NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, May 14, 2024 at 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)

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

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

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The Village highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.
Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the meeting via Zoom: Meeting ID: 872 2955 2882 Passcode: 617911
Listen via telephone to the Virtual Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

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

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

VIA E-MAIL TO: publiccomment@nbvillage.com

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

PUBLIC RECORDS

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

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

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT 786-224-8070 NO LATER THAN FIVE DAYS PRIOR TO SUCH PROCEEDING. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT 786-224- 8070 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

LOBBYING ACTIVITIES

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

Have questions or need additional information?

E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141 (In-person and virtual via Zoom. See below for details) Meeting ID: 872 2955 2882 Passcode: 617911
Tuesday, May 14, 2024
6:00 PM

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

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

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1. Opening Items
A. Call to Order
B. Roll Call
C. Pledge of Allegiance
D. Invocation

2. Order of Business

3. Presentations
A. Proclamations and Awards
B. Special Presentations to Commission

3.A. Presentation of a Proclamation Recognizing Israel's 76th Anniversary of Independence

3.B. Presentation of a Proclamation Recognizing Jewish American Heritage Month

JAHM 1-Pager and Proclamation.pdf

3.C. Presentation by Robert Fleming Regarding New Community Libraries - Sponsored by Commissioner Rachel Streitfeld

3.D. Presentation by Indira Shakti on Measuring Success through Operational Efficiency

3.E. Update on the NBV Chamber of Commerce

4. Open Forum

5. Approval of Commission Minutes

5.A. Approval of the Following Meeting Minutes:

*** March 12, 2024 - Regular Commission Meeting**
*** April 4, 2024 - Special Commission Meeting**

03.12.2024 Draft.pdf
04.02.2024 Spc. Mtg. Draft pdf

6. Advisory Board Minutes/Written Reports.

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

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

9.A. Traffic Enforcement Report (April 2024)

Monthly Traffic Report (April 2024) - FINAL.pdf

9.B. Communications & Special Events Report (April 2024)

April2024CommsEvents.pdf

9.C. Code Enforcement Report (April 2024)

2024-000-19582 incident report.pdf

2024-000-20734 Incident Report.pdf
Code Monthly Report April-2024.pdf

9.D. SSES Rehabilitation Update Presentation

NBV-I-I Reduction Project - Presentation .pdf

9.E. TIES-Galleon Project Timeline (April 2024)

TIES-Galleon Project Timelines 20240504.pdf

9.F. Capital Improvement Report (March 2024)

Capital Improvement Projects Construction Summary April 2024.pdf

10. Village Clerk's Report

10.A. Village Clerk Report for April of 2024

PRR Log April 2024.pdf
RSB Attendance Report 2024.pdf

11. Consent Agenda

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

11.A. A Resolution Confirming that No Village-Owned Property Is Suitable for Use as Affordable Housing Pursuant to Section 166.0451 - Village Manager Ralph Rosado, PhD, AICP (Village Planner Silvia Vargas)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THAT NO VILLAGE-OWNED PROPERTY IS SUITABLE FOR USE AS AFFORDABLE HOUSING PURSUANT TO SECTION 166.0451, FLORIDA STATUTES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission adopt the proposed resolution confirming that no Village-owned property is suitable for us as affordable housing.

Reso - No Village-Owned Property for Affordable Housing.DOCX

11.B. A Resolution Amending a Professional Services Agreement with LAGOMHR, Inc. for Human Resources Consulting Services - Village Manager Ralph Rosado, PhD, AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LAGOMHR INC. FOR HUMAN RESOURCES CONSULTING; CONFIRMING THE APPOINTMENT OF YOLANDA N. MENEGAZZO OF LAGOMHR INC. AS INTERIM HUMAN RESOURCES

DIRECTOR; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposed amendment to the professional services agreement with LAGOMHR, Inc. for Human Resources consulting services.

Reso Amending Agreement with Lagomhr Inc.DOCX
Amend to Agreement with LagoMHR Inc. - HR .DOCX
Exhibit B BA- HR Consulting Services.pdf

11.C. A Resolution Authorizing the Retirement of K-9 Officer Aerik and the Transfer of His Ownership to His Partner/Handler, Officer Battaglia - Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE SALE AND PURCHASE OF POLICE K-9 AERIK; APPROVING AN AGREEMENT FOR TRANSFER OF OWNERSHIP OF K-9 AERIK; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the Resolution authorizing the retirement of K-9 Officer Aerik, and Transfer His Ownership to his Partner/Handler, Officer Battaglia.

Reso Approving K-9 Aerik Sale-Transfer- .DOCX
Reso Exhibit A - K-9 Transfer -and Bill of Sale .DOCX

11.D. A Resolution Approving a Piggyback Contract with ESR, LLC for Emergency Sandbag Response - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH ESR, LLC FOR EMERGENCY SANDBAGS SERVICES UTILIZING A CONTRACT COMPETITIVELY BID BY THE CITY OF WEST MIAMI; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the agreement with ESR, LLC for emergency sandbags services.

Reso - Emergency Sandbag Services .DOCX
Exhibit A -Sandbag Services Piggyback Agreement - (ESR).DOCX
ESR_Presentation_FINAL.pdf

WM Sandbag Specs.pdf
Exhibit A-1 - City of West Miami Award- Reso - Contract Award.pdf
Exhibit A-2 - WM Contract Exte. ESR-SANDBAGS.pdf
Exhibit B - Budget Amendment Form- EMS Sandbags.pdf

11.E. A Resolution Approving an Agreement with SOP Technologies (Eddie Lopez Technologies, LLC) in the amount of $150,000 to Design, Fabricate, and Install Storm Drain Inlet Filters, Phase II of the Stormwater Inlet Filter Installation Project - Village Manager Ralph Rosado, PhD, AICP (Capital Improvement Project Manager Delroy Peters)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH EDDIE LOPEZ TECHNOLOGIES, LLC D/B/A SOP TECHNOLOGIES FOR THE PURCHASE AND INSTALLATION OF STORMWATER INLET FILTERS IN AN AMOUNT NOT TO EXCEED $150,000; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Professional Service Agreement with SOP Technologies to design, fabricate and install storm drain inlet filters for Phase II.

Resolution-SW Inlet Filter Project II SOP Techn.DOCX
WO SOP.24.01_Revised-05-07-24_2.pdf
Exhibit A - SOP Techn. - SW Inlet Filters - Phase 2.DOCX
Reso Exhibit C BA - Storm Drain Inlet Filters Phase II.pdf
SOP Technologies - Sole Source Letter - 2024-03-14.pdf

11.F. A Resolution Approving $29,612.52 for Gozlan Electric, LLC for Installation of Up-Lights in the Kennedy Causeway Median - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, PE, MBA)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH GOZLAN ELECTRIC, L.L.C. FOR THE PURCHASE OF UP LIGHTING AND REQUIRED ELECTRICAL SERVICE FOR PALMS LOCATED ON THE MEDIANS OF KENNEDY CAUSEWAY IN AN AMOUNT NOT TO EXCEED $29,612.52; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an agreement with Gozlan Electric, LLC to Furnish and Install 12 Up-Lights in the Kennedy Causeway Median in the Amount of $29,612.52.

Resolution Approving Up Lighting from Gozlan 2024.DOCX

Rso Exhibit A - Agreement Gozlan Up Lighting Electrical Serv.docx
Exhibit B - Gozlan Material and install uplighting quote.pdf
EXHIBIT A. Gozlan Install Quote.pdf
EXHIBIT B. Fuse Electric Install Quote.pdf
EXHIBIT C. Klean Electric Install Quote.pdf
EXHIBIT D. Gozlan material quote.pdf
Exhibit B. BA- Median Uplighting & Electrical Project.pdf

11.G. A Resolution Approving an Agreement with Waste Connections for Recycling Collection Services for Commercial & Multifamily Properties - Village Manager Ralph Rosado, PhD, AICP (Marlon Lobban, Public Works Director)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH WASTE CONNECTIONS OF FLORIDA, INC. FOR THE COLLECTION, HAULING, AND PROCESSING OF SINGLE-STREAM RECYCLABLE MATERIALS FOR COMMERCIAL AND MULTIFAMILY RESIDENTIAL UNITS UTILIZING THE TERMS AND CONDITIONS OF TOWN OF SURFSIDE CONTRACT DATED APRIL 1, 2020; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an agreement with Waste Connections, which establishes new service rates to provide recycling collection services for multi-family and commercial properties.

Reso Waste Connections for Recycling.DOCX
Agreement -Waste Connections for Recycling .DOCX
Exh. A) 1997 Recycling Agreement.pdf
Exh. B) Surfside -FINAL Fully Executed.pdf
Exh. C Waste Management Inc. of FL Recycling Srvs.pdf
Exh. D) Contract Recycling Rates.pdf
Exh. E) Recycling Accts - Proposed List 2-29-24.pdf
Exh. F) Bin Audit Presentation.pdf
Exhibit A1 - Price Sheet-Updated 4th year of initial term.pdf

11.H. A Resolution Approving a Change Order to David Mancini & Sons, Inc. in the Amount of $26,567.12 to Address Unforeseen Conditions for the Wastewater Pump Station - Village Manager Ralph Rosado, PhD, AICP (Project Manager Carlos Llamas)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH DAVID MANCINI & SONS, INC. FOR THE VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENTS PROJECT PURSUANT TO INVITATION TO BID NO. 2022-003 IN AN AMOUNT NOT TO EXCEED $26,567.12; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Change Order in the amount of $26,567.12 for Unforeseen Conditions during Construction of the WWS Pump Station Improvement Project.

Resolution - CO - Mancini - WW Pump Station Improv..DOCX
Allowance Modification Proposal #1_Signed.pdf

11.I. A Resolution Approving Work Order CTA24.01 with Craven Thompson & Associates in the amount of $115,160.00 for Treasure Island Resurfacing and Crosswalk Upgrades Design, Permitting, and Bid Support Services for Resurfacing and Crosswalks Upgrades to Treasure Island Residential Streets - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO CRAVEN, THOMPSON & ASSOCIATED INC. FOR RESURFACING AND CROSSWALK UPGRADES DESIGN, PERMITTING, AND BID SUPPORT SERVICES FOR THE TREASURE ISLAND MILL AND OVERLAY IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $115,160.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Work Order CTA24.01 with Craven Thompson & Associates for Design, Permitting, and Bidding Support in the amount of in the amount of $115,160.00.

Resolution - Approving A WO To Craven, Thompson & Assoc.DOCX
Work Order CTA24.01.pdf
Exhibit A. Project Location Map.pdf

11.J. A Resolution Approving Work Order BCC24.01 with BCC Engineering, LLC in the Amount of $802,796.00 for Stormwater Design Management Services - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR DESIGN MANAGEMENT SUPPORT FOR THE VILLAGE'S STORMWATER MASTERPLAN PROJECT IN AN AMOUNT NOT TO EXCEED $802,796.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Work Order BCC24.01 with BCC Engineering, LLC in the Amount of $802,796.00. for stormwater design management services.

Resolution- BCC Engineering For The Stormwater Program.DOCX
WO Stormwater Design Support-BCC Proposal-Final.pdf

11.K. A Resolution Authorizing a Budget Amendment in the Amount of $50,000 for Sanitation Truck Repairs - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO PROVIDE FOR SANITATION VEHICLE EXPENSES ; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a budget amendment in the amount of $50,000 to cover current and future repairs needed to maintain sanitation trucks to provide solid waste pickup services.

Resolution Approving BA - Sanitation Vehicle.DOCX
Exhibit A Budget Amendment -Sanitation Veh. Repairs.pdf
NEXTRAN INVOICE 07W20968.pdf

11.L. A Resolution Approving a County Incentive Grant Program (CIGP) Agreement between North Bay Village and the Florida Department of Transportation for Short-Term Improvements to Kennedy Causeway - Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $207,010 FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CONSTRUCTION OF THE KENNEDY CAUSEWAY COMPLETE STREETS PROJECT; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A STATE-FUNDED GRANT AGREEMENT WITH FDOT AND MIAMI-DADE COUNTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission accept accept the $207,010 grant funds and execute the corresponding State-Funded Agreement from FDOT for funding the construction phase involving short-term improvements to the Kennedy Causeway Complete Street Project.

Resolution - Grant Agreement CIGP KC Improvements.docx
Exhibit A - Grant Agreement
Causeway Short Term Complete St. Improvements Cost Estimate.pdf

11.M. A Resolution Authorizing the Purchase of Two Replacement Solid Waste Trucks - Village Manager Ralph Rosado, Ph.D., AICP (Public Works Director Marlon Lobban; Chief Financial Officer Angela Atkinson)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT AND RELATED DOCUMENTS FOR THE FINANCING OF SANITATION TRUCKS; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the lease two (2) new 2024 Mack Sanitation Trucks along with a 5-year warranty and service/maintenance contract in the amount of $677,257.00.

Resolution Sanitation Trucks Purchase-Authorizing .DOCX
Exhibit A- Lease Quote 03896-North Bay Village.pdf
Exhibit B-Master Lease Agreement.pdf
Nextran Proposal Item 85 - Mack TE (1).pdf
Sanitation_Trucks_Expenses_Report_thru_3-31-24.pdf

11.N. A Resolution Approving a Memorandum of Understanding with Football for Peace Foundation for Youth Sports Initiatives for the Village - Sponsored by Mayor Brent Latham

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH FOOTBALL FOR PEACE FOUNDATION TO COLLABORATE ON YOUTH SPORTS INITIATIVES FOR THE VILLAGE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an MOU with Football for Peace Foundation for youth sports initiatives for the Village.

Resolution Approving MOU Football for Peace.pdf
MOU-NBV_Football_For_Peace_-.DOCX

11.O. A Resolution Amending an Agreement with Soccer for Peace DBA Futbol Con Corazon (FCC USA) in the Amount of $15,840 for Soccer Programming Services - Ralph Rosado, Ph.D., AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED AGREEMENT WITH SOCCER FOR PEACE FOUNDATION, INC. D/B/A FUTBOL CON CORAZON (FCC USA) FOR AFTER SCHOOL CARE AND YOUTH MENTORSHIP INITIATIVES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an amendment to Soccer for Peace Foundation agreement for after school care and youth mentorship initiatives.

Resolution Soccer for Peace-FCC Futbol .docx
Exhibit A- FCC Futbol Amended Program Provider Agreement.DOCX

11.P. A Resolution Approving Budget Amendments to Allocate Funds for Donations, Soccer Revenues, Insurance & Grant Proceeds – Village Manager Ralph Rosado, Ph.D., AICP (Chief Financial Officer Angela Atkinson)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO RECOGNIZE SOCCER REVENUES, RECOGNIZE INSURANCE PROCEEDS, ALLOCATE DONATIONS RECEIVED AT THE MIAMI FOUNDATION, AND RECOGNIZE COUNTY CULTURAL ART GRANT REVENUES FOR HALLOWEEN AND WINTER WONDERLAND 2023 EVENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the budget amendment to allocate funding for donations, soccer revenues, and grant proceeds.

Resolution BA - Soccer Donations-Revs-Ins. Proceeds.DOCX
Exhibit A -Budget Amendment - Soccer Fees FY23-24.pdf
Exhibit B - Budget Amendment - FMIT Insurance Claim.pdf
Exhibit C - Budget Amendment - Miami Foundation Donations.pdf
Exhibit D - Budget Amendment - Cultural Arts Grant.pdf

11.Q. A Resolution Approving Revised Development & Construction and Operations & Management Agreements with the Asociacion de Futbol Argentino for the North Bay Village Galleon Street Property - Sponsored by Mayor Brent Latham

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REVISED FIRST AMENDED AND RESTATED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT AND A REVISED FIRST AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT WITH THE ASOCIACIÓN DEL FÚTBOL ARGENTINO (AFA) (ALSO KNOWN AS THE ARGENTINE FOOTBALL ASSOCIATION) RELATING TO THE DEVELOPMENT AND OPERATION OF A COMMUNITY CENTER, SPORTS COURTS, AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 1851 GALLEON STREET; APPROVING A REVISED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT WITH AFA RELATING TO THE DEVELOPMENT OF FIELDS AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 7540 EAST TREASURE DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the revised development and construction management agreement for Asociacion Del Futbol Agentino (AFA).

Memo - AFA Agreements 20240213.pdf

2023 MDCPS-NBV JUA.pdf
NBV-AFA_Revised_Site_Plan...pdf
Galleon Street Community Center Design Modifications.pdf
Reso Revises Develop. Agreements for Galleon-TIES.DOCX
Exhibit A - Development Agreement (Galleon).pdf
Exhibit B -Operations Agreement (Galleon).pdf
Exhibit C - Development Agreement (TIES).pdf
Development Agreement (Galleon)redline .docx
Operations and Management Agreement (Galleon) - redline.docx
Development Agreement (TIES)-redline.docx

12. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to crossexamination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

12.A. An Ordinance Amending Section 8.13 of the Unified Land Development Code to Implement Additional Procedures for Award and Transfer of Density Rights - Sponsored by Vice Mayor Richard Chervony

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.13 OF THE UNIFIED LAND DEVELOPMENT CODE TO IMPLEMENT ADDITIONAL PROCEDURES FOR AWARD AND TRANSFER OF DENSITY RIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE

TDR Ordinance.docx
Exhibit A - TDR Program
NBV Transfer of Development Rights Pool Tracker 20240415.pdf

13. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

13.A. Use Exception for a Temporary Sales Center/Marketing Office at 7940 West Drive - Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING WITH CONDITIONS] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) FOR 7940 NBV PARTNERS, LLC, TO BUILD A TEMPORARY SALES CENTER/MARKETING OFFICE ON PROPERTY LOCATED AT 7940 WEST DRIVE, AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggestion Action: Approve with conditions the proposed Use Exception, as recommended by the Planning and Zoning Board and as presented by Staff.

7940 W Drive_Use Exception_Staff Report_Commission.pdf
Attachment 1 - 7940 W Dr Use Exception_BOUNDARY SURVEY.pdf
Attachment 2 - 7940 W Dr Use Exception_Covenant in lieu of UoT.pdf
Attachment 3 - 7940 W Dr Development Agreement (recorded).pdf
Attachment 4a - 7940 W Dr Use Exception_Letter of Intent.pdf
Attachment 4b - 7940 W Dr Use Exception_Application Form.pdf
Attachment 4c -7940 W Dr Use Exception_Architectural Plan Set.pdf
Attachment 4d - 7940 W Dr Use Exception_Civil Plan Set.pdf
Attachment 4e - 7940 W Dr Use Exception_Landscape Plan Set.pdf
Attachment 4f -7940 W Dr Use Exception_Photometrics and Site Lighting.pdf
DRAFT_Reso_Use_Exception_7940_West_Drive_051424.docx
Notice of Public Meeting- MH.pdf

13.B. Ordinance Amending the RS-2 Zoning District Regulations Pertaining to Single-Family Residential on Treasure Island - Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 8, "ZONING," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) RELATING TO THE RS-2 SINGLE-FAMILY RESIDENTIAL ON TREASURE ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the ordinance on second reading.

1- Ordinance Amending RS-2 Zoning Code (031924).docx
2 - Draft2 RS-2 Amendments (031924_Updated for 1st Reading).docx
Notice of Public Meeting- MH.pdf

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14.A. A Resolution Calling for a Special Election on November 5, 2024 Relating to the Charter Review Board's Proposals - Village Attorney Haydee Sera (Sponsored by Vice Mayor Dr. Richard Chervony)

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING A SPECIAL ELECTION ON TUESDAY, NOVEMBER 5, 2024 FOR THE PURPOSE OF SUBMITTING CHARTER AMENDMENTS TO THE VILLAGE'S ELECTORATE; PROVIDING REQUISITE BALLOT LANGUAGE; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR COPIES; PROVIDING FOR CHARTER AMENDMENT ELECTION PROCEDURES AND RELATED DETAILS; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

2024 Charter Review Board Report.pdf
Exhibit A to CRB Report - CRB All Approved Minutes 4.2.24.pdf
Exhibit B to CRB Report - Proposed Charter Amendments.pdf
Research on Compensation of Elected Official Salaries.pdf
MDCCEPT 2018 Compensation Report 1-18.pdf
Memo - Section 3.02 - Expenditures and Borrowing.PDF
Case Law - Miami v Gabela - Residency Qualifications.pdf
Resolution Calling SERelating to Charter Amendments.DOC
Exhibit A to Resolution - Proposed Charter Amendments.pdf

14.B. Discussion of Alternative Design for Village Hall as Well as a Potential November 2024 General Obligation Bond Question to Close the Funding Gap - Sponsored by Mayor Brent Latham

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A REFERENDUM REGARDING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY NORTH BAY VILLAGE IN AN AMOUNT NOT TO EXCEED $__ MILLION FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A PUBLIC SAFETY AND VILLAGE HALL COMPLEX; PROVIDING FOR PUBLICATION OF NOTICE OF SAID REFERENDUM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE.

Discuss funding sources associated with the Village Hall project and determine if to pose a November 2024 ballot question to close the funding gap.

Resolution-Village Hall Public Safety Complex.DOC
NBV Fire Station Village Hall - Schedule.pdf
Village Hall Fire Station - Sources of Funds.pdf
NBV FS 27 VH - Estimated Costs (Total Buildout).pdf

NBV FS 27 VH - Estimated Costs (Phased Approach).pdf
North Bay Village_TDR Pool Tracker 20240415.pdf

14.C. Discussion of a Potential November 2024 General Obligation Bond Question in Support of Parks and Island Walk Improvements and Park Land Acquisition - Village Manager Ralph Rosado, PhD, AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A REFERENDUM REGARDING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY NORTH BAY VILLAGE IN AN AMOUNT NOT TO EXCEED $_____ FOR THE PURPOSE OF FINANCING IMPROVEMENTS AT VILLAGE PARKS AND THE ISLAND WALK AND FOR PARK LAND ACQUISITION; PROVIDING FOR PUBLICATION OF NOTICE OF SAID REFERENDUM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE.

Resolution Park Referendum.doc

14.D. Discussion on Naming a Village Asset in Honor of Harvey Ruvin - Sponsored by Vice Mayor Dr. Richard Chervony

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMMEMORATING FORMER NORTH BAY VILLAGE MAYOR AND MIAMI-DADE CLERK OF COURTS HARVEY RUVIN BY NAMING [INSERT NAME OF VILLAGE ASSET TO BE NAMED] TO BE DETERMINED] AS THE [INSERT NAME OF WHAT THE ASSET WILL BE CALLED, E.G., "THE HARVEY RUVIN KAYAK LAUNCH"]; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The staff is seeking further clarification from the Village Commission regarding the specific Village asset they intend to name in honor of the late Harvey Ruvin.

Resolution Naming Village Asset-Program for Harvey Ruvin.docx
Sunshine Meeting Minutes 021323.pdf
SRTF Meeting Minutes 112823.pdf

14.E. Discussion and Authorization Regarding Village's Ability to Obtain Ownership Rights of the Pedestal Generally Located in the Waterways between Harbor Island and Treasure Island - Sponsored by Vice Mayor Richard Chervony

Authorize the Village Attorney to take any and all action necessary, including but not limited to the filing of a court action, to secure the Village's rights in the pedestal/platform located in the waterway between Harbor Island and Treasure Island.

Platform View -.pdf

14.F. Discussion of Potential Penalties for Late Payment of Development Agreement-Associated Fees - Sponsored by Commissioner Goran Cuk

14.G. Discussion on the Cost of Living Adjustment (COLA) - Sponsored by Mayor Brent Latham

14.H. Discussion of Commission Goals for Village Manager - Sponsored by Mayor Brent Latham

This item is a continuation of the discussion from the April Commission Meeting and entails discussion of two items:
- a proposed Corrective Action Plan, pursuant to further discussions with each Commission Member, and
- a list of goals to be tracked - and perhaps discussed - monthly through the September Village Commission Meeting.

15. Adjournment

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

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

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

ITEM NO. 3.A

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Brent Latham

SUBJECT: Presentation of a Proclamation Recognizing Israel's 76th Anniversary of Independence

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Latham wishes to present a Village Proclamation to commemorating Israel's 76th Anniversary of independence.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 3.B

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Brent Latham

SUBJECT: Presentation of a Proclamation Recognizing Jewish American Heritage Month

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Latham wishes to present a Proclamation to recognize and proclaim May as Jewish American Heritage Month (JAHM).

The JAHM's purpose is a strategic and proactive measure in the fight against antisemitism.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

JAHM 1-Pager and Proclamation.pdf

JEWISH AMERICAN HERITAGE MONTH

AT A GLANCE

In 2006, Congress passed a bipartisan resolution "calling on State and local governments and the people of the United States to observe" a full month to celebrate the long history of Jewish contributions to the founding and success of our country. Every year since, the President of the United States has proclaimed May as Jewish American Heritage Month (JAHM), and cities and states are beginning to follow suit. Now, at this time of soaring antisemitism at home and abroad, mayors can have a transformative impact in strengthening their communities and ighting this hatred by proclaiming and implementing JAHM at the municipal level.

SIGNIFICANCE

The opposite of antisemitism is not tolerance, but an affirmative understanding and appreciation of Jewish history and values, and the deep contributions of that history and those values to the United States. Education around this heritage, which is JAHM's purpose, is a strategic and proactive measure in the fight against antisemitism.

COALITION

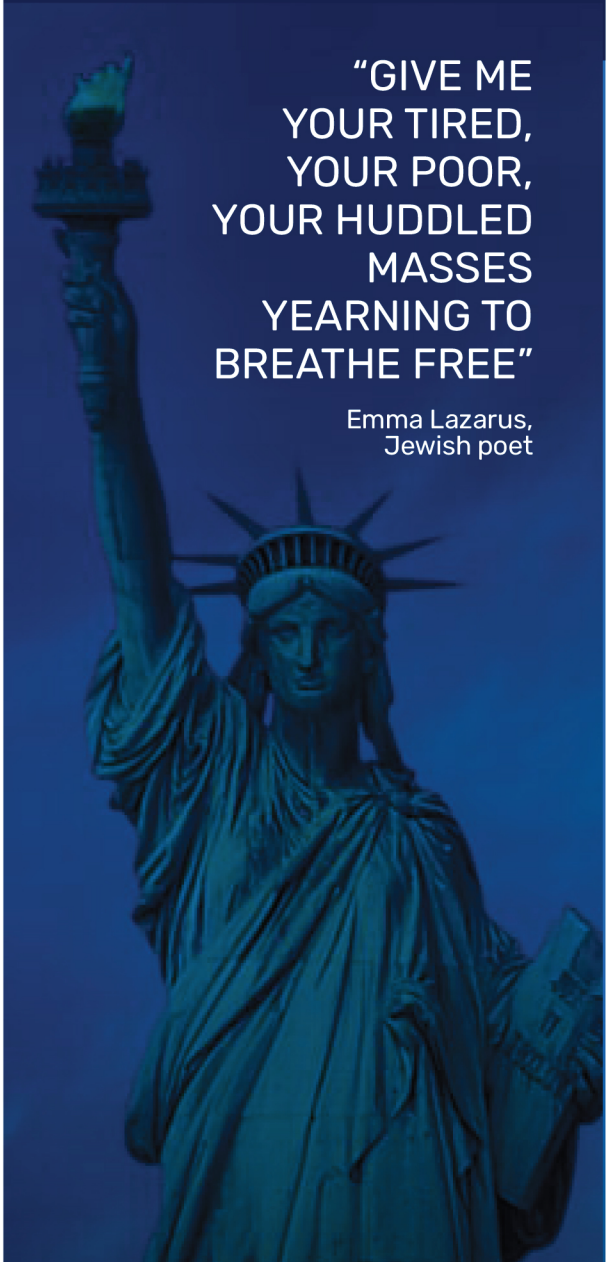
JAHM is thus far supported by over 120 organizations and institutions including the Library of Congress, National Endowment for the Humanities, National Park Service, U.S. Holocaust Memorial Museum, Smithsonian Institution, New York Public Library, and others. In 2023, more than 130 municipalities, and 35 states proclaimed Jewish American Heritage Month, many for the first time. The first-ever U.S. National Strategy for Countering Antisemitism, released in 2023, calls on local government bodies and institutions to celebrate JAHM as a positive tool to combat rising hate.

The **Combat Antisemitism Movement (CAM)** is a non-partisan, global Jewish human rights movement uniting over 750 organizations and nearly four million people, across all religions and faiths, to combat the world's oldest hatred.

If you would like to collaborate with CAM on this important initiative, please reach out to Arthur Maserjian at: arthur@combatantisemitism.org

COMBAT ANTISEMITISM MOVEMENT

IN CELEBRATION OF JAHM JEWISH AMERICAN HERITAGE MONTH



"GIVE ME YOUR TIRED, YOUR POOR, YOUR HUDDLED MASSES YEARNING TO BREATHE FREE"

Emma Lazarus, Jewish poet

OPPORTUNITIES FOR MAYORS

- Proclaiming JAHM for the city and hosting a proclamation ceremony at city hall
- Promoting social media awareness campaigns for local communities
- Convening or co-sponsoring inter-ethnic or interfaith programs that foster mutual celebration of the city's diverse communities
- Sharing educational resources such as school lesson plans, museum exhibits, posters, and multimedia content
- Directing city schools and libraries to implement JAHM programs
- Attending or co-sponsoring concerts or cultural events with high-profile artists or scholars that highlight JAHM themes
- Encouraging the city's historical society to spotlight local Jewish heritage

DRAFT PROCLAMATION: JEWISH AMERICAN HERITAGE MONTH

WHEREAS Jewish immigrants to America, ever since their first arrival to our shores in the 16th century, have played a central role in the creation, growth, freedom, prosperity, and strength of the United States of America;

WHEREAS The biblical and contemporary history of the Jewish people and the enduring values of the Jewish faith were vital sources of inspiration for the founding of the United States, the Civil Rights movement, America's global leadership in the cause of freedom, Americans' commitment to social justice, and many of our Country's most central tenets;

WHEREAS Through core Jewish beliefs such as the creation of man in the image of God, the infinite value of every human life, the need for a weekly Sabbath, and the importance of education in the lives of children, the Jewish community has helped to define America's character and values;

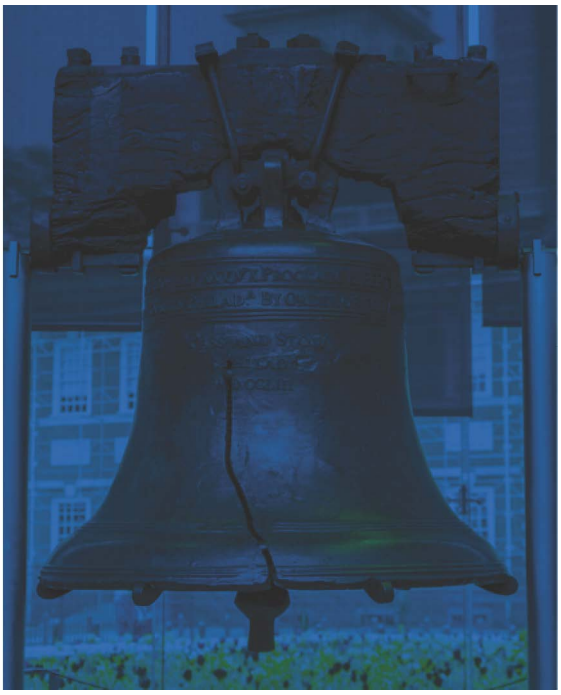
WHEREAS Jewish citizens of [State/City], having first settled here in ****, played a central role in ********** [Importance of Jewish Community to development of State/City], including by serving in the Armed Forces of the United States and the [State] National Guard;

WHEREAS Following the rebirth of Zionism and the miraculous return of the Jewish people to the Jewish homeland, the United States was the first country in the world to recognize the State of Israel in 1948, and over the years has developed a deep friendship and unbreakable alliance with the State of Israel based upon shared values and mutual interests;

WHEREAS Jewish Americans have made significant contributions to the arts, entertainment, science and technology, government, business, culinary traditions, and other fields in the United States, Jewish Americans have played an important role in shaping American culture;

WHEREAS For forty three years, every President of the United States has declared a period of time for celebrating the contributions to the United States of the Jewish community's history, heritage, and culture, and since 2006, the month of May has been Presidentially declared to be Jewish American Heritage Month, pursuant to a bipartisan resolution of Congress;

NOW THEREFORE, I, ********, [Governor/Mayor] of [State/City], do hereby declare and proclaim May 2024 to be Jewish American Heritage Month for the [State/City], and call upon all our citizens to commemorate this occasion by appropriately celebrating the contributions to our Country and [State/City] of the Jewish community's history, heritage and culture; I further call upon the [State Legislature / City Council] to commemorate the occasion through appropriate announcements and programming; I further call upon all schools, colleges, and universities in our [State/City] to commemorate this occasion through appropriate programming for students; I further direct that all [State/City] government offices commemorate the occasion by appropriate announcements and the posting of information relevant to it; I further call upon [State/City] museums and historical societies to host programs relevant to the occasion.



"PROCLAIM LIBERTY THROUGHOUT ALL THE LAND UNTO ALL THE INHABITANTS THEREOF" - Leviticus 25:10

COMBAT ANTISEMITISM MOVEMENT

IN CELEBRATION OF JAHM JEWISH AMERICAN HERITAGE MONTH

ITEM NO. 3.C

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Christian Molina, Legislative Aide

SPONSORED BY: Commissioner Rachel Streitfeld

SUBJECT: Presentation by Robert Fleming Regarding New Community Libraries - ***Sponsored by Commissioner Rachel Streitfeld***

RECOMMENDATION

BACKGROUND AND ANALYSIS

A presentation by Robert Fleming to showcase his completed work for two Community Libraries in Vogel Park and Schonberger Park, respectively.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ITEM NO. 3.D

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Brent Latham

SUBJECT: Presentation by Indira Shakti on Measuring Success through Operational Efficiency

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Resident Indira Shakti will make a presentation on measuring success through operational efficiency.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 3.E

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Update on the NBV Chamber of Commerce

RECOMMENDATION

BACKGROUND AND ANALYSIS

Mr. David O'Hagan will provide an update on the process of incorporating the Chamber of Commerce into a 501C4. The Village Manager has informed the Commission about Mr. O'Hagan's plan to seek funding in the amount of $3,500 for the incorporation of the Chamber of Commerce into a 501C4 and to hire part-time staff for assistance.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Approval of the Following Meeting Minutes:

RECOMMENDATION
*** March 12, 2024 - Regular Commission Meeting**
*** April 4, 2024 - Special Commission Meeting**

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

* March 12, 2024 - Regular Commission Meeting
* April 4, 2024 - Special Commission Meeting

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
03.12.2024 Draft.pdf
04.02.2024 Spc. Mtg. Draft pdf

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING MINUTES
MARCH 12, 2024, | 6:00 P.M.
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
Meeting ID: 818 9992 6302 Passcode: 950913

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1. Opening Items

A. Call to Order

Mayor Latham called the meeting to order at 6:09 p.m.

B. Roll Call

The following members were in attendance:
Mayor Brent Latham
Vice Mayor Richard Chervony
Commissioner Goran Cuk
Commissioner Andrew Rotondaro
Commissioner Rachel Streitfeld

C. Pledge of Allegiance

The Pledge of Allegiance was recited.

2. Order of Business

3. Presentations

A. Proclamations and Awards
B. Special Presentations to Commission

3.A. Recognition of North Bay Village Police Department Staff

*** Sergeant Norlan Benitez**
*** Communications Operator Sean Rodriguez**

Chief of Police C. Noriega and Deputy Chief Bejar acknowledged Sean Rodriguez for successfully graduating from the Police Academy. Mr. Rodriguez, who previously served as a Communication Operator, was scheduled to join the Force as a Police Officer in the coming weeks. Additionally, Chief Noriega commended Sgt. Norlan Benitez for completing and graduating from the Leadership Academy at the esteemed Southern Police Academy.

4. Open Forum

5. Approval of Commission Minutes

5.A. Approval of the February 13, 2024, Meeting Minutes

ACTION: Vice Mayor Chervony made a motion to approve the meeting minutes. Mayor Latham seconded the motion, and it passed by unanimous voice vote.

6. Advisory Board Minutes/Written Reports - None

7. Village Commission's Report

Commissioner Rotondaro

- Presented an update and distributed materials regarding sidewalk improvements.
- He shared the results of a recent survey on the proposed Village Name Change, indicating that 75 percent of residents opposed it. As a result, it will not be a primary focus for the upcoming election. Mayor Latham proposed promoting the request for a Name Change and recommended collaborating with Village Manager Rosado on branding strategies. He also suggested reaching out to the Chamber of Commerce for assistance.

Commissioner Streitfeld

- Participated in the State of the Water event hosted by the Waterkeeper, where Mayor Latham and the Sustainability and Resiliency Task Force were also present.
- Attended the Miami Dade County League of Cities, Board of Directors Monthly meeting and maintained involvement with other communities on sustainability initiatives.
- Joined the reception at the Aspen Climate Conference and expressed gratitude to Mayor Latham for the open invitation.

Commissioner Cuk

- Ongoing exploration of speed cameras on Treasure Island
- Currently exploring the Memorandum of Understanding (MOU) with the City of Miami Beach
- He Sponsored Art on a utility box at the park.
- Collaboration with Commissioner Rotondaro on an art mural at Treasure Island Elementary School (TIES).
- Cost exploration for Green Bike Lanes, with quotes expected by April.

Vice Mayor Chervony

- Expressed gratitude to the Communication Team for their excellent work on the State of the Village.
- Invited everyone to join the Village on March 30th for the Spring Fling event.
- The Charter Review Board has completed and finalized the final report on the Village Charter.
- Appreciated the Chief Financial Officer, Village Attorney, and Village Clerk for their valuable feedback and research on the Village Charter.
- The Village has scheduled the Village Manager performance evaluation for March 14th.
- Congratulated the Human Resources Manager on the recently acquired Human Resources Certificate.
- April will be dedicated to celebrating the Police Department's state accreditation.
- Provided an update on the North Bay Island Phase 3 pump station and road improvements on Harbor Islands: Currently awaiting funding from the state, pending the Governor's signature.

Mayor Latham

- Expressed best wishes to the Muslim community for a successful Ramadan celebration.
- Participated in the Aspen Climate Conference held in Miami Beach.
- Requested Village Manager Rosado to explore potential funding opportunities at the state and national levels for the Village.
- Extended gratitude to the Staff for their excellent organization of the State of the Village event.
- Addressed residents' inquiries regarding the availability of Village brand soccer uniforms.
- Urged for a clear plan regarding the future of the Village Hall.

- Discussed the possibility of including a General Obligation bond on the ballot to finance the construction of the Village Hall.
- Held discussions with Commissioner Steinberg regarding public art in public spaces and would like the County to assist with funding.

7. Village Attorney's Report

Village Attorney Haydee Sera called for an executive Session on the below reference cases.

- Catherine McKnight; Robert McKnight; Ernesto Gil; Laura Cattabriga; Lidia Steiner; Mary Kramer; and Lourdes Soto v. Brent W. Latham; Richard Chervony; Goran Cuk; Andy Rotondaro; Rachel Streitfeld; North Bay Village; and The School Board of Miami-Dade County, Florida (Miami-Dade Case No.: 2023-023662-CA-01).

- World Eleven, Inc. v. North Bay Village, Florida; School Board of Miami-Dade County, Florida and Miami-Dade County Public Schools (Miami-Dade Case No.: 2023-021724-CA-01).

A hearing is scheduled for March 28th to discuss these matters.

9. Village Manager's Report

- He thanked the Village Staff for a great State of the Village Event.
- In the process of coordinating meetings with properties relevant to the Island Walk.
- Miami Dade County would like to market the Village's efforts on public art.

9.A. Communications & Special Events Report (February 2024)
9.B. Code Enforcement Report (February 2024)
9.C. Police Accreditation Report (February 2024)
9.D. Traffic Enforcement Report (February 2024)
9.E. Capital Improvement Plan Report (February 2024)
9.F. TIES-Galleon Project Timeline (February 2024)

10. Village Clerk's Report

Mayor Latham requested to discuss and review the Village Clerk's performance before the Village initiates the budget process, to be scheduled sometime in May.

10.A. Village Clerk Report for February of 2024

11. Consent Agenda

A. Staff Items

B. Proclamation/Award/Village Key Requests

11.B. A Resolution Approving a Contract with Miami Dade College for the Administration of 2024 Police Sergeant Promotional Assessment - Village Manager Ralph Rosado, PhD., AICP (Police Chief Carlos Noriega)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT WITH MIAMI-DADE COLLEGE'S SCHOOL OF JUSTICE ASSESSMENT CENTER FOR ADMINISTRATION OF THE POLICE SERGEANTS' PROMOTIONAL TESTING PROCESS IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Mayor Latham made a motion to approve the consent agenda which was item 11.B. Vice Mayor Chervony seconded the motion.

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

11.A. Approval of a Resolution Amending Fee Schedule to Create Temporary Guest Parking Permit Fee, create "No Trespassing" Sign Fee, and Provide a Conditional Rebate for Certain Base Permit Fees - ***Sponsored by Commissioner Rachel Streitfeld and Commissioner Andy Rotondaro***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Streitfeld introduced the proposed amendment to the fee schedule to provide a 10% rebate incentive for specific renovations.

There was a discussion on the potential increase of the incentive to 25% until December 31, 2024. She requested for Staff to calendar the item to be revisited for the potential extension of fees for the next calendar year.

There was consensus to provide a 50% rebate incentive for building permits and to revisit the fee schedule at the December Commission Meeting. The shortfall of the permit fees will be obtained from the Building Department fund.

Village Manager Rosado clarified that the proposed amendment to the "No Trespassing" sign was so that the sign is drafted with specific language as the Florida statute. The Police will need to enter into an agreement with the property owner to enforce it.

The proposed resolution would also amend the temporary parking permit fees to provide monthly parking permits at $75 per month.

Vice Mayor Chervony suggested creating policies and procedures for the monthly permits.

ACTION: Commissioner Streitfeld made a motion to approve the proposed resolution with the following amendment.

- Applicants are entitled to receive a 50% rebate of base permit fees for the following permit types: impact windows and doors, shutters, roofs, generators, and solar installations.
- The rebate will expire on December 31, 2024, prior to which the Village Commission will consider a renewal.

Commissioner Cuk seconded the motion.

Upon roll call vote, the motion passed 4 - 1 with Commissioner Streitfeld, Commissioner Rotondaro, Commissioner Cuk, Mayor Latham, voting for. Vice Mayor Chervony voted against it.

11.C. A Resolution Accepting a Miami-Dade County Neat Streets Tree Planting Matching Grant Award in the Amount of $21,354 - *Sponsored by Mayor Brent Latham*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A NEAT STREETS MIAMI-DADE COUNTY MATCHING GRANT AWARD FROM MIAMI-DADE COUNTY PARKS, RECREATION, AND OPEN SPACES DEPARTMENT FOR THE NORTH BAY VILLAGE URBAN REFORESTATION PROJECT; APPROVING A MATCHING GRANT AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Mayor Latham made a motion to approve the resolution. Commissioner Cuk seconded the motion.

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

11.D. A Resolution Authorizing the Issuance of a Work Order to SFM Landscape Services LLC of $51,350 to Plant Trees at Treasure Island Elementary School
- Village Manager Ralph Rosado, PhD, AICP (Public Works Project Manager Carlos Llamas)
-
A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO SFM LANDSCAPE SERVICES, LLC FOR PHASE II OF THE VILLAGE'S URBAN REFORESTATION TREE PLANTING PROJECT AT TREASURE ISLAND ELEMENTARY SCHOOL (TIES) IN AN AMOUNT NOT TO EXCEED $51,350; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Mayor Latham made a motion to approve a work order for SFM Landscaping LLC. Vice Mayor Chervony seconded the motion.

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

11.E. A Resolution Approving a Budget Amendment for the Reclassification of Legislative Aide to Chief of Staff to the Village Commission and Salary Increase to the Chief of Staff to the Village Manager - Ralph Rosado, Ph.D., ACIP, Village Manager

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO PROVIDE FOR SALARY ADJUSTMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Manager Rosado introduced the proposed discussion for the reclassification of the Legislative Aide to Chief of Staff to the Village Commission and salary increase to the Chief of Staff to the Village Manager.

Mayor Latham was not comfortable with the three tiers of salary increases. He felt that it would affect other employees' salaries. He proposed that Chris Molina's salary be adjusted to $75,000 and Leo Cosio's salary be adjusted to $100,000. He urged staff to create a structure for performance objectives/goals.

Commissioner Streitfeld was not in favor of the title change.

Village Manager Rosado elaborated that the increases would be $75,000 and an additional $5,000 on June 28 (anniversary). He explained that Legislative Aides in other municipalities are specifically assigned to one elected official not five, which was the case in the Village.

Commissioner Cuk urges staff to identify the performance measures to be consistent.

ACTION: Commissioner Streitfeld made a motion to approve Reclassified Chris Molina to a $75,000 annual salary and Chief of Staff to the Village Manager Leo Cosio to a $100,000 annual salary.

Vice Mayor Chervony seconded the motion.

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

11.F. A Resolution Authorizing the Village to Submit a Grant Application to the Florida Inland Navigation District (FIND) for the Design and Permitting of Island Walk Segments and Seawalls on Treasure Island - ***Sponsored by Commissioner Andy Rotondaro***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR THE DESIGN AND PERMITTING FOR ISLAND WALK SEGMENTS AND SEAWALLS ON TREASURE ISLAND; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Manager Rosado introduced the proposed resolution authorizing the Village to submit a grant application to the Florida Inland Navigation District (FIND).

Commissioner Streitfeld would like seawall innovative conditions for grant applications and urged for staff time to also be reimbursed.

The developer will pay the village and they would get reimbursed by the Village with State funds.

ACTION: Commissioner Streitfeld made a motion to approve the submittal of the grant application. Vice Mayor Chervony seconded the motion.

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

11. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor Latham during public comments. An opportunity for people to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

13. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor Latham during public comments. An opportunity for people to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

13.A An Ordinance Adopting an Amendment to the Village's Water Supply Facilities Work Plan - *Village Manager Ralph Rosado, Ph.D., AICP (Consulting Planner Alex David, AICP through Village Planner Silvia E. Vargas, FAICP)*

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING AN AMENDMENT TO THE WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Chang read the ordinance title into the record.

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

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

13.B An Ordinance Comprehensively Updating the Unified Land Development Code - ***Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)***

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY UPDATING THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Alba Chang read the ordinance title into the record.

Village Planner Silvia Vargas introduced the proposed ordinance and provided a comprehensive summary of the proposed amendments to the Unified Land Development Code.

ACTION: Commissioner Streitfeld made a motion to approve the ordinance on second reading. Mayor Latham seconded the motion.

Upon roll call vote, the motion passed 4 - 0 with Commissioner Streitfeld, Commissioner Rotondaro, Commissioner Cuk, Mayor Latham, voting for.

Vice Mayor Chervony was not present during the voting process.

14. Discussion/Action Items

A. Unfinished Business

B. New Business

14.A A Resolution Accepting the Adaptation Plan as Defined in the Vulnerability Assessment Report Conducted BCC Engineering, LLC - *Sponsored by Commissioner Rachel Streitfeld*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ADOPTING THE VILLAGE'S VULNERABILITY ASSESSMENT REPORT AND ADAPTATION PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

BCC Engineering, LLC presented the Vulnerability Report following DEP guidelines to the Village Commission. The presentation included a detailed overview covering the identification of critical assets and the development of an Adaptation Plan. Critical infrastructure and assets, such as roads, outfalls, pump stations, parks, Harbor Island, and Treasure Island (TIES School), were analyzed.

The Stormwater plan adopted was assessed for its impact on sea level rise, groundwater rise, rainfall increase, and storm surge. Following data collection, a sensitivity analysis was conducted, and protection strategies were developed by the team. The Adaption Plan outlines key points for the CRS assessment, with instructions given to the Village Manager to ensure that this is addressed to the CRS.

ACTION: Commissioner Streitfeld made a motion to approve the resolution accepting the Adaption Plan as defined in the Vulnerability Assessment Report. Mayor Latham seconded the motion.

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

14.B Discussion of Workforce Housing Program Options - Village Manager Ralph Rosado, PhD, AICP (CGA Planning & Grants Administrator Vickki Placide-Pickard via Village Planner Silvia E. Vargas, FAICP, LEED AP)

During the meeting, Village Manager Rosado requested further guidance from the Village Commission on the Workforce Housing Program concepts and fund utilization. Vickki Placide-Pickard from Calvin Giordano and Associates (CGA) presented six proposed programs, including 3 rental assistance programs and 3 homeowners' assistance programs.

Ms. Placide referenced Mayor Latham's comments from January suggesting a utility assistance solution, can be done via resolution.

The Commission discussed various options, such as rental assistance for up to 6 months, deposits, first, last, and security month funding, rehabilitation assistance, HOA fees assistance, special assessment assistance, and utility assistance for homeowners.

Commissioner Rotondaro suggested prioritizing rental assistance and homeowners' assistance for NBV First Responders, Miami Dade County Fire Rescue employees (affiliated with NBV – Station 27), employees working in TIES, and existing Village residents.

Mayor Latham proposed identifying existing residents with at least one year of residency.

Vice Mayor Chervony recommended clarifying the groups eligible for assistance, including Miami Dade County Fire Rescue, TIES employees, and licensed health professionals in NBV, exclusively through a loan option.

Mayor Latham supported rental assistance for up to 6 months, deposits, first, last, and security month funding.

Ms. Placide recommended providing first-time buyers with a loan of up to $30,000.

Commissioner Cuk suggested offering collateral to ensure loan repayment.

Mayor Latham and Commissioner Cuk favored rental assistance and HOA assistance programs.

Mayor Latham also suggested exploring special assessment programs supported by the County and was also in favor of supporting the Utility Assistance.

Village Attorney Sera mentioned that additional programs can be added via resolution, and loans can be structured through utility accounts.

Ms. Placide will draft policies and procedures based on the feedback received during the meeting for further review at the next commission meeting.

14.C A **Resolution Authorizing Negotiation and Execution of Such Agreements as May Be Necessary with the City of Miami Beach for Mutual Aid and Pursuit of Other Mutually Desirable Goals - *Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony, and Commissioners Goran Cuk and Rachel Streitfeld***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE SUCH AGREEMENTS AS MAY BE NECESSARY WITH THE CITY OF MIAMI BEACH FOR MUTUAL AID AND OTHER MUTUALLY DESIRABLE GOALS AND ACTIVITIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Manager Rosado asked for the Village Commission to discuss potential goals and activities that are mutually desirable to North Bay Village and Miami Beach to include them in one or more agreements between the municipalities.

The proposed terms will then form the basis of one or more agreements, which will also need to be approved by the City of Miami Beach Commission. He added that the proposed resolution for consideration would authorize the Village Manager to negotiate and execute one or more agreements, as may be needed, and subject to approval by the Village Attorney as to form and legal sufficiency, with the City of Miami Beach.

There was a brief discussion on the request to add green bike lanes, speed cameras, joint advocacy on water-based businesses, marine patrol, and a water taxi program.

There was a consensus for staff to present a draft of the agreement terms for consideration by the Village Commission at the April meeting.

14.D Discussion and Status Update on the 7918 West Drive Project - *Sponsored by Mayor Brent Latham and Vice Mayor Richard Chervony*

Village Manager Rosado provided a brief update on the 7918 W. Drive development. The Village was awaiting payment for parking spaces, LPR replacement, extended hours, and off-duty officers.

Chief of Staff to the Village Manager, Leo Cosio, mentioned that there are four parking spaces available for rent at $8,000. The staff was comfortable with this arrangement, extended hours

totaling 58.5 hours for $17,500 should be paid by the end of the week. The off-duty details have been updated from March 6 to the present, with payment pending on Friday.

Vice Mayor Chervony questioned the need for parking spaces if the project has halted, while Mayor Latham inquired about the necessity of parking for the site.

Attorney Brian Adler mentioned that Vivian Diamond will be representing the owners in the coming months. He proposed a progress report on this matter within the next month and suggested a Special or Sunshine meeting for a project update.

Mayor Latham recommended scheduling a Sunshine meeting with Members of the Commission, so they are updated on the project status.

Additionally, Mayor Latham requested that the staff explore repayment for the loss of use of Vogel Park.

14.E Discussion Regarding Regulations for Floating Platforms - *Sponsored by Mayor Brent Latham*

Mayor Latham introduced the discussion and explained that there were extensive discussions at multiple levels with the County regarding floating platforms. It appears that the Village might have an opportunity to address the enforcement of jet ski regulations through collaboration with the County. Specifically, the Police could take action to remove unregistered boats to Anker, thus mitigating the nuisances caused by floating platforms, particularly those associated with jet ski rentals. He felt it would address the floating platforms for jet ski rentals that are detrimental to the environment.

Village Manager Rosado shared that communication with the County indicated that the County Police Department can enforce statutes related to floating structures, with the possibility of removal within 5 days of being tagged.

Chief of Police Carlos Noriega and Deputy Chief of Police Samuel Bejar recalled a previous meeting with Commissioner Steinberg on this issue. Representatives from the Miami-Dade County Police were present to provide updates on recent legislative developments.

Deputy Chief of Police Bejar explained that the County has changed its enforcement approach. Lt. Rodriguez and Lt. Garcia from the Marine Patrol provided the Commission with details.

Miami-Dade County Marine Patrol, in collaboration with agencies such as DERM, initiated investigations into identified vessels. This includes verifying licenses and insurance for jet ski platforms.

Lt. Garcia explained that about 4 years ago, the Department started receiving complaints about floating platforms, with only the Florida Wild Commission (FWC) initially addressing them. Subsequently, Miami Dade County Police began assisting the FWC in identifying these vessels as part of investigations. The State Attorney Office (SOA) has agreed that vessels without owners can be considered illegal dumping and thus subject to removal. To date, 15 boats have been removed at the owners' expense, with DERM managing the removal process. Boat owners who fail to pay will have their license results in license revocation.

Regarding platforms, those platforms vessels not registered are tagged and removed. The Department has identified owners of 7-8 platforms. An example was provided of successfully removing a platform operated by a business that was not considered a vessel. Although the workload was substantial, progress was being made, particularly around the Pelican Bay area.

Mayor Latham inquired about how the Village could assist.

Sgt. Garcia expressed gratitude for the Village Police Department's support. Miami Dade County Police Department was also collaborating on legislation with Commissioner Steinberg and State Representative Garcia.

Commissioner Streitfeld will advocate for additional funding to assist coastal communities during the budget process, collaborating with the County to secure additional resources.

Village Manager Rosado inquired about the renewal of the Mutual Aid Agreement and possibly the creation of a Task Force.

Deputy Chief Bejar explained that the marine time assets were limited. The Village could make a concurrent jurisdiction agreement with the Miami Dade County Marine unit, however, that could all change in 2025 when a new Sheriff is elected.

15. Adjournment

ACTION: Mayor Latham made a motion to adjourn the meeting Vice Mayor Chervony seconded the motion, and it passed by unanimous voice vote.

There being no further business to discuss the meeting was adjourned at 10:49 p.m.

Accepted this 14th day of May 2024.

_____
Brent Latham, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

NORTH BAY VILLAGE
SPECIAL VILLAGE COMMISSION MEETING MINUTES
APRIL 2, 2024 | 9:00 AM
1666 Kennedy Causeway, #300 North Bay Village, FL 33141
Meeting ID: 838 1407 6519 | Passcode: 287473

ROLL CALL

1. Opening Items

A. Call to Order

Mayor Lathan called the meeting to order at 9:00 a.m.

B. Roll Call

The following members were in attendance:
Mayor Brent Latham
Vice Mayor Richard Chervony
Commissioner Goran Cuk
Commissioner Andrew Rotondaro
Commissioner Rachel Streitfeld

C. Pledge of Allegiance

The pledge of allegiance was recited.

2. Public Comments

3. Discussion / Action Items

3.1 Discussion and Potential Termination of the Village Manager's Employment Agreement - Sponsored by Vice Mayor Richard Chervony

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, TERMINATING THE VILLAGE MANAGER EMPLOYMENT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Chervony introduced the proposed discussion item and expressed that there are several discrepancies as it relates to the Village Manager's performance.

Vice Mayor Chervony expressed the following items that need to be corrected and or follow up:

- The Village did not receive the Community Contributions from the Shoma Bay Project.
- The Village Manager left for a leadership conference without the Mayor's authorization.
- The Village proposed Community Center changed its composition.

ACTION: Vice Mayor Chervony made a motion to terminate the Village Manager. Commissioner Cuk seconded the motion.

Mayor Latham would like to provide Dr. Rosado with an opportunity to answer their concerns.

Dr. Rosado understands Vice Mayor Chervony's concerns as the Commission provides guidance as to taking time to attend a leadership conference.

Mayor Latham stated that the Village Manager left the leadership without leaving anyone in charge. In addition, the record-keeping of the Village Manager's vacation / personal time off was confusing, as he often deleted events from his Outlook calendar. The Village Commission has expectations from the Village Manager.

Commissioner Daro expressed concerns about the removal of calendar items causing confusion for the Village Commission. He emphasized the need for accountability regarding Shoma Bay and requested an update on pending funds. Commissioner Daro mentioned meeting with the Manager regarding the sidewalk project and engaging with the Public Works and Finance departments. Following these discussions, he noted that road restriping on Harbor Islands was completed the day after meeting with the team. Commissioner Daro commended the Village's team and expressed support for retaining the Manager, emphasizing the importance of project completion.

Commissioner Streitfeld is seeking strong leadership with all staff members, particularly in relation to infrastructure projects where urgency was currently lacking. While she acknowledges the necessary processes for permitting and design, she emphasizes the need for increased efficiency to see projects through to completion. There appears to be a lack of clarity within the Commission, particularly regarding calendar invitations being deleted and reporting procedures. She has advised the Manager to provide staff members with clear project phases. Additionally, she requested frequent updates before meetings to enhance communication and efficiency.

Commissioner Cuk expressed that the residents deserve better and highlighted concerns about issues affecting productivity under the current management. He emphasized the importance of addressing these issues promptly for the benefit of the residents. Commissioner Cuk stated that the Village cannot afford to continue with indecision and requires a clear answer on leadership. As a result, he would accept the Village Manager's resignation at this time.

Mayor Latham expressed concerns regarding the Manager's unequal treatment of all members of the Commission. He emphasized the importance of equal treatment for everyone. Mayor Latham was frustrated by instances where one Commissioner's project request took precedence over another Member's, leading to delays and being placed on a list. He also noted that the Manager may struggle to provide a thorough and precise explanation of issues during public meetings. The Village Commission is elected by residents to drive the community's progress. He was concerned regarding perceived friction created by the Manager and a sense of stagnation among Commissioners and how other members of the Commission have voiced frustration over project delays and related issues.

Vice Mayor Chervony inquired about what led the Village Manager to believe he was losing his job, prompting him to remove all personal belongings from his office. As of yesterday, he was still in the process of retrieving items from his office when they had a conversation.

Commissioner Cuk felt that we have a lack of leadership.

Village Manager Rosado apologized for any confusion regarding vacation time and clarified that he did not misuse any Village time. He ensured that his time off in early January and February was properly accounted for during a meeting with Finance on March 11. Managing calendar items during his absence proved challenging, leading to a process of deletion. Chief of Police Carlos Noriega acted as Manager during his conference attendance, with clear communication of his absence dates. Efforts have been made to recover pending funds from Shoma Bay, with the developer contacted and funds recently. The Public Works issues are being addressed through regular staff meetings to ensure accountability and timely project completion. He stated that staff will be held responsible for meeting project deadlines.

Mayor Latham expressed amazement at the effectiveness of taking decisive action. He highlighted a perceived lack of trust in the Village Manager and expressed a need for collaboration to address the current situation.

Commissioner Cuk requires a formal agreement to be established and is uncertain about the feasibility of resolving the issues.

Commissioner Daro seeks clarity on the Mayor's expectations for the upcoming month. Mayor Latham is frustrated with the current handling of affairs and desires transparency for a smooth transition.

Village Manager Rosado proposed holding weekly meetings with each Member of the Commission.

Vice Mayor Chervony expressed he was the most accessible Member of the Commission to meet with. However, the Village Manager had not met with him in the last two weeks, waiting until the final day to do so. A call was received yesterday at 5:32 p.m. regarding ongoing matters.

Commissioner Streitfeld evaluated the Manager two weeks ago, and recent events have altered communication dynamics. She reminded the Commission that an agreement was made to reassess the manager in six weeks. Following the last meeting, the Manager deleted a calendar invitation against the Commission's decision and then sent an email about being out of the office.

Mayor Latham suggested the Manager delegate responsibilities and take a vacation. A plan of action was proposed, giving one week to address issues with Commissioner Cuk and Vice Mayor Chervony. The Mayor's suggestion was accepted by the Village Manager.

Commissioner Cuk withdrew his motion to terminate the Village Manager. There being no second motion failed.

Vice Mayor Chervony expressed concerns about Village projects and will revisit the matter in a week.

There was a consensus to revisit the item in one week at the Regular Commission Meeting.

4. **Adjournment**

ACTION: Commissioner Streitfeld made a motion to adjourn the meeting. Vice Mayor Chervony seconded the motion, and it passed by unanimous voice vote.

There being no further business to discuss the meeting was adjourned at 9:56 a.m.

Accepted this 14th day of May 2024.

_____
Brent Latham, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Traffic Enforcement Report (April 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (April 2024) - FINAL.pdf

North Bay Village Police Department
Memorandum

Date: May 01, 2024

To: Deputy Chief, S. Bejar

From: Sgt. N. Benitez

Subject: Monthly Traffic Enforcement Report for April 1 to April 30, 2024

The following is the Monthly After-Action Report for the Department's continuing traffic educational/enforcement initiative. The information contained herein details the activity for the month of April 2024. The purpose of our traffic safety campaign is to enhance traffic safety in our community and mitigate violations of traffic laws through the apprehension and citation of drivers, public education, and raising awareness of the dangers of aggressive driving, speeding, red-light running, seat belt compliance, bike/pedestrian safety, impaired driving, distracted driving, and general traffic safety. Our Traffic Enforcement Team will continue to monitor all Village-wide traffic-related issues and conduct strategic enforcement, reporting our continuing progress on a monthly basis.

Traffic Enforcement on Kennedy Causeway:

- 255 – Speeding Citations
- 47 – Criminal Citations
- 56 – Moving Violation Citations
- 119 – Non-Moving Citations
- 18 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 5 – Criminal Citation
- 17 – Moving Violation Citations
- 23 – Non-Moving Citations
- 2 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 3 – Criminal Citations
- 13 – Moving Violation Citations
- 17– Non-Moving Citations
- 2 – Warnings

Traffic Enforcement on North Bay Island:

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

Traffic Enforcement Totals:

- 555 – Citations
- 22 – Warnings
- 172 – Parking Citations

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Julie Leonardi, Director of Communications

SPONSORED BY:

SUBJECT: Communications & Special Events Report (April 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Communications & Special Events Report (April 2024)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
April2024CommsEvents.pdf

North Bay Village

Communications & Special Events Engagement Report

NORTH BAY VILLAGE
HEART OF THE BAY

The Village Communications & Special Events Department has carried out several very successful PR campaigns and major events over the last month.

The annual Spring Fling, held at TIES field for the first time in several years, drew in record attendance. Nearly 500 people stopped by to enjoy a massive egg hunt, petting zoo, refreshments, kid-friendly art projects and more. This proved to be one of our most successful events to date.

The Village celebrated the beginning of new public art projects like the newly painted FP&L utility boxes. We celebrated the occasion with a ribbon cutting and have since gained positive feedback on the art piece. Our Vogel Park Marine Facility groundbreaking event drew in nearly 100 residents to learn more about the upcoming project and ceremoniously mark the start of construction.

The third-annual #PoopFreeNBV event in Civic Park drew in more than 50 people despite poor weather conditions. The event has grown bigger each year, this time gaining several sponsors; offering guests free bites and perks for dog owners.

New residents in NBV are now given welcome booklets in a brochure style that has up to date information including park locations, utility information and more.

We celebrated the addition of two new community library installations in both Vogel Park and Schonberger Park thanks to our Resident Services board by way of Commissioner Streitfeld.

On *Instagram*, our NBV account has 3,270 followers. We've increased nearly 1,000 followers in the last few months. This is a record increase. In 30 days, we've increased 250 followers.
On *Facebook*, our NBV account has 2,000 followers with 22,500 impressions.
On *Twitter*, our NBV account has ~1,200 followers.
On *LinkedIn*, our NBV account has 55,000 impressions and a 10% increase in engagement since last month.
Newly released NBV videos have increased our social media engagement rate significantly and have received hundreds of views.

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Enforcement Report (April 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $8,800.00 in Code Enforcement Fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
2024-000-19582 incident report.pdf
2024-000-20734 Incident Report.pdf
Code Monthly Report April-2024.pdf

NORTH BAY VILLAGE POLICE DEPARTMENT

CALL FOR SERVICE

Agency P Police **Incident #** 202400019582 **Case #**

CALL FOR SERVICE
Activity STVRV STVR Violation **Priority** R Routine **Common Place**

LOCATION
City North Bay Village
Loc 7536 Adventure Ave
Apt# **Cnty** MD Miami-Dade
Route **Beat** **Fire** **EMS** **Zone**
Nbvp

COMPLAINANT
Anon **Type** C Complainant
ADDRESS
City **State** FL
Zip 33141 **Tel**

Dspchr 00000028 Jennifer Nunez **Rept** 4/21/24 7:59 **Shift** 2 7AM-3PM
By 00000028 Jennifer Nunez **How** T Telephone **Dispo** NR No Report

PERSON

Suffix 01 **Name** Collins, Reginae **Type**
Sex F **Race** B **DOB** 7/1/01 **Age**
Height **Weight**
Address **Telephone** 7864869828
Address **Telephone**
Cloth
Street/Dir
Other

Suffix 02 **Name** Smith, Rain **Type**
Sex M **Race** B **DOB** 4/6/01 **Age** 23
Height 508 **Weight** 280
Address **Telephone** 7864869828
Address **Telephone**
Cloth
Street/Dir
Other

VEHICLE

Suffix **Plate** **State** **Make/Model**
Year **Color** **Occupants**
Description
Street/Dir
Other
VIN

Transport

Suffix

Unit **Miles** **Start** **End** **Tot**
Patient **Type** **Sex**
Reason **Care**

NORTH BAY VILLAGE POLICE DEPARTMENT

CALL FOR SERVICE

Agency P Police **Incident #** 202400019582 **Case #**

Blotter

People screaming the whole night and being loud.
Upon arrival, no noise was hear from sidewalk.
Contact was made with occupants who said they were outside talking earlier but no one was loud.
No violation was observed.
BWC Deployed.

TimeChanged	Dispatcher	Agency	UnitID	Status	Officer1	Officer2	Officer3
4/21/2024 08:02:21	00000028	P	NBV112	2 Enroute	00000291		
4/21/2024 08:02:22	00000028	P	NBV119	W DISP	00000281		
4/21/2024 08:02:58	00000028	P	NBV119	2 Enroute	00000281		
4/21/2024 08:05:02	00000028	P	NBV100	W DISP	00000208		
4/21/2024 08:05:03	00000028	P	NBV100	2 Enroute	00000208		
4/21/2024 08:05:03	00000281	P	NBV119	3 Arrival	00000281		
4/21/2024 08:16:25	00000028	P	NBV112	1 Avail	00000291		
4/21/2024 08:16:27	00000028	P	NBV119	1 Avail	00000281		
4/21/2024 09:42:40	00000281	P	NBV119	W DISP	00000281		
4/21/2024 09:51:03	00000281	P	NBV119	1 Avail	00000281		
4/21/2024 09:51:03	00000281	P	NBV100	1 Avail	00000208		

NORTH BAY VILLAGE POLICE DEPARTMENT

CALL FOR SERVICE

Agency P Police **Incident #** 202400020734 **Case #**

CALL FOR SERVICE
Activity STVRV STVR Violation **Priority** R Routine **Common Place**
LOCATION COMPLAINANT
City North Bay Village Lauren **Type** C Complainant
Loc 7521 Cutlass Ave ADDRESS
Apt# **Cnty** MD Miami-Dade
Route **Beat** **Fire** **EMS** **Zone** **City** North Bay Village **State** FL
Nbvp **Zip** 33141 **Tel** 3025843162

Dspchr 00000070 Sean Rodriguez **Rept** 4/28/24 4:58 **Shift** 1 11PM-7AM
By 00000070 Sean Rodriguez **How** T Telephone **Dispo** NF Unfounded

PERSON

Suffix **Name** **Type**
Sex **Race** **DOB** **Age**
Height **Weight**
Address **Telephone**
Address **Telephone**
Cloth
Street/Dir
Other

VEHICLE

Suffix **Plate** **State** **Make/Model**
Year **Color** **Occupants**
Description
Street/Dir
Other
VIN

Transport

Suffix

Unit **Miles** **Start** **End** **Tot**
Patient **Type** **Sex**
Reason **Care**

Blotter

Loud party. BWC
Negative on a loud party. No noise, talking, or music heard. Courtesy contact made. Renters advised they were coming inside. No Report. BWC.

TimeChanged	Dispatcher	Agency	UnitID	Status	Officer1	Officer2	Officer3
4/28/2024 04:59:17	00000070	P	NBV229	W DISP	00000283		
4/28/2024 04:59:18	00000070	P	NBV229	2 Enroute	00000283		
4/28/2024 04:59:20	00000070	P	NBV221	W DISP	00000267		
4/28/2024 04:59:22	00000070	P	NBV221	2 Enroute	00000267		
4/28/2024 05:04:46	00000283	P	NBV221	1 Avail	00000267		
4/28/2024 05:04:46	00000283	P	NBV229	1 Avail	00000283		

	Code	Statistics	Nov-19	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7904 West Dr. #101	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #203	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #704	Operating/Advertising	Warning	11/2/2019		
7904 west Dr. #206	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #303	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #111	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. # 914	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. # 917	Operating/Advertising	Warning	11/2/2019		
7700 Miami View Dr.	Special Magistrate	SM Order	10/29/2019		$29,160.00
7939 East Dr. #15	Operating/BTR	Citation	11/4/2019		$1,100.00
7904 East Dr. #407	Operating/BTR	Citation	11/4/2018	$1,100.00	
7700 Beach View Dr.	Operating/noise	Citation	11/13/2019		$1,100.00
1365 Bay Ter.	Operating	Citation	11/13/2019		$1,000.00
7904 West Dr. #507	Operating/BTR	Citation	11/15/2019		$2,100.00
7525 W Treasure Dr.	Operating	Citation	11/18/2019		$1,100.00
7540 Mutiny Ave.	Operating	Citation	11/20/2019		$550.00
7904 West Dr. #916	Operating /BTR	Citation	11/22/2019		$1,100.00
				$1,100.00	$37,210.00

	Code	Statistics	Dec-19	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7904 West Dr. #216	Operating/Advertising	Citation	12/3/2019		$1,350.00
7904 West Dr. #1003	Operating/Advertising	Citation	11/29/2019		$1,100.00
7904 West Dr. #711	Operating/Advertising	Warning	12/5/2019		
7904 West Dr. #602	Operating/Advertising	Warning	12/5/2019		
7904 West Dr. #512	Operating/Advertising	Warning	12/5/2019		
7904 West Dr #115	Operating/Advertising	Warning	11/30/2019		
1830 S Treasure Dr. #211	Operating/Advertising	Citation	12/10/2019	$1,100.00	
7921 West Dr. #6	Operating/Advertising	Warning	11/25/2019		
7545 E Treasure Dr. #10H	Operating/Advertising	Warning	11/25/2019		
7501 E Treasure Dr. #6T	Operating/Advertising	Warning	11/25/2019		
7928 East Dr. #101	Operating/Advertising	Warning	11/25/2019		
7939 East Dr.#15	WWP	Citation	12/1/2019		$500.00
7545 E Treasure Dr. #6i	WWP	Citation	12/6/2019		$500.00
7545 W Treasure Dr.	Landscape	Citation	12/6/2019		$200.00
7904 West Dr. #515	WWP	Citation	12/9/2019		$500.00
7701 Beach View Dr.	Various	Citation	12/12/2019		$2,500.00
1625 Kennedy Cswy	MOT Permit	Citation	12/12/2019		$500.00

	Landscape	Citation	12/13/2019		$675.00
1665 Kennedy Cswy	Noise/Permit	Citation	12/27/2019		$400.00
7901 Hispanola Ave	Noise	Citation	12/27/2019		$300.00
1665 Kennedy Cswy	Noise	Citation	12/30/2019	$500.00	
				$1,600.00	$8,525.00

	Code	**Statistics**	**Jan-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1665 Kennedy Cswy	Noise/Permit	Citation	1/3/2020		$500.00
7940 West Dr.	Landscape	Citation	1/6/2020		$200.00
7900 Harbor Island #PH13	Operating/Advertising	Warning	1/6/2020		
7900 Harbor Island #PH17	Operating/Advertising	Warning	1/6/2020		
1865 Kennedy Cswy	WWP	Citation	1/9/2020	$500.00	
1401 Kennedy Cswy	WWP	Citation	1/4/2020	$200.00	
1401 Kennedy Cswy	WWP/Noise	Citation	1/11/2020	$500.00	
1550 S Treasure Dr.	WWP	Citation	1/11/2020	$200.00	
7904 West Dr. #1016	Special Magistrate	Order	1/13/2020		$2,000.00
1441 S Treasure Dr.	Special Magistrate	Order	1/16/2020		$400.00
1830 S Treasure Dr	Special Magistrate	Order	1/21/2020		$1,100.00
7509 Adventure Ave	Special Magistrate	Order	1/22/2020		$675.00
7711 Beach View Dr	WWP	Citation	1/23/2020		$500.00
7800 Beach View Dr	Trash	Citation	1/24/2020		$100.00
1865 Kennedy Cswy #3M	Noxious Odor	Citation	1/2/2020		$100.00
7504 Jewel Ave	WWP	Citation	1/2/2020		$500.00
1665 Kennedy Cswy	WWP	Citation	1/28/2020		$500.00
7904 West Dr. #115	Operating/Advertising	Citation	1/3/2020	$1,100.00	
7504 Adventure Ave	Operating/Advertising	Warning	1/6/2020		
1550 S Treasure Dr.	WWP	Citation	1/28/2020		$400.00
7900 Harbor Island #PH13	Operating/Advertising	Citation	1/23/2020	$2,100.00	
7900 Harbor Island #PH17	Operating/Advertising	Citation	1/23/2020	$2,100.00	
7920 East Drive	Minimum Housing	Warning	1/13/2020		
7401 Miami View Dr	Landscape	Warning	1/13/2020		
				$6,700.00	$6,975.00

	Code	**Statistics**	**Feb-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1401 Kennedy Cswy	WWP/Noise	Citation	2/3/2020		$700.00
1550 Kennedy Cswy	WWP	Citation	2/3/2020		$500.00
7401 Beach View Dr	Derelict Trailer	Warning	2/7/2020		
7800 Hispanola Ave	WWP/Noise	Citation	2/5/2020		$700.00

7933 West Dr.	Building Parts	Warning	2/10/2020		
1865 Kennedy Cswy	WWP	Citation	2/3/2020		$500.00
1665 Kennedy Cswy	Blocking ROW	Warning	2/12/2020		
7920 West Dr	Dead Storage	Warning	2/7/2020		
Jewel /S.Treasure Dr	Dead Storage	Warning	2/11/2020		
7531 Miami View Dr	WWP	Citation	1/29/2020	$500.00	
1665 Kennedy Cswy	Blocking ROW	Citation	2/14/2020	$50.00	
1872 Kennedy Cswy	WWP	Citation	2/14/2020	$500.00	
7701 Coquina Dr	Landscape	Citation	2/21/2020	$500.00	
7711 Beach View Dr.	Operating/Advertising	Citation	2/19/2020	$1,100.00	
1665 Kennedy Cswy	Blocking ROW	Citation	2/19/2020	$50.00	
7552 Mutiny Ave	WWP	Citation	2/20/2020	$500.00	
1886 Kennedy Cswy	BTR	Warning	2/14/2020		
1888 Kennedy Cswy	BTR/Single use	Warning	2/14/2020		
1880 Kennedy Cswy	BTR	Warning	2/14/2020		
7810 Center Bay Dr	Landscape	Warning	2/19/2020		
7525 Buccaneer Ave	Fence	Warning	2/24/2020		
Adventure/S.Treasure Dr	Dead Storage	Warning	2/18/2020		
Galleon/E.Treasure Dr	Dead Storage	Warning	2/5/2020		
7934 West Dr	Knox Box	Warning	2/17/2020		
1625 Kennedy Cswy	Knox Box	Warning	2/17/2020		
1865 Kennedy Cswy	WWP	Citation	2/15/2020	$500.00	
1872 Kennedy Cswy	Trash	Citation	2/17/2020	$200.00	
1666 Kennedy Cswy	Minimum Housing	Warning	2/7/2020		
7525 W Treasure Dr	Operating/Advertising	Citation	2/28/2020		$2,100.00
1624 Kennedy Cswy	BTR	Warning	2/26/2020		
1630 Kennedy Cswy	BTR	Warning	2/27/2020		
7601 E Treasure Dr #4	BTR	Warning	2/27/2020		
7601 E Treasure Dr #20	BTR	Warning	2/27/2020		
				$3,900.00	$4,500.00

	Code	**Statistics**	**Mar-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1520 S. Treasure Dr	WWP	Citation	2/29/2020	$200.00	
1520 S. Treasure Dr	Noise	Citation	2/29/2020	$200.00	
7537 W. Treasure Dr	Operating/Advertising	Citation	3/3/2020		$1,100.00
7920 East Dr #14	WWP	Citation	3/4/2020		$200.00
1872 Kennedy Cswy	WWP	Citation	3/9/2020		$500.00
1872 Kennedy Cswy	Trash	Citation	3/9/2020		$200.00
7904 West Dr #808	WWP	Citation	3/9/2020	$500.00	
7525 Buccaneer Ave	WWP	Citation	3/7/2020	$200.00	
7525 Buccaneer Ave	Noise	Citation	3/7/2020	$200.00	
7900 Harbor Island Dr#517	Operating/Advertising	Warning	3/10/2020		

7508 Jewel Ave	Operating/Advertising	Warning	3/10/2020		
7904 West Dr #808	WWP	Citation	3/10/2020		$500.00
1665 79th Street CSWY	Graffiti	Warning	3/11/2020		
1580 79th St CSWY	Graffiti	Warning	3/11/2020		
1600 79th St CSWY	Graffiti	Warning	3/11/2020		
7904 West Dr #206	Special Magistrate	Order	3/9/2020		$1,500.00
7601 E. Treasure Dr #25	BTR	Warning	3/10/2020		
7601 E Treasure Dr #10	Trash	Warning	3/11/2020		
7601 E. Treasure Dr	Dumpster Regulations	Warning	3/11/2020		
7904 West Dr #112	WWP	Citation	3/12/2020	$500.00	
7544 Mutiny Ave	Operating/Advertising	Warning	3/12/2020		
7830 Miami View Dr	Operating/Advertising	Warning	3/12/2020		
7904 West Dr #303	Operating/advertising	Citation	3/12/2020	$1,100.00	
1550 Kennedy Cswy	BTR	Warning	3/12/2020		
1555 N.Treasure Dr #311	Operating/Advertising	Warning	3/12/2020		
1850 S. Treasure Dr	WWP	Citation	3/14/2020	$200.00	
1850 S. Treasure Dr	Noise	Citation	3/14/2020	$200.00	
7610 Center Bay Dr	Operating/Advertising	Citation	3/17/2020	$1,000.00	
7610 Center Bay Dr	BTR	Citation	3/17/2020	$100.00	
7525 W. Treasure Dr	Operating/Advertising	Citation	3/17/2020	$2,000.00	
7525 W. Treasure Dr	BTR	Citation	3/17/2020	$100.00	
7529 Bounty Ave	Building Maintenance	Warning	3/18/2020		
7410 Beach View Dr	Landscape/Pool	Warning	3/18/2020		
1400 Kennedy Cswy	Trash/Signs	Warning	3/18/2020		
Utility Contractor	Obstructing ROW	Citation	3/18/2020	$50.00	
7904 West Drive #604	Special Magistrate	Order	3/24/2020		$2,000.00
7929 West Dr	Knox Box	Warning	3/19/2020		
1401 Kennedy Cswy	Noise	Citation	3/26/2020	$200.00	
7508 Jewel Ave	Operating/Advertising	Citation	3/27/2020	$1,100.00	
7508 Jewel Ave	Emergency Order	Citation	3/27/2020	$250.00	
7601 E Treasure Dr	Emergency Order	Warning	3/30/2020		
Various	Emergency Order	Advisory	Various		
				$8,100.00	$6,000.00

	Code	**Statistics**	**Apr-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7508 E Treasure Dr	Trash	Warning	4/1/2020		
7917 West Dr	Bulk Trash	Warning	4/1/2020		
1850 S Treasure Dr	Noise	Citation	4/3/2020	$200.00	
1555 N Treasure Dr	ROW Violation	Warning	4/1/2020		
1850 S Treasure Dr	WWP	Citation	4/3/2020	$200.00	
7610 Center Bay Dr	Operating/Advertising	Citation	4/6/2020		$1,000.00
7610 Center Bay Dr	BTR	Citation	4/6/2020		$100.00

7900 Harbor Island Dr #521	BTR	Warning	4/1/2020		
7524 W Treasure Dr	Special Magistrate	Order	4/1/2020		$1,550.00
7553 Bounty Ave	Trash	Warning	4/7/2020		
7925 West Dr	WWP	Citation	4/7/2020		$500.00
7925 West Dr	Seawall	Warning	4/7/2020		
7925 West Dr	WWP	Citation	4/10/2020		$500.00
1850 S Treasure Dr	Noise	Citation	4/6/2020		$200.00
1850 S Treasure Dr	WWP	Citation	4/6/2020		$200.00
7601 E Treasure Dr #2119	Emergency Order	Citation	4/15/2020	$250.00	
7508 Jewel Ave	Operating/Advertising	Citation	4/16/2020	$2,000.00	
7508 Jewel Ave	BTR	Citation	4/16/2020	$100.00	
7508 Jewel Ave	Emergency Order	Citation	4/16/2020	$250.00	
7904 West Dr #1003	Operating/Advertising	Citation	4/17/2020	$2,000.00	
7904 West Dr #1003	BTR	Citation	4/17/2020	$100.00	
7904 West Dr #1003	Emergency Order	Citation	4/17/2020	$250.00	
7904 West Dr #1005	Emergency Order	Citation	4/17/2020	$250.00	
7536 W Treasure Dr	WWP	Citation	4/17/2020	$500.00	
7904 West Dr #1005	Operating/Advertising	Warning	4/17/2020		
7904 West Dr	WWP	Citation	4/20/2020	$500.00	
7601 E Treasure Dr #CU19	Emergency Order	Citation	4/21/2020	$250.00	
7508 Jewel Ave	Various	Citation	4/23/2020		$1,350.00
7508 Jewel Ave	Various	Citation	4/23/2020		$2,350.00
1880 S Treasure Dr #3A	WWP	Citation	4/23/2020	$500.00	
1480 S Treasure Dr	Trash	Warning	4/24/2020		
7517 Buccaneer Ave	Noise	Citation	4/25/2020	$200.00	
1860 Kennedy Cswy	Trash	Citation	4/27/2020	$200.00	
7911/7913 West Dr	Trash	Warning	4/24/2020		
(15) Lien Searches					
				$7,750.00	$7,750.00

	Code	**Statistics**	**May-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7525 W Treasure Dr	Operating/Advertising	Citation	4/3/2020		$2,100.00
7937 West Drive #F	Minimum Housing	Warning	4/30/2020		
7937 West Drive #F	Minimum Housing	Citation	5/1/2020	$250.00	
7517 Buccaneer Ave	Noise	Citation	5/6/2020		$200.00
7904 West Dr #1005	Emergency Order	Citation	5/6/2020		$250.00
7700 Miami View Dr	WWP	Citation	5/8/2020	$500.00	
7400 Beach View Dr	Landscape	Warning	5/4/2020		
7524 W Treasure Dr	Landscape	Warning	5/6/2020		
7700 Miami View Dr	WWP	Citation	5/8/2020		$500.00
1365 Bay Terrace	Noise	Citation	5/9/2020	$100.00	
7517 Hispanola Ave	Graffiti/Maintenance	Warning	5/7/2020		
7904 West Dr #115	Operating/Advertising	Warning	5/8/2020		

7904 West Dr #205	Operating/Advertising	Warning	5/8/2020		
7731 Coquina Dr	Operating/Advertising	Warning	58/2020		
1601 Kennedy Cswy	Graffiti	Warning	5/8/2020		
7401 Miami View Dr	Landscape	Warning	5/9/2020		
7623 Beach View Dr	Trash/Recycling	Citation	5/9/2020		
1755 Kennedy Cswy	Graffiti/Trash	Warning	5/11/2020		
7934 West Dr #1005	Operating/Advertising	Warning	5/13/2020		
1640 N Treasure Drive	Operating/Advertising	Warning	5/13/2020		
1540 S Treasure Dr	Landscape	Warning	5/13/2020		
7553 Adventure Ave	Landscape	Warning	5/13/2020		
7536 W Treasure Dr	WWP	Citation	5/13/2020		$500.00
7711 Beach View Dr	Operating/Advertising	Citation	5/14/2020	$2,000.00	
7711 Beach View Dr	BTR	Citation	5/14/2020	$100.00	
1440 S Treasure Dr	Landscape	Warning	5/14/2020		
1881 Kennedy Cswy #706	Operating/Advertising	Warning	5/15/2020		
7557 Mutiny Ave	Operating/Advertising	Warning	5/15/2020		
7544 Adventure Ave	Operating/Advertising	Warning	5/16/2020		
7623 Beach View Dr	Trash	Citation	5/16/2020	$200.00	
7544 Adventure Ave	Property Maintenance	Warning	5/18/2020		
7926 East Drive	Noise	Citation	5/18/2020	$100.00	
7940 West Drive	Fence	Warning	5/20/2020		
1860 Kennedy Cswy	Trash	Citation	5/20/2020		$200.00
1401 Kennedy Cswy	WWP	Citation	5/22/2020	$500.00	
7904 West Drive #205	Operating/Advertising	Citation	5/23/2020	$1,000.00	
7904 West Drive #205	BTR	Citation	5/23/2020	$100.00	
1555 Kennedy Cswy	Fence	Warning	5/20/2020		
1555 Kennedy Cswy	Landscape ROW	Warning	5/22/2020		
1880 Kennedy Cswy	Trash	Warning	5/27/2020		
7556 W Treasure Dr	Expired Permits	Citation	5/27/2020	$500.00	
1550 S Treasure Dr	Noise/WWP	Citation	5/27/2020		$1,100.00
7501 Adventure Ave	Landscape ROW	Warning	5/28/2020		
7601 E Treasure Dr	Emergency Order	Citation	5/28/2020		$250.00
Lien Searches (14)					
				$5,350.00	$5,100.00

	Code	**Statistics**	**Jun-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7510 Coquina Dr	Noise	Warning	5/28/2020		
7556 W Treasure Dr	Expired Permit	Citation	5/29/2020		$500.00
7904 West Drive	WWP	Citation	5/29/2020		$500.00
1540 S Treasure Dr	Trash	Warning	6/1/2020		
1819 Kennedy Cswy	Emergency Order	Citation	6/1/2020		$250.00
7521 W Treasure Dr	Permit	Warning	6/3/2020		
1801 S Treasure Dr	Trash	Warning	6/2/2020		

1865 Kennedy Cswy #10D	Noxious Odor	Warning	6/2/2020		
1401 Kennedy Cswy	WWP	Citation	6/4/2020		$500.00
7517 Hispanola Ave	Graffiti	Warning	6/2/2020		
1555 N Treasure Dr	Trash	Warning	6/4/2020		
1872 Kennedy Cswy	Trash	Warning	6/2/2020		
1570 S Treasure Dr	Trash	Warning	6/6/2020		
1555 Kennedy Cswy	Landscape ROW	Warning	6/8/2020		
7711 Beachview Dr	Trash	Warning	6/9/2020		
1900 S Treasure Drive	Trash	Warning	6/9/2020		
7525 Cutlass Ave	Landscape	Warning	6/9/2020		
Vacant Coquina Lot	Landscape	Warning	6/9/2020		
1725 Kennedy Cswy	Prohibited Sign	Warning	6/11/2020		
7556 W Treasure Dr	Special Magistrate	Order	6/15/2020		$325.00
7556 W Treasure Dr	WWP	Citation	6/12/2020		$500.00
7720 Miami View	Noise	Warning	6/8/2020		
1450 S Treasure Dr	Landscape	Warning	6/15/2020		
7810 Center Bay Dr	Landscape	Warning	6/15/2020		
1830 S Treasure Dr	Trash	Warning	6/15/2020		
7731 Coquina Dr	Operating/Advertising	Citation	6/12/2020	$1,000.00	
7731 Coquina Dr	BTR	Citation	6/12/2020	$100.00	
7731 Coquina Dr	Emergency Order	Citation	6/12/2020	$250.00	
1865 Kennedy Cswy #4J	WWP	Citation	6/12/2020	$500.00	
7904 West Drive #115	Operating/Advertising	Citation	6/11/2020	$1,000.00	
7904 West Drive #115	BTR	Citation	6/11/2020	$100.00	
7904 West Drive #115	Emergency Order	Citation	6/11/2020	$250.00	
7410 Center Bay Dr	WWP	Citation	6/12/2020		$300.00
1830 S Treasure Dr	Bulk Trash	Warning	6/15/2020		
1450 S Treasure Dr	Trash	Warning	6/15/2020		
7536 Mutiny Ave	Trash/Recycling	Warning	6/16/2020		
Kennedy Cswy/Harbor	Prohibited Sign	Removed	6/18/2020		
7917 West Drive	Bulk Trash	Warning	6/22/2020		
1865 Kennedy Cswy #4J	WWP	Citation	6/22/2020		$500.00
1800 Kennedy Cswy #A201	Minimum Housing	Warning	6/25/2020		
7929 West Drive	Bulk Trash	Warning	6/25/2020		
7911/7913 West Dr	Trash	Warning	6/25/2020		
1400 Kennedy Cswy	Fence	Warning	6/25/2020		
7904 West Drive #1003	Operating/Advertising	Citation	6/23/2020		$2,100.00
7525 E Treasure Dr	Special Magistrate	Order	6/24/2020		$1,000.00
1801 S Treasure Dr #329	Trash/Littering	Citation	6/26/2020	$250.00	
7711 Beachview Dr	Landscape/Trash	Warning	6/29/2020		
7510 Coquina Dr	Landscape/Trash	Warning	6/29/2020		
7532 W Treasure Dr	Trash	Warning	6/30/2020		
Lien Searches (32)					
				$3,450.00	$6,475.00

	Code	Statistics	Jul-20	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7531 Coquina Dr	Landscape	Warning	6/30/2020		
1900 E Treasure Dr #4C	Noise	Warning	6/30/2020		
East Drive	Vehicle Violation	Warning	7/1/2020		
7549 Bounty Ave	Landscape	Warning	7/2/2020		
7513 W Treasure Dr	Trash	Warning	7/2/2020		
7544 W Treasure Dr	Landscape	Warning	7/3/2020		
7505 Adventure Ave	Landscape	Warning	7/3/2020		
1620 N Treasure Dr	Landscape	Warning	7/3/2020		
7529 Hispanola Ave	Landscape	Warning	7/3/2020		
S Treasure Drive	Vehicle Violation	Warning	7/5/2020		
Galleon Street	Vehicle Violation	Warning	7/5/2020		
Galleon Street	Vehicle Violation	Warning	7/5/2020		
E Treasure Dr	Vehicle Violation	Warning	7/5/2020		
S Treasure Drive	Vehicle Violation	Warning	7/5/2020		
7517 Hispanola Ave	Special Magistrate	Order	7/6/2020		$20,000.00
7731 Coquina Dr	Operating/Advertising	Citation	7/6/2020		$1,000.00
7731 Coquina Dr	BTR	Citation	7/6/2020		$100.00
7731 Coquina Dr	Emergency Order	Citation	7/6/2020		$250.00
7918 West Drive	Trash	Warning	7/7/2020		
7810 Center Bay Dr	Landscape	Warning	7/7/2020		
7509 Adventure Ave	Blocking ROW	Warning	7/8/2020		
7904 West Dr #905	Special Magistrate	Order	7/7/2020		$2,175.00
1301 Bay Terrace	Bulk Trash	Warning	7/9/2020		
1365 Bay Terrace	Trash	Warning	7/9/2020		
8000 East Drive	WWP	Citation	7/10/2020	$500.00	
7904 West Drive #904	Emergency Order	Citation	7/11/2020	$250.00	
7904 West Drive #904	Operating/Advertising	Citation	7/11/2020	$2,000.00	
7904 West Drive #904	BTR	Citation	7/11/2020	$100.00	
7701 Beachview Dr	Emergency Order	Citation	7/11/2020	$250.00	
7548 W Treasure Dr	WWP	Citation	7/11/2020	$500.00	
1801 S Treasure Dr	Trash	Warning	7/13/2020		
7537 W Treasure Dr	Trash	Warning	7/13/2020		
7537 W Treasure Dr	Landscaping ROW	Warning	7/13/2020		
7911 East Drive	Derelict Vehicle	Warning	7/14/2020		
1872 Kennedy Causeway	Trash	Warning	7/15/2020		
1441 S Treasure Dr	Emergency Order	Citation	7/16/2020	$250.00	
Public Property	Derelict Vehicle	Warning	7/16/2020		
1450 S Treasure Dr	Operating/Advertising	Warning	7/18/2020		
1881 Kennedy Cswy #706	Operating/Advertising	Citation	7/18/2020	$1,000.00	
1881 Kennedy Cswy #706	BTR	Citation	7/18/2020	$100.00	
7934 West Drive #1005	Operating/Advertising	Citation	7/18/2020	$1,000.00	

7934 West Drive #1005	BTR	Citation	7/18/2020	$100.00	
1331 Bay Terrace	Special Magistrate	Order	7/20/2020		$2,500.00
1580 Kennedy Cswy	Landscape	Warning	7/21/2020		
7544 Mutiny Ave	Landscape	Warning	7/21/2020		
7801 Center Bay Dr	Open/Unsecured	Warning	7/27/2020		
7940 West Drive	Landscape	Warning	7/27/2020		
7931 East Drive	Derelict Vehicle	Warning	7/27/2020		
7931 East Drive	Vessel Violation	Warning	7/27/2020		
1860 S Treasure Dr	WWP	Citation	7/29/2020		$1,200.00
7801 Center Bay Dr	Open/Unsecured	Warning	7/29/2020		
7710 Coquina Dr	Bulk Trash	Warning	7/30/2020		
8000 East Drive	WWP	Citation	7/30/2020		$500.00
Various Locations	Weather Advisory	Warning	7/31/2020		
(27) Lien Searches					
				$6,050.00	$27,725.00

	Code	**Statistics**	**Aug-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1872 Kennedy Cswy	Bulk Trash	Warning	8/3/2020		
1725 Kennedy Cswy	Trash/Sign	Warning	8/3/2020		
7904 West Drive	Bulk Trash	Warning	8/3/2020		
1555 Kennedy Cswy	Sign	Warning	8/3/2020		
7711 Beachview Dr	WWP/Filming	Citation	8/3/2020	$500.00	
1666 Kennedy Cswy #610	WWP	Citation	8/4/2020	$500.00	
7540 Mutiny Ave	Bulk Trash	Warning	8/5/2020		
Adventure Ave/AtlanticBB	Blocking ROW	Warning	8/5/2020		
1801 S Treasure Dr #329	Littering	Warning	8/5/2020		
7556 W Treasure Dr	WWP	Citation	8/6/2020	$500.00	
1801 S Treasure Dr #329	Littering	Warning	8/6/2020		
1666 Kennedy Cswy #610	WWP	Citation	8/6/2020		$500.00
7711 Beachview Dr	Property Maintenance	Warning	8/6/2020		
1801 S Treasure Dr	Trash	Warning	8/10/2020		
7553 Cutlass Ave	Bulk Trash	Warning	8/10/2020		
7501 Adventure Ave	Landscaping / Sidewalk	Warning	8/11/2020		
Bounty / N Treasure Dr	Derelict Vehicle	Warning	8/11/2020		
7934 West Drive	Property Maintenance	Warning	8/11/2020		
1365 Bay Terrace	Bulk Trash	Warning	8/12/2020		
7721 Beachview Dr	Bulk Trash	Warning	8/12/2020		
1820 E Treasure Dr #306A	WWP	Citation	8/13/2020	$500.00	
Galleon Street	Derelict Vehicle	Warning	8/13/2020		
7544 Adventure Ave	Derelict Vehicles	Warning	8/13/2020		
1441 S Treasure Dr	Emergency Order	Citation	8/14/2020	$250.00	
1900 S Treasure Dr	Illicit Discharge	Citation	8/17/2020	$200.00	

1900 S Treasure Dr	Illicit Discharge	Citation	8/17/2020	$200.00	
1801 S Treasure Dr #329	Littering	Citation	8/19/2020		$250.00
1681 Kennedy Causeway	Blocking ROW	Citation	8/19/2020	$200.00	
7556 W Treasure Dr	WWP	Citation	8/19/2020		$500.00
7910 Harbor Island #1111	Minimum Housing	Warning	8/15/2020		
7511 Center Bay Dr	Landscaping	Warning	8/15/2020		
7517 Adventure Ave	Noise	Citation	8/15/2020	$200.00	
1860 S Treasure Drive	WWP	Citation	8/21/2020		$900.00
7904 West Drive #404	Emergency Order	Citation	8/19/2020	$250.00	
7920 East Drive #16	WWP	Citation	8/20/2020	$500.00	
7501 E Treasure Drive	Noise	Warning	8/20/2020		
7904 West Drive #404	Property Maintenance	Warning	8/20/2020		
7904 West Drive #CU-12	BTR	Warning	8/20/2020		
Various Locations	Weather Advisory	Warning	8/21/2020		
7920 West Drive	Bulk Trash	Warning	8/18/2020		
7548 W Treasure Dr	Noise	Warning	8/19/2020		
N Treasure Dr & Adventure	Prohibited Sign	Removed	8/20/2020		
7821 Coquina Dr	WWP	Warning	8/20/2020		
7801 Miami View Dr	Special Magistrate	Order	8/26/2020		$1,200.00
1820 E Treasure Dr #306A	WWP	Citation	8/27/2020		$500.00
7917 West Drive	Trash	Warning	8/26/2020		
7552 Adventure Ave	Bulk Trash	Warning	8/25/2020		
1365 Bay Terrace	Bulk Trash	Warning	8/26/2020		
7537 Adventure Ave	Bulk Trash	Warning	8/26/2020		
(28) Lien Searches					
				$3,800.00	$3,850.00

	Code	**Statistics**	**Sep-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1441 S treasure Dr	Trash Cans	Citation	8/29/2020	$50.00	
1441 S treasure Dr	Landscaping	Warning	8/29/2020		
7904 West Drive #708	Operating/Advertising	Warning	8/29/2020		
7720 Center Bay Dr	Operating/Advertising	Warning	8/29/2020		
7801 Center Bay Dr	Trash	Warning	9/1/2020		
7904 West Drive #214	Special Magistrate	Order	9/2/2020		$4,500.00
7801 Beachview Dr	Landscaping	Warning	9/3/2020		
7904 West Drive #602	Special Magistrate	Order	9/3/2020		$3,000.00
1900 S Treasure Dr	Illicit Discharge	Citation	9/4/2020		$200.00
1900 S Treasure Dr	Illicit Discharge	Citation	9/4/2020		$200.00
7917 Adventure Ave	Noise	Warning	9/2/2020		
8020 East Drive #215	WWP	Citation	9/4/2020	$500.00	
7821 Beachview Dr	Noise	Citation	9/5/2020	$200.00	
7525 Buccaneer Ave	Noise	Warning	9/5/2020		

1881 Kennedy Cswy	Noise	Citation	9/5/2020	$200.00	
7904 West Drive #810	Operating/Advertising	Citation	9/5/2020	$1,000.00	
7904 West Drive #810	BTR	Citation	9/5/2020	$100.00	
7920 East Drive #16	WWP	Citation	9/8/2020		$500.00
7530 Miamiview Dr	Trash	Warning	9/8/2020		
1701 N Treasure Dr #6	Landscaping	Warning	9/8/2020		
1365 Bay Terrace	Special Magistrate	Order	9/10/2020		$7,000.00
1865 Kennedy Cswy #6k	WWP	Citation	9/10/2020	$500.00	
1441 S treasure Dr	Landscaping	Citation	9/12/2020	$200.00	
7904 West Drive #512	Special Magistrate	Order	9/11/2020		$3,500.00
7623 Beachview Drive	Emergency Order	Citation	9/14/2020	$250.00	
7421 Coquina Drive	Bulk trash	Warning	9/14/2020		
1701 S Treasure Drive	Bulk trash	Warning	9/14/2020		
Folio # 23-3209-014-0190	Trash	Warning	9/14/2020		
7623 Beachview Drive	Emergency Order	Citation	9/15/2020	$250.00	
1700 Kennedy Cswy #110	BTR	Warning	9/12/2020		
1872 Kennedy Cswy	WWP	Citation	9/16/2020		$500.00
7421 Center Bay Dr	Noise	Warning	9/12/2020		
1900 S Treasure Dr	Noise	Warning	9/18/2020		
7508 Bounty Ave	Landscaping	Warning	9/19/2020		
1701 N Treasure Dr #6	Landscaping	Citation	9/19/2020	$200.00	
7508 Adventure Ave	Landscaping	Warning	9/19/2020		
1666 Kennedy Cswy	Noise	Citation	9/19/2020	$200.00	
1666 Kennedy Cswy	WWP	Citation	9/19/2020	$500.00	
7553 Adventure Ave	Bulk trash	Warning	9/21/2020		
8000 West Drive	Bulk trash	Warning	9/21/2020		
7623 Beachview Drive	Trash	Citation	9/17/2020		$200.00
7540 W Treasure Dr	Trash/Debris	Warning	9/22/2020		
1865 Kennedy Cswy #PHN	Special Magistrate	Order	9/24/2020		$3,000.00
7937 West Drive	Minimum Housing	Citation	9/23/2020		$250.00
1881 Kennedy Cswy	Noise	Citation	9/21/2020		$200.00
7904 West Drive #CU12	BTR	Citation	9/24/2020	$100.00	
1900 S Treasure Dr	Illicit Discharge	Citation	9/25/2020	$200.00	
1900 S Treasure Dr	Illicit Discharge	Citation	9/25/2020	$200.00	
7544 W Treasure Dr	WWP	Citation	9/25/2020	$500.00	
1441 S treasure Dr	Emergency Order	Citation	9/25/2020	$250.00	
7720 Miami View Dr	WWP	Citation	9/26/2020	$500.00	
7623 Beachview Drive	Emergency Order	Citation	9/24/2020	$250.00	
7623 Beachview Drive	Emergency Order	Citation	9/24/2020		$250.00
7525 Buccaneer Ave	Noise	Citation	9/29/2020		$200.00
1520 S Treasure Drive	Noise	Citation	9/29/2020		$200.00
(53) Lien Searches					
				$6,150.00	$23,700.00

	Code	Statistics	Oct-20	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7623 Beachview Dr	WWP	Citation	10/3/2020	$500.00	
7701 Beachview Dr	Emergency Order	Citation	10/1/2020		$250.00
7623 Beachview Dr	Noise	Citation	10/3/2020	$200.00	
7918 West Drive	Fence	Warning	10/3/2020		
7545 Bounty Ave	Bulk Trash	Warning	10/3/2020		
7541 Bounty Ave	Bulk Trash	Warning	10/3/2020		
7541 Bounty Ave	WWP	Citation	10/3/2020	$500.00	
7544 Adventure Ave	Derelict Vehicle	Warning	10/5/2020		
1750 S Treasure Dr	WWP	Citation	10/5/2020	$500.00	
7536 W Treasure Dr	WWP	Citation	10/6/2020	$500.00	
7536 W Treasure Dr	Operating/Advertising	Warning	10/6/2020		
7623 Beachview Dr	Emergency Order	Citation	10/6/2020		$250.00
7904 West Drive #810	Special Magistrate	Order	10/7/2020		$587.00
7541 Cutlass Ave	WWP	Citation	10/7/2020	$500.00	
1550 Kennedy Cswy	Special Magistrate	Order	10/7/2020		$5,525.00
7623 Beachview Dr	WWP	Citation	10/8/2020	$500.00	
7532 Buccaneer Ave	Blocking ROW	Warning	10/9/2020		
7711 Beachview Dr	Trash Cans	Warning	10/9/2020		
7800 Beachview Dr	Trash Cans	Warning	10/9/2020		
7711 Beachview Dr	Trash Cans	Citation	10/10/2020	$200.00	
7904 West Drive #614	WWP	Citation	10/10/2020	$500.00	
7810 Coquina Dr	WWP	Citation	10/10/2020	$500.00	
7800 Beachview Dr	Noise	Citation	10/12/2020	$100.00	
7810 Coquina Dr	Landscape	Warning	10/8/2020		
7504 Buccaneer Ave	Noise	Citation	10/10/2020	$100.00	
7800 Beachview Dr	Noise	Citation	10/12/2020	$100.00	
7623 Beachview Dr	WWP	Citation	10/12/2020		$500.00
7623 Beachview Dr	Noise	Citation	10/12/2020		$200.00
7623 Beachview Dr	WWP	Citation	10/12/2020		$500.00
7904 West Drive #CU12	WWP	Citation	10/14/2020	$500.00	
7810 Beachview Dr	Operating/Advertising	Warning	10/13/2020		
7504 Buccaneer Ave	Noise	Citation	10/14/2020		$100.00
1580 Kennedy Cswy	40 Year	Citation	10/15/2020	$500.00	
7505 W Treasure Dr	WWP	Citation	10/16/2020	$500.00	
1441 S Treasure Dr	Trash Cans	Citation	10/16/2020	$200.00	
7510 Coquina Dr	WWP	Citation	10/16/2020	$500.00	
1441 S Treasure Dr	Trash Cans	Citation	10/17/2020	$200.00	
1440 S Treasure Dr	Noise	Warning	10/17/2020		
7810 Coquina Dr	WWP	Citation	10/19/2020		$500.00
1770 Kennedy Cswy #303	WWP	Citation	10/19/2020	$500.00	
7904 West Drive #515	Special Magistrate	Order	10/16/2020		$3,000.00

7541 Cutlass Ave	WWP	Citation	10/20/2020		$500.00
7504 Buccaneer Ave	Noise	Citation	10/20/2020		$250.00
1801 S Treasure Dr	Landscape ROW	Warning	10/20/2020		
1657 N Treasure Dr	Landscape ROW	Warning	10/21/2020		
7517 Adventure Ave	Landscape ROW	Warning	10/21/2020		
1620 N Treasure Dr	Landscape ROW	Warning	10/22/2020		
7537 W Treasure Dr	Landscape ROW	Warning	10/22/2020		
1580 Kennedy Cswy	40 Year	Citation	10/23/2020		$500.00
7552 Mutiny Ave	Special Magistrate	Order	10/26/2020		$3,000.00
7510 Center Bay	Trash/Landscape	Warning	10/26/2020		
7512 Adventure/TECO	WWP	Citation	10/26/2020	$500.00	
7541 Bounty Ave	WWP	Citation	10/26/2020		$500.00
Hispanola/N Treasure	Derelict Vehicle	Warning	10/27/2020		
1801 S Treasure Dr	Bulk Trash	Warning	10/29/2020		
7524 W Treasure Dr	Fence	Warning	10/29/2020		
1630 S Treasure Dr	Landscape	Warning	10/31/2020		
7532 Hispanola Ave	Landscape	Warning	10/31/2020		
7505 Cutlass Ave	Landscape	Warning	10/31/2020		
(37) Lien Searches					
				$8,100.00	$16,162.00

	Code	**Statistics**	**Nov-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7544 W Treasure Dr	Bulk Trash	Warning	11/2/2020		
1750 S Treasure Dr	WWP	Citation	10/10/2020		$500.00
7800 Beachview Dr	Noise	Citation	10/21/2020		$100.00
7536 W Treasure Dr	WWP	Citation	10/19/2020		$500.00
7623 Miamiview Dr	WWP	Citation	10/30/2020		$500.00
7501 Miamiview Dr	Building Violation	Warning	11/2/2020		
7811 Miamiview Dr	Building/Various	Warning	11/2/2020		
7801 Centerbay Dr	Open/Unsecure	Warning	11/2/2020		
7711 Beachview Dr	Noise	Warning	11/2/2020		
7810 Beachview Dr	Operating/Advertising	Citation	11/3/2020	$1,000.00	
7810 Beachview Dr	BTR	Citation	11/3/2020	$100.00	
1570 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1872 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1888 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1345 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1524 Kennedy Cswy	Single-Use	Warning	11/4/2020		
1345 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1725 Kennedy Cswy	Prohibited signs	Warning	11/5/2020		
1601 Kennedy Cswy	Prohibited signs	Warning	11/6/2020		

1830 S Treasure Dr	WWP	Citation	11/7/2020	$500.00	
1650 S Treasure Dr	Vessel violation	Warning	11/10/2020		
7505 Bounty Ave	Trash	Warning	11/10/2020		
1801 S Treasure Dr	Trash	Warning	11/10/2020		
7934 West Drive	Bulk trash	Warning	11/11/2020		
1600 Kennedy Cswy	Property Maintenance	Warning	11/11/2020		
1735 N Treasure Dr	Blocking ROW	Warning	11/11/2020		
1755 Kennedy Cswy	Prohibited signs	Warning	11/11/2020		
7553 Bounty Ave	Storage	Warning	11/11/2020		
7540 W Treasure Dr	Fence	Warning	11/12/2020		
7540 W Treasure Dr	Landscape	Warning	11/12/2020		
1801 S Treasure Dr	Property Maintenance	Warning	11/12/2020		
7524 Buccaneer Ave	Bulk Trash	Warning	11/12/2020		
7520 Buccaneer Ave	Bulk Trash	Warning	11/12/2020		
7904 West Drive #216	Special Magistrate	Order	11/13/2020		$2,425.00
7520 West Drive	Illicit Discharge	Reported	11/13/2020		
1508 Kennedy Cswy	Prohibited signs	Warning	11/17/2020		
7600 Miamiview Dr	Bulk Trash	Warning	11/18/2020		
7501 E Treasure Dr	Trash	Warning	11/19/2020		
7508 Mutiny Ave	Vessel violation	Warning	11/17/2020		
1770 Kennedy Cswy #D303	WWP	Citation	11/17/2020		$500.00
1365 Bay Terrace	Trash	Warning	11/23/2020		
Adventure & NTD	Trash	Warning	11/22/2020		
1600 Kennedy Cswy	Shopping cart	Warning	11/22/2020		
1365 Bay Terrace	Blocking ROW	Warning	11/24/2020		
7910 West Drive	Minimum Housing	Warning	11/30/2020		
1801 S Treasure Dr	Bulk trash	Warning	11/30/2020		
7505 Bounty Ave	WWP	Citation	11/30/2020	$500.00	
(21) Lien Searches					
				$2,100.00	$4,525.00

	Code	**Statistics**	**Dec-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7531 Miamiview Dr	WWP	Citation	10/23/2020		$500.00
7544 W Treasure Dr	WWP	Citation	11/18/2020		$500.00
Various Locations (TECO)	WWP	Citation	12/1/2020		$500.00
7600 Beachview Dr	Landscape	Warning	12/1/2020		
7510 Coquina Dr	Landscape	Warning	12/1/2020		
7431 Coquina Dr	Landscape/House #'s	Warning	12/1/2020		
7800 Beachview Dr	Trash Cans	Warning	12/1/2020		
7545 Cutlass Ave	Trash Cans	Warning	12/1/2020		
7800 Beachview Dr	Trash Cans	Citation	12/2/2020	$200.00	

1365 Bay Terrace	WWP	Citation	12/3/2020	$500.00	
7528 Hispanola Ave	Operating/Advertising	Warning	12/4/2020		
7540 W Treasure Dr	Stagnant water	Warning	12/4/2020		
1801 S Treasure Dr	Bulk Trash	Warning	12/8/2020		
1580 Kennedy Cswy	WWP	Citation	12/8/2020	$500.00	
1820 S Treasure Dr #406	WWP	Citation	12/8/2020	$500.00	
7510 Coquina Dr	WWP	Citation	12/9/2020		$500.00
1580 Kennedy Cswy	WWP	Citation	12/10/2020		$500.00
7910 West Drive	Minimum Housing	Warning	12/7/2020		
7925 West Drive	Property Maintenance	Warning	12/7/2020		
7800 Beachview Dr	Trash Cans	Citation	12/16/2020		$200.00
1400 Kennedy Cswy	Prohibited Signs	Removed	12/14/2020		
1555 N Treasure Dr	WWP	Citation	12/15/2020	$500.00	
1900 S Treasure Drive	Light Pole Damaged	Reported	12/15/2020		
1900 S Treasure Drive #4C	Noise	Warning	12/16/2020		
7505 Bounty Ave	WWP	Citation	12/17/2020		$500.00
1900 S Treasure Dr #4C	Noise	Warning	12/19/2020		
7904 West Drive #101	Special Magistrate	Order	12/18/2020		$1,500.00
Mutiny/S Treasure Drive	Derelict Vehicle	Warning	12/16/2020		
7900 HarborIsland Dr #PH17	Special Magistrate	Order	12/11/2020		$100.00
7533 Bounty Ave	WWP	Citation	12/23/2020	$500.00	
Bounty Avenue	Derelict Vehicle	Warning	12/23/2020		
1670 S Treasure Dr	Bulk Trash	Warning	12/23/2020		
7810 Center Bay Dr	Noise	Warning	12/26/2020		
7711 Miamiview Dr	Noise	Warning	12/26/2020		
Buccaneer/S Treasure Dr	Derelict Vehicle	Warning	12/28/2020		
1820 S Treasure Dr #406	WWP	Citation	12/28/2020		$500.00
7505 Cutlass Ave	WWP	Citation	12/30/2020	$500.00	
7548 W Treasure Dr	Special Magistrate	Order	12/30/2020		$5,585.00
(48) Lien Searches					
				$3,200.00	$10,885.00

	Code	**Statistics**	**Jan-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7410 Miamiview Dr	Property Maintenance	Warning	1/4/2021		
1880 Kennedy Cswy / FPL	Property Maintenance	Warning	1/4/2021		
1365 Bay Terrace	Derelict Trailer	Warning	1/4/2021		
1735 N Treasure Drive	Property Maintenance	Warning	1/5/2021		
7917 West Drive	Bulk Trash	Warning	1/5/2021		
7925 West Drive	Bulk Trash	Warning	1/5/2021		
7505 Mutiny Ave	WWP	Citation	1/8/2021	$500.00	
1735 N Treasure Drive	Noise	Citation	1/9/2021	$200.00	
7533 Bounty Ave	WWP	Citation	1/11/2021		$500.00

Jewel / S Treasure Drive	Derelict Vehicle	Warning	1/11/2021		
1735 N Treasure Drive	Noise	Citation	1/12/2021		$200.00
7501 Adventure Ave	Landscape / ROW	Warning	1/12/2021		
7544 Buccaneer Ave	WWP	Citation	1/13/2021	$500.00	
7520 W Treasure Drive	Noise	Citation	1/13/2021	$200.00	
7710 Beachview Drive	WWP	Citation	1/13/2021	$500.00	
7544 Buccaneer Ave	WWP	Citation	1/14/2021		$500.00
1401 Kennedy Cswy	Property Maintenance	Warning	1/14/2021		
7821 Beachview Drive	Noise	Citation	1/16/2021	$200.00	
Adventure / N Treasure Dr	Prohibited Sign	Removed	1/20/2021		
7520 W Treasure Drive	Noise	Citation	1/20/2021		$200.00
7711 Beachview Drive	Special Magistrate	Order	1/20/2021		$2,175.00
Harbor Island ROW	Commercial Vehicle	Citation	1/20/2021		$100.00
7900 HarborIsland Dr #1123	Noise	Citation	1/20/2021		$100.00
7505 W Treasure Drive	WWP	Citation	1/20/2021		$500.00
7601 E Treasure Dr #1512	WWP	Citation	1/22/2021	$500.00	
7623 Beachview Drive	Noise	Citation	1/23/2021	$200.00	
1359 Bay Terrace	Noise	Citation	1/23/2021	$200.00	
1441 S Treasure Dr	Special Magistrate	Order	1/22/2021		$500.00
1865 Kennedy Cswy #3M	Noise	Warning	1/21/2021		
7556 W Treasure Dr	Noise	Citation	1/25/2021	$200.00	
7556 W Treasure Dr	Operating/Advertising	Warning	1/25/2021		
7545 Bounty Ave	Dead Storage	Warning	1/26/2021		
Cutlass / S Treasure Dr	Prohibited Sign	Removed	1/28/2021		
Adventure / N Treasure Dr	Prohibited Sign	Removed	1/28/2021		
Hispanola / N Treasure Dr	Prohibited Sign	Removed	1/28/2021		
1480 S Treasure Drive	Landscape	Warning	1/29/2021		
7505 W Treasure Drive	Trash/Debris	Warning	1/28/2021		
7505 Buccaneer Ave	Bulk Trash	Warning	1/29/2021		
7509 Adventure Ave	Noise	Citation	1/30/2021	$200.00	
(38) Lien Searches					
				$3,400.00	$4,775.00

	Code	**Statistics**	**Feb-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7549 Adventure Ave	WWP	Citation	2/1/2021	$500.00	
7801 Center Bay Drive	Landscape/Trash	Warning	2/1/2021		
7918 West Drive	Fence	Warning	2/1/2021		
7510 Center Bay Drive	Fence	Warning	2/1/2021		
7810 Coquina Drive	Special Magistrate	Order	2/1/2021		$3,000.00
7505 Mutiny Ave	WWP	Citation	2/2/2021		$500.00
1440 S Treasure Drive	WWP	Citation	2/2/2021	$500.00	

7900 HarborIsland Dr #PH17	Special Magistrate	Order	2/2/2021		$1,400.00
7560 W Treasure Drive	Property Maintenance	Warning	2/2/2021		
7549 Adventure Ave	WWP	Citation	2/2/2021		$500.00
7904 West Drive #CU12	Special Magistrate	Order	2/2/2021		$670.00
7939 East Drive	Property Maintenance	Warning	2/3/2021		
7710 Beachview Drive	WWP	Citation	2/4/2021		$500.00
Adventure / S Treasure Dr	Prohibited sign	Removed	2/3/2021		
7556 W Treasure Drive	Noise	Citation	2/8/2021		$200.00
7509 Adventure Ave	Noise	Citation	2/8/2021		$200.00
S Treasure Dr / Buccaneer	Commercial Vehicle	Warning	2/9/2021		
1600 Kennedy Causeway	Dumpster Enclosure	Warning	2/10/2021		
7915 East Drive (ROW)	Derelict Vehicle	Warning	2/11/2021		
7536 Bounty Ave	Bulk Trash	Warning	2/11/2021		
7623 Beachview Drive	Noise	Citation	2/12/2021		$200.00
1872 Kennedy Cswy	Special Magistrate	Order	2/12/2021		$3,000.00
79 Street Pkwy (ROW)	WWP	Warning	2/15/2021		
7720 Coquina Drive	Bulk Trash	Warning	2/15/2021		
7926 East Drive	Operating/Advertising	Warning	2/15/2021		
7935 East Drive (ROW)	Derelict Vehicle	Warning	2/15/2021		
7920 East Drive (ROW)	Derelict Vehicle	Warning	2/15/2021		
7720 Coquina Drive	Bulk Trash	Warning	2/15/2021		
7540 W Treasure Drive	Landscape	Warning	2/16/2021		
7421 Miamiview Drive	Obstructing ROW	Warning	2/16/2021		
7701 Beachview Drive	Trash	Warning	2/16/2021		
1480 S Treasure Drive	Landscape	Citation	2/17/2021	$200.00	
7524 W Treasure Drive	Open / Unsecure	Warning	2/18/2021		
7505 Adventure Ave	Trash	Warning	2/18/2021		
7601 E Treasure Drive	Property Maintenance	Warning	2/18/2021		
7525 E treasure Dr #614	Noxious Odor	Warning	2/20/2021		
7601 E Treasure Drive	Noise	Warning	2/19/2021		
7601 E Treasure Dr #403	Noise	Warning	2/22/2021		
7904 West Drive #512	WWP	Citation	2/23/2021	$500.00	
1359 Bay Terrace	Noise	Citation	2/23/2021		$200.00
7700 Beachview Drive	Bulk trash	Warning	2/24/2021		
7524 Buccaneer Ave	WWP	Citation	2/25/2021	$500.00	
1400 Kennedy Cswy	Noise	Citation	2/27/2021	$200.00	
(42) Lien Searches					
				$2,400.00	$10,370.00

	Code	**Statistics**	**Mar-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7521 Buccaneer Ave	Blocking ROW	Warning	3/1/2021		

7540 Bounty Ave	Property Maintenance	Warning	3/1/2021		
7600 Beachview Drive	Landscape	Warning	3/1/2021		
1440 S Treasure Drive	WWP	Citation	3/1/2021		$500.00
1665 Kennedy Cswy	Trash	Warning	3/2/2021		
1900 S Treasure Drive	Trash	Citation	3/2/2021	$200.00	
7924 East Drive #203	Animal Violations	Warning	3/2/2021		
7524 Buccaneer Ave	WWP	Citation	3/2/2021		$500.00
7810 Beachview Drive	Special Magistrate	Order	3/3/2021		$587.50
7501 Center Bay Drive	Trash	Warning	3/4/2021		
7510 Coquina Drive	Landscape/Trash	Warning	3/4/2021		
7811 Miamiview Drive	Expired Permits	Citation	3/4/2021	$500.00	
7811 Miamiview Drive	Shutters	Citation	3/4/2021	$250.00	
7540 E Treasure Drive	Noise	Warning	3/5/2021		
7500 Center Bay Drive	Noise	Warning	3/6/2021		
7552 Adventure Ave	Blocking ROW	Warning	3/8/2021		
7623 Beachview Drive	Trash	Warning	3/8/2021		
7520 Miami view Drive	WWP	Citation	3/8/2021	$500.00	
7510 Coquina Drive	Landscape	Citation	3/9/2021	$200.00	
7505 Bounty Ave	Landscape	Warning	3/9/2021		
7553 Bounty Ave	Landscape/Trash/BTR	Warning	3/9/2021		
7520 Miamiview Drive	WWP	Citation	3/10/2021		$500.00
7904 West Drive #512	WWP	Citation	3/10/2021		$500.00
N Treasure Dr. / Buccaneer	Derelict Vehicle	Warning	3/11/2021		
7525 Buccaneer Ave	Bulk Trash	Warning	3/12/2021		
7540 W Treasure Drive	Noise	Citation	3/13/2021	$200.00	
7516 W Treasure Drive	WWP	Citation	3/13/2021	$500.00	
7611 Coquina Drive	Noise	Citation	3/13/2021	$200.00	
7520 Miami view Drive	Noise	Warning	3/13/2021		
7541 W treasure Drive	Noise	Warning	3/15/2021		
1441 S Treasure Drive	Special Magistrate	Order	3/15/2021		$1,200.00
7505 Mutiny Ave	Special Magistrate	Order	3/15/2021		$1,000.00
1900 S Treasure Drive (lot)	Trash	Warning	3/15/2021		
1620 N Treasure Drive	lk Trash/Property Maintenar	Warning	3/15/2021		
7501 E Treasure Drive #7A	Minimum Housing	Warning	3/15/2021		
1400 Kennedy Cswy	Noise	Citation	3/15/2021		$200.00
1601 Kennedy Cswy	Various	Warning	3/16/2021		
7532 Hispanola Ave	Operating/Advertising	Citation	3/17/2021	$1,000.00	
7532 Hispanola Ave	BTR	Citation	3/17/2021	$100.00	
7601 E Treasure Drive	Trash	Warning	3/17/2021		
7904 West Drive #614	WWP	Citation	3/18/2021		$500.00
7401 Beachview Drive	Trash	Warning	3/18/2021		
23-3209-008-1210	Special Magistrate	Order	3/18/2021		$7,000.00
7505 Adventure Ave	Operating/Advertising	Warning	3/18/2021		
7536 W Treasure Drive	Special Magistrate	Order	3/19/2021		$3,000.00
1880 Kennedy Cswy	BTR	Warning	3/20/2021		
1440 S Treasure Drive	Landscape	Warning	3/20/2021		

7537 Adventure Ave	WWP	Citation	3/20/2021	$500.00	
7921 West Drive	Property Maintenance	Warning	3/22/2021		
7532 Hispanola Ave	Operating/Advertising	Citation	3/22/2021		$1,000.00
7532 Hispanola Ave	BTR	Citation	3/22/2021		$100.00
1555 N Treasure Drive	Special Magistrate	Order	3/22/2021		$1,500.00
1801 S Treasure Drive	Blocking ROW	Warning	3/23/2021		
7510 Coquina Drive	Special Magistrate	Order	3/23/2021		$4,400.00
7548 Hispanola Ave	Trash	Warning	3/24/2021		
1900 S Treasure Drive	Trash	Citation	3/25/2021		$200.00
7516 W Treasure Drive	WWP	Citation	3/25/2021		$500.00
7611 Coquina Drive	Noise	Citation	3/26/2021		$200.00
7621 Beachview Drive	Noise	Citation	3/26/2021		$200.00
1600 Kennedy Cswy	Trash	Warning	3/26/2021		
7720 Center Bay Drive	Trash Cans	Warning	3/26/2021		
1500 N Treasure Drive	Noise	Warning	3/27/2021		
7552 Adventure Ave	WWP	Citation	3/27/2021	$500.00	
7920 E Treasure Drive	Special Magistrate	Order	3/29/2021		$1,500.00
1600 Kennedy Cswy	Trash	Warning	3/29/2021		
7510 Coquina Drive	Bulk Trash	Warning	3/30/2021		
(41) Lien Searches					
				$4,650.00	$25,087.50

	Code	**Statistics**	**Apr-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7601 E Treasure Drive	Bulk Trash	Warning	4/1/2021		
7501 E Treasure Drive	Bulk Trash	Warning	4/5/2021		
7510 Center Bay Drive	Landscape	Citation	4/5/2021	$200.00	
7810 Miami View Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7810 Miami View Drive	BTR	Citation	4/5/2021	$100.00	
7830 Miami View Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7830 Miamiview Drive	BTR	Citation	4/5/2021	$100.00	
7504 W Treasure Drive	Operating/Advertising	Warning	4/5/2021		
7536 W Treasure Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7536 W Treasure Drive	BTR	Citation	4/5/2021	$100.00	
7922 East Drive	Open & Unsecured	Warning	4/6/2021		
7540 W Treasure Drive	Noise	Citation	4/6/2021		$200.00
1830 S Treasure Drive	Special Magistrate	Order	4/6/2021		$650.00
7505 W Treasure Drive	Special Magistrate	Order	4/6/2021		$4,000.00
7508 Adventure Ave	Landscape	Warning	4/8/2021		
7501 Adventure Ave	Landscape	Warning	4/8/2021		
7548 Adventure Ave	WWP	Citation	4/8/2021	$500.00	
7830 Miami View Drive	Operating/Advertising	Citation	4/9/2021		$1,100.00
7532 Hispanola Ave	WWP	Citation	4/8/2021	$500.00	

7510 Coquina Drive	Property Maintenance	Warning	4/8/2021		
7904 West Drive #112	Operating/Advertising	Citation	4/9/2021	$1,000.00	
7904 West Drive #112	BTR	Citation	4/9/2021	$100.00	
7917 West Drive	Bulk Trash	Warning	4/12/2021		
7537 Adventure Ave	WWP	Citation	4/13/2021		$500.00
7601 E Treasure Drive 1205	Noise	Citation	4/13/2021		$100.00
7720 Center Bay Drive	Trash Cans	Warning	4/13/2021		
A.D. Lawn Service	Bulk Trash	Warning	4/14/2021		
7801 Center Bay Drive	Noise	Warning	4/15/2021		
7810 Miami View Drive	Operating/Advertising	Citation	4/16/2021		$1,100.00
7917 West Drive	Bulk Trash	Warning	4/12/2021		
7508 Adventure Ave	Landscape	Citation	4/19/2021	$200.00	
7504 Adventure Ave	Landscape / ROW	Warning	4/19/2021		
7501 Adventure Ave	Landscape	Warning	4/19/2021		
7601 E Treasure Drive 1512	WWP	Citation	4/19/2021		$500.00
7631 Miami View Drive	WWP	Citation	4/21/2021	$500.00	
23-3209-008-0200	WWP	Citation	4/21/2021		$500.00
7811 Miami View Drive	Trash Cans	Warning	4/21/2021		
7530 Miami View Drive	Landscape	Warning	4/22/2021		
7500 Center Bay Drive	Landscape	Warning	4/22/2021		
7505 Cutlass Ave	Pool Violation	Warning	4/22/2021		
7505 Cutlass Ave	WWP	Citation	4/22/2021		$500.00
7631 Miami View Drive	WWP	Citation	4/22/2021		$500.00
7552 Mutiny Ave	Noise	Warning	4/24/2021		
1750 S Treasure Drive	WWP	Citation	4/24/2021	$500.00	
1555 N Treasure Drive	Blocking ROW	Warning	4/26/2021		
7900 Harbor Island Dr PH20	Noise	Citation	4/27/2021		$100.00
7508 Adventure Ave	Landscape	Citation	4/27/2021		$200.00
1701 N Treasure Drive 6	Landscape	Warning	4/28/2021		
7548 Adventure Ave	WWP	Citation	4/28/2021		$500.00
1701 N Treasure Drive 6	Special Magistrate	Order	4/28/2021		$1,200.00
7904 West Drive #117	Special Magistrate	Order	4/29/2021		$2,500.00
(67) Lien Searches					
				$6,800.00	$14,150.00

	Code	**Statistics**	**May-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1600 Kennedy Cswy	Trash	Warning	5/3/2021		
1440 S Treasure Drive	Landscaping/ROW	Warning	5/4/2021		
1750 S Treasure Drive	WWP	Citation	5/5/2021		$500.00
7525 E Treasure Drive	Property Maintenance	Warning	5/5/2021		
7510 Coquina Drive	Special Magistrate	Order	5/5/2021		$420.00

7410 Beachview Drive	Pool Violation	Warning	5/6/2021		
7610 Center Bay Drive	Operating/Advertising	Warning	5/4/2021		
7601 E Treasure Drive 1512	Special Magistrate	Order	5/7/2021		$3,000.00
7505 Cutlass Ave	Special Magistrate	Order	5/10/2021		$3,800.00
7510 Center Bay Drive	Landscape	Citation	5/11/2021		$200.00
Adventure / N Treasure Dr	Prohibited sign	Removed	5/11/2021		
1356 Bay Terrace	Pool Violation	Warning	5/11/2021		
7410 Beachview Drive	Pool Violation	Citation	5/11/2021	$250.00	
1780 Kennedy Cswy 211	Noise	Warning	5/12/2021		
7904 West Drive	Prohibited sign	Removed	5/12/2021		
7517 Adventure Ave	WWP	Citation	5/12/2021	$500.00	
1865 Kennedy Cswy 3F	WWP	Citation	5/13/2021	$500.00	
1701 N Treasure Drive 6	Special Magistrate	Order	5/14/2021		$1,200.00
1351 Bay Terrace	Public Intoxication	Citation	5/15/2021	$1,000.00	
1351 Bay Terrace	Noise	Citation	5/16/2021	$100.00	
23-3209-008-1210	Landscape	Warning	5/17/2021		
1881 Kennedy Cswy 706	Special Magistrate	Order	5/17/2021		$1,175.00
7904 West Drive 614	Special Magistrate	Order	5/17/2021		$3,000.00
7533 Bounty Ave	Special Magistrate	Order	5/18/2021		$1,900.00
Adventure / N Treasure Dr	Derelict Vehicle	Warning	5/19/2021		
1455 N Treasure Dr 5R	WWP	Citation	5/19/2021	$500.00	
7500 Coquina Drive	ROW Violations	Warning	5/19/2021		
7601 E Treasure Drive	Trash	Warning	5/19/2021		
1600 Kennedy Cswy	Bulk Trash	Warning	5/20/2021		
7500 Coquina Drive	Constrcution Maintenance	Warning	5/20/2021		
7517 Adventure Ave	WWP	Citation	5/20/2021		$500.00
7904 West Drive 515	Minimum Housing	Warning	5/21/2021		
7801 Miami View Drive	Trash Cans	Warning	5/22/2021		
7700 Miami View Drive	Trash Cans	Warning	5/22/2021		
1441 S Treasure Drive	Trash Cans	Warning	5/22/2021		
7904 West Drive	Noise	Citation	5/22/2021	$200.00	
7700 Center Bay Drive	Noise	Citation	5/23/2021	$200.00	
1900 S Treasure Drive	Trash	Warning	5/24/2021		
7904 West Drive 515	Minimum Housing	Warning	5/24/2021		
7549 Bounty Ave	Landscaping/ROW	Warning	5/24/2021		
1865 Kennedy Cswy 3F	WWP	Citation	5/26/2021		$500.00
7920 East Drive	Animal Violations	Warning	5/27/2021		
8000 West Drive	Noise	Warning	5/28/2021		
1820 S Treasure Drive 406A	Special Magistrate	Order	5/28/2021		$2,500.00
7945 East Drive	ROW Violations	Warning	5/28/2021		
7720 Coquina Drive	WWP	Citation	5/29/2021	$500.00	
7720 Coquina Drive	Noise	Citation	5/29/2021	$200.00	
7536 Adventure Ave	Blocking ROW	Warning	5/29/2021		
7528 Buccaneer Ave	Bulk Trash	Warning	5/31/2021		
7510 Center Bay Drive	Landscaping	Warning	5/31/2021		
23-3209-001-0013	Landscaping/Trash/Sign	Warning	5/31/2021		

7917 West Drive	Bulk Trash	Warning	5/31/2021		
7904 West Drive	Prohibited sign	Removed	5/31/2021		
Hispanola / N Treasure Dr	Prohibited sign	Removed	5/31/2021		
7910 West Drive	Bulk Trash	Warning	5/31/2021		
(108) Lien Searches					
				$3,950.00	$18,695.00

	Code	**Statistics**	**Jun-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7509 W Treasure Drive	Bulk Trash	Warning	6/1/2021		
8000 West Drive	Bulk Trash	Warning	6/1/2021		
7520 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
7920 East Drive 4	WWP	Citation	6/2/2021		$200.00
7524 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
7548 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
1725 Kennedy Cswy	Noise	Warning	6/2/2021		
1455 N Treasure Dr 5R	WWP	Citation	6/3/2021		$500.00
1872 Kennedy Cswy	Trash	Warning	6/3/2021		
7532 Hispanola Ave	WWP	Citation	6/4/2021		$500.00
1865 Kennedy Cswy 6M	WWP	Citation	6/7/2021	$500.00	
7939 West Drive	Property Maintenance	Warning	6/7/2021		
1900 S Treasure Drive	Trash / Landscape	Warning	6/7/2021		
7904 West Drive 111	Operating / Advertising	Citation	6/8/2021		$1,000.00
7904 West Drive 111	BTR	Citation	6/8/2021		$100.00
7928 East Drive	Bulk Trash	Warning	6/9/2021		
1351 Bay Terrace	Public Intoxication	Citation	6/10/2021		$1,000.00
1351 Bay Terrace	Noise	Citation	6/10/2021		$100.00
7600 Beach View Drive	Landscape	Warning	6/11/2021		
7540 W Treasure Drive	Construction Site Maint.	Warning	6/11/2021		
1865 Kennedy Cswy 6M	WWP	Citation	6/14/2021		$500.00
7410 Beach View Drive	Trash	Warning	6/14/2021		
7927 East Drive	Trash / Bulk Trash	Warning	6/14/2021		
7810 Center Bay Drive	Bulk Trash	Warning	6/15/2021		
1750 S Treasure Drive	Special Magistrate	Order	6/15/2021		$1,000.00
7810 Coquina Drive	Recycling Cans	Warning	6/15/2021		
7700 Miami View Drive	Operating / Advertising	Citation	6/15/2021	$1,000.00	
7700 Miami View Drive	BTR	Citation	6/15/2021	$100.00	
1555 Kennedy Cswy	Landscape	Warning	6/16/2021		
7505 Cutlass Ave	Water Regulations	Warning	6/17/2021		
7631 Miami View Drive	Construction Site Maint.	Warning	6/17/2021		
7904 West Drive	Noise	Citation	6/17/2021		$200.00
7552 Adventure Ave	WWP	Citation	6/21/2021		$500.00

7410 Beach View Drive	Pool Violations	Citation	6/21/2021		$250.00
Cutlass Ave	Derelict Vehicle	Warning	6/21/2021		
23-3209-000-0253	WWP	Citation	6/21/2021	$500.00	
Jewel / Galleon	Derelict Vehicle	Warning	6/21/2021		
7720 Coquina Drive	WWP	Citation	6/22/2021		$500.00
7536 W Treasure Drive	Special Magistrate	Order	6/22/2021		$1,100.00
7720 Coquina Drive	Noise	Citation	6/22/2021		$200.00
Galleon Street	Derelict Vehicle	Warning	6/22/2021		
1801 S Treasure Drive	Bulk Trash	Warning	6/22/2021		
7915 East Drive	Derelict Vehicle	Warning	6/24/2021		
7921 East Drive	Derelict Vehicle	Warning	6/24/2021		
7905 East Drive	Derelict Vehicle	Warning	6/24/2021		
7504 W Treasure Drive	Trash / Recycling Cans	Warning	6/24/2021		
7508 Adventure Ave	Landscaping	Warning	6/24/2021		
1900 S Treasure Drive	Property Maintenance	Warning	6/28/2021		
7530 Miami View Drive	Trash / Recycling Cans	Warning	6/28/2021		
7720 Center Bay Drive	Trash Cans	Citation	6/28/2021	$200.00	
7800 Hispanola Ave	Landscaping	Warning	6/28/2021		
1801 S Treasure Drive	Bulk Trash	Warning	6/28/2021		
7521 Maimi View Drive	Blocking ROW	Warning	6/28/2021		
7945 East Drive 304	Noise	Warning	6/29/2021		
8000 East Drive	Bulk Trash	Warning	6/29/2021		
8000 West Drive	Illicit Discharge	Warning	6/30/2021		
7720 Center Bay Drive	Trash Cans	Citation	6/30/2021		$200.00
(64) Lien Searches					
				$2,300.00	$7,850.00

	Code	**Statistics**	**Jul-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7600 Beach View Drive	Landscape	Warning	7/1/2021		
7601 E Treasure Drive	Landscape	Warning	7/1/2021		
7700 Miami View Drive	Operating/Advertising	Citation	7/2/2021		$1,100.00
Various Constrcution Sites	Order to Secure	Warning	7/2/2021		
7801 Miami View Drive	Trash Cans	Citation	7/3/2021	$200.00	
7500 Coquina Drive	Noise	Citation	7/3/2021	$200.00	
7600 Beach View Drive	Trash Cans	Warning	7/3/2021		
7528 Adventure Ave	Noise	Citation	7/3/2021	$200.00	
7600 Beach View Drive	Landscape	Citation	7/3/2021	$200.00	
1351 Bay Terrace	Trash Cans	Warning	7/3/2021		
7711 Beach View Drive	Trash Cans	Warning	7/5/2021		
7552 Adventure Ave	Noise	Warning	7/5/2021		
7540 Bounty Ave	Pool Violations	Warning	7/5/2021		
7533 Bounty Ave	Bulk Trash	Warning	7/5/2021		

7541 W Treasure Drive	Landscape	Warning	7/5/2021		
7504 Adventure Ave	Blocking ROW/Trash	Warning	7/6/2021		
7401 Miami View Drive	Landscape	Warning	7/6/2021		
1666 Kennedy Cswy	Bulk Trash	Warning	7/6/2021		
7830 Miami View Drive	Recycle Cans	Warning	7/7/2021		
7904 West Drive 111	Special Magistrate	Order	7/7/2021		$3,500.00
7811 Miami View Drive	Special Magistrate	Order	7/7/2021		$1,200.00
7556 W Treasure Drive	Special Magistrate	Order	7/7/2021		$5,000.00
7529 Hispanola Ave	Bulk Trash	Warning	7/8/2021		
7536 Adventure Ave	Operating/Advertising	Warning	7/9/2021		
7528 Buccaneer Ave	Landscape	Warning	7/9/2021		
7548 Hispanola Ave	WWP	Citation	7/9/2021	$500.00	
7720 Miami View Drive	WWP	Citation	7/9/2021	$500.00	
7536 Adventure Ave	Operating/Advertising	Citation	7/10/2021	$1,000.00	
7536 Adventure Ave	BTR	Citation	7/10/2021	$100.00	
7525 Bounty Ave	Bulk Trash	Warning	7/12/2021		
7939 East Drive	Knox Box	Warning	7/12/2021		
7700 Coquina Drive	Landscape	Warning	7/13/2021		
1356 Bay Terrace	Pool Violations	Citation	7/13/2021	$250.00	
7700 Center Bay Drive	Landscape/Trash	Warning	7/13/2021		
7517 Hispanola Ave	Landscape	Warning	7/13/2021		
7536 W Treasure Drive	Trash Cans	Warning	7/14/2021		
7504 W Treasure Drive	Trash Cans	Warning	7/14/2021		
7532 Hispanola Ave	Trash Cans	Warning	7/15/2021		
1440 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1400 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1460 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1345 Kennedy Cswy	Building Recertification	Warning	7/16/2021		
1735 N Treasure Drive	Building Recertification	Warning	7/16/2021		
7920 East Drive	Building Recertification	Warning	7/16/2021		
7924 East Drive	Building Recertification	Warning	7/16/2021		
7945 East Drive	Building Recertification	Warning	7/16/2021		
7525 Buccaneer Ave	WWP	Citation	7/16/2021	$500.00	
7516 Jewel Ave	WWP	Citation	7/17/2021	$500.00	
7921 West Drive	Bulk Trash	Warning	7/19/2021		
7548 Adventure Ave	Blocking ROW	Warning	7/19/2021		
1600 Kennedy Cswy	Trash	Warning	7/21/2021		
1666 Kennedy Cswy	Trash	Warning	7/21/2021		
7811 Beach View Drive	Trash Cans	Warning	7/21/2021		
7800 Beach View Drive	Trash Cans	Citation	7/21/2021	$200.00	
7610 Center Bay Drive	Trash Cans	Warning	7/24/2021		
7800 Coquina Drive	Noise	Citation	7/24/2021	$250.00	
7720 Coquina Drive	Noise	Citation	7/24/2021	$250.00	
7525 Buccaneer Ave	Noise	Citation	7/29/2021	$250.00	
1630 S Treasure Drive	Landscape	Warning	7/31/2021		
1671 S Treasure Drive	Landscape	Warning	7/31/2021		

7516 W Treasure Drive	Landscape	Warning	7/31/2021		
7509 Adventure Ave	Landscape	Warning	7/31/2021		
7500 W Treasure Drive	Trash Cans	Warning	7/31/2021		
7536 Adventure Ave	Trash Cans	Warning	7/31/2021		
1701 S Treasure Drive	Landscape	Warning	7/31/2021		
1670 S Treasure Drive	Landscape	Warning	7/31/2021		
7560 W Treasure Drive	Landscpae	Warning	7/31/2021		
(31) Lien Searches					
				$5,100.00	$10,800.00

	Code	**Statistics**	**Aug-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7810 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7701 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7711 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7800 Beach View Drive	Trash Cans	Citation	8/2/2021		$200.00
1801 S Treasure Drive	Bulk Trash	Warning	8/3/2021		
7934 West Drive	Bulk Trash	Warning	8/3/2021		
7601 E Treasure Dr. PH102	WWP	Citation	8/4/2021	$500.00	
7800 Coquina Drive	Noise	Citation	8/4/2021		$250.00
7938 West Drive	Trash	Warning	8/5/2021		
7501 Coquina Drive	WWP	Citation	8/5/2021	$500.00	
1555 N Treasure Drive	Sidewalk Damage	Warning	8/5/2021		
7720 Coquina Drive	WWP	Citation	8/6/2021	$500.00	
7548 Hispanola Ave	WWP	Citation	8/6/2021		$500.00
7520 Hispanola Ave	WWP	Citation	8/7/2021	$500.00	
7525 Buccaneer Ave	Noise	Citation	8/7/2021	$250.00	
1630 S Treasure Drive	Noise	Citation	8/7/2021	$250.00	
7501 Coquina Drive	WWP	Citation	8/9/2021		$500.00
7601 E Treasure Dr. PH102	WWP	Citation	8/10/2021		$500.00
1400 Kennedy Cswy	Prohibited Sign	Warning	8/10/2021		
7700 Center Bay Drive	Noise	Citation	8/10/2021		$100.00
7910 West Drive	Bulk Trash	Warning	8/10/2021		
7731 Miami View Drive	Landscape	Warning	8/11/2021		
1850 Kennedy Cswy	WWP	Citation	8/11/2021		$500.00
Folio #23-3209-008-1210	Landscape	Warning	8/11/2021		
7946 East Drive	Seawall/Deck	Warning	8/12/2021		
7401 Beach View Drive	Fence	Warning	8/12/2021		
7918 West Drive	Fence	Warning	8/13/2021		
7938 West Drive	Trash	Warning	8/16/2021		
7529 Bounty Ave	Bulk Trash	Warning	8/17/2021		
1701 S Treasure Drive	Bulk Trash	Warning	8/17/2021		
7801 Miami View Drive	Trash Cans	Citation	8/17/2021		$200.00

7600 Beach View Drive	Landscape	Citation	8/19/2021		$200.00
7500 Coquina Drive	Noise	Citation	8/19/2021		$200.00
7536 Adventure Ave	Operating/Advertising	Citation	8/19/2021		$1,000.00
7536 Adventure Ave	BTR	Citation	8/19/2021		$100.00
7700 Center Bay Drive	Trash	Citation	8/20/2021		$200.00
7905 East Drive	Noise	Citation	8/21/2021	$250.00	
1570 S Treasure Drive	WWP	Citation	8/21/2021	$250.00	
7537 W Treasure Drive	WWP	Citation	8/21/2021	$250.00	
7536 Adventure Ave	Operating/Advertising	Citation	8/21/2021	$2,000.00	
7536 Adventure Ave	BTR	Citation	8/21/2021	$100.00	
7536 Adventure Ave	Operating/Advertising	Citation	8/23/2021		$2,000.00
7536 Adventure Ave	BTR	Citation	8/23/2021		$100.00
7905 East Drive	Noise	Citation	8/24/2021		$250.00
7800 Beach View Drive	Trash Cans	Citation	8/25/2021	$200.00	
1301 Bay Terrace	Bulk Trash	Warning	8/25/2021		
7904 West Drive #407	Special Magistrate	Order	8/27/2021		$5,000.00
7600 Beach View Drive	Noise	Citation	8/28/2021	$250.00	
7811 Beach View Drive	Bulk Waste	Warning	8/28/2021		
7720 Coquina Drive	Noise	Citation	8/30/2021		$250.00
7720 Coquina Drive	WWP	Citation	8/30/2021		$500.00
7811 Beach View Drive	Operating/Advertising	Warning	8/30/2021		
7800 Beach View Drive	Trash Cans	Citation	8/30/2021		$200.00
7811 Beach View Drive	Operating/Advertising	Citation	8/31/2021	$1,000.00	
7811 Beach View Drive	BTR	Citation	8/31/2021	$100.00	
7731 Coquina Drive	Operating/Advertising	Citation	8/31/2021	$2,000.00	
7731 Coquina Drive	BTR	Citation	8/31/2021	$100.00	
7510 Center Bay Drive	Bulk Trash	Warning	8/31/2021		
7548 W Treasure Drive	Trash	Warning	8/31/2021		
(48) Lien Searches					
				$8,750.00	$12,750.00

	Code	**Statistics**	**Sep-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7537 Adventure Ave	Bulk Trash	Warning	9/1/2021		
1321 Bay Terrace	Landscape	Warning	9/1/2021		
7401 Miami View Drive	Trash/Blocking ROW	Warning	9/1/2021		
7421 Miami View Drive	Bulk Trash	Warning	9/1/2021		
7520 Miami View Drive	Bulk Trash	Warning	9/1/2021		
7700 Center Bay Drive	Bulk Trash	Warning	9/1/2021		
7611 Center Bay Drive	Trash	Warning	9/1/2021		
7601 Center Bay Drive	Bulk Trash	Warning	9/1/2021		
7511 Center Bay Drive	Trash	Warning	9/1/2021		
7620 Coquina Drive	Bulk Trash	Warning	9/1/2021		

Folio #23-3209-008-1210	Landscape	Citation	9/1/2021	$200.00	
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7937 West Drive	Trash	Warning	9/2/2021		
7517 Adventure Ave	Bulk Trash	Warning	9/2/2021		
1570 S Treasure Drive	WWP	Citation	9/3/2021		$250.00
7548 Hispanola Ave	WWP	Citation	9/4/2021	$500.00	
7536 Bounty Ave	Noise	Citation	9/4/2021	$250.00	
7500 Coquina Drive	Noise	Citation	9/4/2021	$250.00	
7811 Beach View Drive	Operating/Advertising	Citation	9/6/2021	$2,000.00	
7811 Beach View Drive	BTR	Citation	9/6/2021	$100.00	
7524 W Treasure Drive	Fence	Warning	9/6/2021		
1620 S Treasure Drive	Noise	Citation	9/7/2021		$250.00
7552 Adventure Ave	Special Magistrate	Order	9/7/2021		$1,000.00
1555 N Treasure Drive	Bulk Trash	Warning	9/7/2021		
7510 Coquina Drive	Bulk Trash	Warning	9/7/2021		
7601 Beach View Drive	Bulk Trash	Warning	9/9/2021		
1331 Bay Terrace	Bulk Trash	Warning	9/9/2021		
7920 East Drive	Bulk Trash	Warning	9/9/2021		
7922 East Drive	Landscape	Warning	9/9/2021		
7548 Hispanola Ave	WWP	Citation	9/9/2021		$500.00
7528 Adventure Ave	Special Magistrate	Order	9/10/2021		$275.00
7430 Beach View Drive	Bulk Trash	Warning	9/11/2021		
7811 Beach View Drive	Bulk Trash	Warning	9/11/2021		
7711 Center Bay Drive	Bulk Trash	Warning	9/13/2021		
7548 W Treasure Drive	Trash	Citation	9/13/2021	$200.00	
7516 Jewel Ave	Special Magistrate	Order	9/14/2021		$575.00
7731 Center Bay Drive	WWP	Citation	9/14/2021		$250.00
1725 Kennedy Causeway	Landscape/Trash	Warning	9/14/2021		
7904 West Drive #502	Operating/Advertising	Citation	9/15/2021	$1,000.00	
1356 Bay Terrace	Pool Violations	Citation	9/15/2021		$250.00
7904 West Drive #502	BTR	Citation	9/15/2021	$100.00	
7927 East Drive	Trash	Warning	9/16/2021		
7801 Center Bay Drive	Noise	Citation	9/17/2021	$250.00	
7927 East Drive	Trash	Citation	9/20/2021	$200.00	
7540 W Treasure Drive	Construction Site Maint.	Warning	9/20/2021		
7553 Adventure Ave	Noise	Citation	9/18/2021	$250.00	
1701 N Treasure Dr #7	Landscape	Warning	9/21/2021		
1701 N Treasure Dr #5	Landscape	Warning	9/21/2021		
7520 Hispanola Ave	WWP	Citation	9/21/2021		$500.00

7731 Coquina Drive	Operating/Advertising	Citation	9/21/2021		$2,000.00
7731 Coquina Drive	BTR	Citation	9/21/2021		$100.00
1701 N Treasure Dr #4	Landscape	Warning	9/21/2021		
7600 Beach View Drive	Noise	Citation	9/21/2021		$250.00
1701 N Treasure Dr #3	Landscape	Warning	9/21/2021		
7927 East Drive	Trash	Warning	9/22/2021		
7530 Coquina Drive	Bulk Trash	Warning	9/22/2021		
7441 Coquina Drive	Landscape	Warning	9/22/2021		
7904 West Drive #502	BTR	Citation	9/23/2021		$100.00
7904 West Drive #502	Operating/Advertising	Citation	9/23/2021		$1,000.00
7400 Center Bay Drive	Bulk Trash	Warning	9/23/2021		
7530 Center Bay Drive	Noise	Citation	9/25/2021	$250.00	
1610 S Treasure Drive	Noise	Citation	9/25/2021	$250.00	
7400 Miami View Drive	Noise	Citation	9/25/2021	$250.00	
7922 East Drive	Landscape	Citation	9/27/2021	$200.00	
7929 West Drive	Bulk Trash	Warning	9/27/2021		
7549 Bounty Ave	Landscape	Warning	9/27/2021		
7400 Miami View Drive	Noise	Citation	9/28/2021		$250.00
1725 Kennedy Cswy	Landscape	Citation	9/28/2021	$200.00	
7536 Adventure Ave	WWP	Citation	9/29/2021	$250.00	
Folio #23-3209-008-1210	Landscape	Citation	9/30/2021		$200.00
7530 Center Bay Drive	Noise	Citation	9/30/2021		$250.00
(66) Lien Searches					
				$6,700.00	$8,000.00

	Code	**Statistics**	**Oct-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1555 Kennedy Cswy	Trash	Warning	10/4/2021		
1400 Kennedy Cswy	Blocking ROW	Warning	10/4/2021		
7510 Coquina Drive	Landscape	Warning	10/4/2021		
7939 East Drive	Trash	Warning	10/4/2021		
7537 W Treasure Drive	WWP	Citation	10/5/2021		$250.00
7532 Hispanola Ave	Special Magistrate	Order	10/5/2021		$1,600.00
7801 Center Bay Drive	Noise	Citation	10/5/2021		$250.00
7500 Beach View Drive	Landscape/Pool Violation	Warning	10/7/2021		
7500 Center Bay Drive	Construction Maint.	Warning	10/8/2021		
1735 N Treasure Drive	Noise	Warning	10/7/2021		
7917 West Drive	Bulk Trash	Warning	10/11/2021		
HI Drive / 79 Street	Prohibited Sign	Removed	10/11/2021		
7927 East Drive	Trash	Citation	10/11/2021		$200.00
1610 S Treasure Drive	WWP	Citation	10/11/2021		$250.00
7536 Bounty Ave	Bulk Trash	Warning	10/12/2021		
1356 Bay Terrace	Property Maint./Beehive	Warning	10/14/2021		

7549 Hispanola Ave	WWP	Citation	10/14/2021	$250.00	
7525 Buccaneer Ave	WWP	Citation	10/14/2021		$500.00
7553 Adventure Ave	Noise	Citation	10/14/2021		$250.00
7509 Adventure Ave	WWP	Citation	10/15/2021	$250.00	
1620 N Treasure Drive	WWP	Citation	10/16/2021	$250.00	
7552 Cutlass Ave	Construction Maint.	Citation	10/16/2021	$250.00	
7552 Cutlass Ave	Noise	Citation	10/16/2021	$250.00	
7511 Center Bay Drive	Trash Cans	Warning	10/16/2021		
7700 Center Bay Drive	Trash Cans	Warning	10/16/2021		
7505 Bounty Ave	Landscape	Warning	10/16/2021		
7811 Beach View Drive	Special Magistrate	Order	10/21/2021		$3,275.00
7924 East Drive	Landscape	Warning	10/21/2021		
23-3209-001-0013	Landscape	Citation	10/21/2021	$200.00	
7721 Miami View Drive	Bulk Trash	Warning	10/21/2021		
7509 Adventure Ave	WWP	Citation	10/22/2021		$250.00
7512 Buccaneer Ave	Blocking ROW	Warning	10/25/2021		
7720 Miami View Drive	Landscape	Warning	10/25/2021		
7922 East Drive	Landscape	Citation	10/26/2021		$200.00
1601 Kennedy Cswy	Blocking ROW	Warning	10/27/2021		
23-3209-035-0001	WWP	Citation	10/27/2021	$250.00	
7421 Miami View Drive	Bulk Trash	Warning	10/27/2021		
7549 Hispanola Ave	WWP	Citation	10/27/2021		$250.00
7552 Cutlass Ave	Noise	Citation	10/28/2021		$250.00
7552 Cutlass Ave	WWP	Citation	10/28/2021		$250.00
1872 Kennedy Cswy	Bulk Trash	Warning	10/29/2021		
1620 N Treasure Drive	WWP	Citation	10/29/2021		$250.00
7811 Beach View Drive	Trash Cans	Citation	10/30/2021	$200.00	
7420 Beach View Drive	Trash Cans	Warning	10/30/2021		
7711 Beach View Drive	Trash Cans	Warning	10/30/2021		
7811 Miami View Drive	Noise	Citation	10/30/2021	$250.00	
7505 Cutlass Ave	Noise	Warning	10/30/2021		
(46) Lien Searches					
				$2,150.00	$8,025.00

	Code	**Statistics**	**Nov-21**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7933 West Drive	Bulk Trash	Warning	11/1/2021				
7924 East Drive	Bulk Trash	Warning	11/1/2021				
7927 East Drive	Bulk Trash	Warning	11/1/2021				
1351 Bay Terrace	Bulk Trash	Warning	11/2/2021				
7800 Beach View Drive	Trash Cans	Warning	11/3/2021				
7600 Coquina Drive	Bulk Trash	Warning	11/3/2021				
7801 Center Bay Drive	Landscape	Citation	11/2/2021	$200.00			

7801 Center Bay Drive	Illicit Discharge	Citation	11/2/2021	$250.00			
7801 Center Bay Drive	Construction Site Maint.	Citation	11/2/2021	$250.00			
7801 Center Bay Drive	WWP	Citation	11/2/2021	$250.00			
7811 Beach View Drive	Bulk Trash	Warning	11/3/2021				
7917 West Drive	Bulk Trash	Warning	11/3/2021				
Cutlass & S. Treasure Drive	Commercial Vehicle	Warning	11/3/2021				
7548 W Treasure Drive	Trash/ Debris	Citation	11/5/2021		$200.00		
1800 Kennedy Cswy #A201	WWP	Citation	11/6/2021	$250.00			
1725 Kennedy Cswy	Landscape	Citation	11/8/2021		$200.00		
7421 Center Bay Drive	Noise	Warning	11/8/2021				
7811 Beach View Drive	Trash Cans	Citation	11/13/2021	$200.00			
7510 Center Bay Drive	Noise	Citation	11/13/2021	$250.00			
7720 Miami View Deive	Noise	Citation	11/13/2021	$250.00			
7601 E Treasure Drive	Noise	Citation	11/13/2021	$250.00			
7421 Center Bay Drive	Noise	Citation	11/13/2021	$250.00			
7700 Miami View Drive	Noise	Citation	11/15/2021	$250.00		Yes	(1) of (5)
7800 Beach View Drive	Trash Cans	Citation	11/16/2021	$200.00			
Figueroa Landscaping	Bulk Trash	Warning	11/16/2021				
1666 Kennedy Cswy #200	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #208	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #209	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #400	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #409	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #412	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #501	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #203	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #503	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #509	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #512	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #600	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #604	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #607	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #608	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #611	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #612	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #702	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #706	BTR	Warning	11/17/2021				
7830 Miami View Drive	Trash Cans	Warning	11/18/2021				
7811 Miami View Drive	Noise	Citation	11/17/2021		$250.00		
7510 Center Bay Drive	Noise	Citation	11/18/2021		$250.00		
7911 West Drive	Landscape	Citation	11/19/2021		$200.00		
7536 W Treasure Drive	Noise	Citation	11/22/2021	$250.00			
7536 W Treasure Drive	Noise	Citation	11/22/2021	$500.00			
1900 S Treasure Dr. (Lot)	Trash	Warning	11/22/2021				
7537 W Treasure Drive	Trash Cans / Trash	Warning	11/22/2021				
7516 Bounty Ave	Bulk Trash	Warning	11/23/2021				

1666 Kennedy Cswy #211	BTR	Warning	11/23/2021				
1666 Kennedy Cswy #510	BTR	Warning	11/23/2021				
7811 Beach View Drive	Trash Cans	Citation	11/23/2021		$200.00		
1666 Kennedy Cswy #206	BTR	Warning	11/23/2021				
7801 Center Bay Drive	Illicit Discharge	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	Landscape	Citation	11/29/2021		$200.00		
7801 Center Bay Drive	Construction Site Maint.	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	WWP	Citation	11/29/2021		$250.00		
7800 Beach View Drive	Trash Cans	Citation	11/29/2021		$200.00		
7925 West Drive	Bulk Trash	Warning	11/30/2021				
7441 Coquina Drive	Trash	Warning	11/30/2021				
(45) Lien Searches							
				$3,600.00	$2,450.00		
	Code	**Statistics**	**Dec-21**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7811 Beach View Drive	Trash Cans	Citation	12/1/2021		$200.00		
7801 Hispanola Ave	Building Recertification	Warning	12/1/2021				
1666 Kennedy Cswy #610	Building Recertification	Warning	12/1/2021				
7926 East Drive	Building Recertification	Warning	12/1/2021				
7909-7911 East Drive	Building Recertification	Warning	12/1/2021				
7915 East Drive	Building Recertification	Warning	12/1/2021				
7921 West Drive	Building Recertification	Warning	12/1/2021				
7925 West Drive	Building Recertification	Warning	12/1/2021				
1801-1815 Galleon St	Building Recertification	Warning	12/1/2021				
7928 West Drive	Building Recertification	Warning	12/1/2021				
7921 East Drive	Building Recertification	Warning	12/1/2021				
1880 S Treasure Drive	Building Recertification	Warning	12/1/2021				
7920 East Drive	Minimum Housing	Warning	12/6/2021				
7910 West Drive	Bulk Trash	Warning	12/6/2021				
7937 West Drive #G	Minimum Housing	Warning	12/6/2021				
7937 West Drive #F	WWP	Citation	12/6/2021	$250.00			
7937 West Drive #F	Minimum Housing	Warning	12/6/2021				
7917 West Drive	Bulk Trash	Warning	12/6/2021				
7536 W Treasure Drive	Noise	Citation	12/7/2021		$250.00		
7536 W Treasure Drive	Noise	Citation	12/7/2021		$500.00		
1400 Kennedy Cswy #117	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #100	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #1460	BTR	Warning	12/7/2021				
7920 East Drive	Bulk Trash	Warning	12/7/2021				
1555 N Treasure Drive	Bulk Trash	Warning	12/7/2021				
1400 Kennedy Cswy #1402	BTR	Warning	12/8/2021				
7545 E Treasure Drive #8F	Noise	Citation	12/9/2021		$200.00		

7501 E Treasure Drive #6EF	Cannabis	Citation	12/10/2021		$100.00		
7501 E Treasure Drive #6EF	Cannabis	Citation	12/10/2021		$100.00		
7501 E Treasure Drive #3EF	WWP	Citation	12/10/2021	$250.00			
1620 S Treasure Drive	Noise	Citation	12/11/2021	$500.00			
1630 S Treasure Drive	Landscape	Citation	12/11/2021	$200.00			
7536 W Treasure Drive	WWP	Citation	12/13/2021	$250.00			
7920 East Drive	Minimum Housing	Warning	12/13/2021				
7700 Miami View Drive	Noise	Citation	12/13/2021		$250.00		
7900 Harbor Island Drive	Noise	Warning	12/13/2021				
7927 East Drive	Bulk Waste	Warning	12/14/2021				
7513 Adventure Ave	Trash	Warning	12/14/2021				
7920 East Drive	Bulk Trash	Warning	12/15/2021				
7933 West Drive	Bulk Trash	Warning	12/16/2021				
7620 Miami View Drive	WWP	Citation	12/16/2021	$250.00			
7701 Center Bay Drive	Trash	Warning	12/16/2021				
7520 Hispanola Ave	Noise	Citation	12/18/2021	$250.00			
7904 West Drive #112	Special Magistrate	Order	12/20/2021		$4,500.00		
7933 West Drive	Bulk Trash	Warning	12/21/2021				
1666 Kennedy Cswy #610	WWP	Citation	12/21/2021		$250.00		
1850 Kennedy Cswy	Trash	Warning	12/22/2021				
7524 Bounty Ave	Bulk Trash	Warning	12/22/2021				
Galleon Street	Derelict Vehicle	Warning	12/22/2021				
7601 E Treasure Drive #CU2	BTR	Warning	12/23/2021				
7720 Miami View Drive	Noise	Citation	12/23/2021		$250.00		
7601 E Treasure Drive #CU1	BTR	Warning	12/23/2021				
7910 West Drive	Bulk Trash	Warning	12/23/2021				
7601 E Treasure Drive #CU9	BTR	Warning	12/23/2021				
7909-7911 East Drive	Bulk Trash	Warning	12/23/2021				
1801 S Treasure Drive #329	Bulk Trash	Warning	12/28/2021				
1500 Kennedy Cswy	Landscape	Warning	12/29/2021				
1872 Kennedy Cswy	Trash	Warning	12/29/2021				
7505 Bounty Ave	Landscape	Warning	12/30/2021				
7508 W Treasure Drive	Landscape	Warning	12/30/2021				
1620 S Treasure Drive	Noise	Citation	12/30/2021		$500.00		
(22) Lien Searches							
				$1,950.00	$7,100.00		

	Code	**Statistics**	**Jan-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Citation	1/3/2022	$200.00			
7731 Miami View Drive	Landscpae	Warning	1/3/2022				
7520 Hispanola Ave	Noise	Citation	1/3/2022		$250.00		
7620 Miami View Drive	WWP	Citation	1/5/2022		$250.00		

7552 Cutlass Ave	Operating/Advertising	Warning	1/7/2022				
1690 S Treasure Drive	WWP	Citation	1/8/2022	$250.00			
1353 Bay Terrace	WWP	Citation	1/10/2022		$200.00		
7421 Center Bay Drive	Noise	Citation	1/10/2022		$250.00		
7937 West Drive	WWP	Citation	1/12/2022		$250.00		
8020 East Drive #218	Noise	Citation	1/15/2022	$250.00			
8020 East Drive #218	WWP	Citation	1/15/2022	$250.00			
7552 Cutlass Ave	Noise	Citation	1/15/2022	$500.00			
7508 W Treasure Drive	WWP	Citation	1/15/2022	$250.00			
7520 W Treasure Drive	Noise	Warning	1/17/2022				
7631 Miami View Drive	Noise	Warning	1/17/2022				
1650 S Treasure Drive	BTR	Warning	1/18/2022				
7917 West Drive	Bulk Trash	Warning	1/19/2022				
7934 West Drive #1003	Noise	Citation	1/20/2022		$250.00		
7521 Cutlass Ave	Operating/Advertising	Warning	1/20/2022				
7548 Adventure Ave	Operating/Advertising	Warning	1/20/2022				
1900 S Treasure Drive #3D	Operating/Advertising	Warning	1/20/2022				
7933 West Drive #715	Operating/Advertising	Warning	1/20/2022				
7548 Adventure Ave	Operating/Advertising	Citation	1/22/2022	$1,000.00		Yes	1
7548 Adventure Ave	BTR	Citation	1/22/2022	$100.00			
7500 Beach View Drive	Pool Violation	Citation	1/22/2022	$100.00			
7525 E Treasure Drive	Building Miantenence	Warning	1/25/2022				
7920 East Drive	Blocking ROW	Warning	1/26/2022				
7552 Cutlass Ave	Noise	Citation	1/26/2022		$500.00		
7508 W Treasure Drive	WWP	Citation	1/27/2022		$250.00		
1690 S Treasure Drive	WWP	Citation	1/28/2022		$250.00		
1865 Kennedy Cswy #5L	Noise	Citation	1/28/2022		$100.00		
7548 Adventure Ave	Operating/Advertising	Citation	1/28/2022		$1,000.00		
7548 Adventure Ave	BTR	Citation	1/28/2022		$100.00		
7524 Buccaneer Ave	Noise	Citation	1/31/2022		$250.00		
7811 Miami View Drive	Bulk Trash	Warning	1/31/2022				
7720 Center Bay Drive	Landscape	Warning	1/31/2022				
(49) Lien Searches							
				$2,900.00	$3,900.00		

	Code	**Statistics**	**Feb-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Warning	2/1/2022				
7441 Coquina Drive	Construction Site Maint.	Warning	2/1/2022				
7939 East Drive	Knox Box	Warning	2/2/2022				
1630 S Treasure Drive	Special Magistrate	Order	2/2/2022		$220.00		
7929 West Drive #903	Noise	Warning	2/3/2022				
8000 West Drive	Noise	Warning	2/3/2022				

7946 East Drive #201	Operating/Advertising	Warning	2/3/2022				
8020 East Drive #218	Noise	Citation	2/3/2022		$250.00		
8020 East Drive #218	WWP	Citation	2/3/2022		$250.00		
7927 East Drive	Operating/Advertising	Warning	2/3/2022				
7917 West Drive	Trash	Citation	2/7/2022		$200.00		
7536 W Treasure Drive	WWP	Citation	2/7/2022		$250.00		
1820 S Treasure Drive	WWP	Citation	2/8/2022	$250.00			
23-3209-001-0270	Landscape	Warning	2/8/2022				
1800 Kennedy Cswy #A201	Special Magistrate	Order	2/8/2022		$250.00		
1750 S Treasure Drive	Knox Box	Warning	2/9/2022				
1625 Kennedy Causeway	Knox Box	Warning	2/14/2022				
1820 S Treasure Drive #205	WWP	Citation	2/14/2022		$250.00		
1353 Bay Terrace	WWP	Citation	2/14/2022	$250.00			
1880 S Treasure Drive	Blocking ROW	Warning	2/15/2022				
1666 Kennedy Cswy #604	Trash	Warning	2/15/2022				
7917 West Drive	Recycling	Warning	2/15/2022				
7929 West Drive	Recycling	Warning	2/15/2022				
1855 Kennedy Cswy	Filming	Warning	2/15/2022				
1666 Kennedy Causeway	Special Magistrate	Order	2/16/2022		$1,200.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	2/16/2022				
7421 Coquina Drive	ROW Violation	Warning	2/18/2022				
7548 W Treasure Drive	Noise	Citation	2/19/2022	$250.00			
7548 W Treasure Drive	WWP	Citation	2/19/2022	$250.00			
1880 S Treasure Drive	ROW Violation	Warning	2/19/2022				
7810 Center Bay Drive	Noise	Warning	2/19/2022				
7730 Center Bay Drive	Bulk Trash	Warning	2/22/2022				
7710 Coquina Drive	Bulk Trash	Warning	2/22/2022				
7720 Miami View Drive	WWP	Citation	2/23/2022	$250.00			
7720 Miami View Drive	WWP	Citation	2/24/2022		$250.00		
7505 Cutlass Ave	Illicit Discharge	Citation	2/24/2022	$200.00			
7700 Beach View Drive	Noise	Citation	2/26/2022	$250.00		Yes	1
7811 Beach View Drive	Noise	Citation	2/27/2022	$500.00		Yes	1
7552 Bounty Ave	Trash	Warning	2/28/2022				
7700 Beach View Drive	Noise	Citation	2/28/2022		$250.00		
(67) Lien Searches							
				$2,200.00	$3,370.00		

	Code	**Statistics**	**Mar-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
Harbor Island	Derelict Vehicle	Warning	3/1/2022				
7910 West Drive	Bulk Trash	Warning	3/1/2022				
Harbor Island ROW	Prohibited Sign	Removed	3/1/2022				

7530 Miami View Drive	Noise	Warning	3/1/2022				
7811 Beach View Drive	Noise	Citation	3/1/2022		$500.00		
7557 Mutiny Ave	WWP	Citation	3/4/2022	$250.00			
7915 East Drive #2D	Noise	Citation	3/4/2022		$250.00		
7505 Adventure Ave	Trash Cans/Trash	Warning	3/5/2022				
7509 Adventure Ave	Trash Cans/Trash	Warning	3/5/2022				
7901 Hispanola Ave	Noise	Citation	3/5/2022	$250.00			
7915 East Drive	Noise	Citation	3/5/2022	$250.00			
1620 N Treasure Drive	Bulk Trash	Warning	3/9/2022				
7915 East Drive #1A	Noise	Citation	3/9/2022		$250.00		
7421 Coquina Drive	Construction Maint.	Warning	3/10/2022				
1610 S Treasure Drive	Special Magistrate	Order	3/10/2022		$1,600.00		
7557 Mutiny Ave	WWP	Citation	3/10/2022		$250.00		
7621 Coquina Drive	Trash	Warning	3/10/2022				
7601 E Treasure Dr #CU25	Noise	Citation	3/11/2022		$250.00		
7548 W Treasure Drive	Noise	Citation	3/11/2022		$250.00		
7548 W Treasure Drive	WWP	Citation	3/11/2022		$250.00		
7710 Beach View Drive	Noise	Citation	3/12/2022	$250.00			
7710 Beach View Drive	WWP	Citation	3/12/2022	$250.00			
7536 Bounty Ave	Special Magistrate	Order	3/14/2022		$250.00		
1666 Kennedy Cswy #501	Trash	Warning	3/15/2022				
7501 E Treasure Dr #6T	Noise	Citation	3/15/2022		$250.00		
Treasure Island	Abandoned Prop. (Bike)	Warning/Removed	3/16/2022				
1480 S Treasure Drive	Landscape	Citation	3/17/2022		$200.00		
Treasure Island	Abandoned Prop. (Bike)	Warning/Removed	3/16/2022				
7904 West Drive (rear)	Abandoned Vessel	Warning	3/19/2022				
7711 Coquina Drive	Trash/Recycle cans	Warning	3/19/2022				
7910 West Drive (rear)	Noise	Warning	3/21/2022				
7501 E Treasure Dr #7P	Operating/Advertising	Warning	3/21/2022				
7505 Cutlass Ave	Illicit Discharge	Citation	3/21/2022		$200.00		
1400 S Treasure Drive	Bulk Trash	Warning	3/22/2022				
7901 Hispanola Ave	Noise	Citation	3/22/2022		$250.00		
8000 West Drive	Noise	Citation	3/22/2022		$250.00		
1880 S Treasure Drive	Trash	Warning	3/22/2022				
7800 Center Bay Drive	Bulk Trash	Warning	3/22/2022				
7801 Center Bay Drive	Open/Unsecure	Warning	3/22/2022				
1900 S Treasure Drive	Trash	Warning	3/22/2022				
7934 West Drive #904	Special Magistrate	Order	3/23/2022		$3,000.00		
1865 Kennedy Cswy #12G	WWP	Citation	3/23/2022	$250.00			
Public ROW	Prohibited Sign	Removed	3/23/2022				
7700 Beachview Drive	WWP	Citation	3/23/2022	$250.00			
1571 S Treasure Drive	Noise	Warning	3/24/2022				
1353 Bay Terrace	WWP	Citation	3/24/2022		$250.00		
7720 Center Bay Drive	Trash/Recycle Cans	Citation	3/26/2022	$250.00			
7941 West Drive #301	WWP	Citation	3/26/2022	$250.00			
7920 East Drive	Minimum Housing	Warning	3/28/2022				

Treasure Island	Abandoned Vehicle	Warning	3/28/2022				
1880 S Treasure Drive	Special Magistrate	Order	3/28/2022		$3,500.00		
7540 W Treasure Drive	Noise	Warning	3/29/2022				
Harbor Island	Derelict Vehicle	Warning	3/30/2022				
7901 Hispanola Ave	Construction Maint.	Warning	3/30/2022				
7904 West Drive #816	WWP	Citation	3/31/2022		$200.00		
(126) Lien Searches							
				$2,250.00	$11,950.00		
	Code	**Statistics**	**Apr-22**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7540 Bounty Ave	Bulk Trash	Warning	3/31/2022				
7536 Bounty Ave	Bulk Trash	Warning	3/31/2022				
7500 Beachview Drive	Pool Violation	Warning	3/31/2022				
7501 Center Bay Drive	Bulk Trash	Warning	3/31/2022				
7901 Hispanola Ave	Construction Site Maint.	Citation	3/31/2022	$250.00			
7700 Beach View Drive	WWP	Citation	4/1/2022		$250.00		
7536 Bounty Ave	Bulk Trash	Warning	4/1/2022				
1571 S Treasure Drive	Property Maintenance	Warning	4/1/2022				
1440 S Treasure Drive	WWP	Citation	4/2/2022	$250.00			
1440 S Treasure Drive	Noise	Citation	4/2/2022	$250.00			
7544 W Treasure Drive	Noise	Warning	4/2/2022				
7811 Beach View Drive	Trash Cans	Citation	4/2/2022	$200.00		Yes	2
7536 Bounty Ave	Special Magistrate	Order	4/4/2022		$75.00		
7720 Center Bay Drive	Trash Cans	Citation	4/4/2022		$200.00		
7701 Miami View Drive	Bulk Trash	Warning	4/4/2022				
1900 S Treasure Drive	Property Maintenance	Warning	4/5/2022				
7700 Miami View Drive	Noise	Citation	4/7/2022	$500.00		Yes	2
7533 Adventure Ave	WWP	Citation	4/7/2022	$250.00			
1690 S Treasure Drive	WWP	Citation	4/9/2022	$250.00			
7525 Buccaneer Ave	Construction Site Maint.	Citation	4/8/2022	$250.00			
7920 East Drive	Bulk Trash	Warning	4/8/2022				
7927 East Drive	Minimum Housing	Warning	4/8/2022				
7601 Beach View Drive	Noise	Warning	4/9/2022				
7500 Bounty Ave	Noise	Warning	4/9/2022				
7508 W Treasure Drive	Landscape	Warning	4/10/2022				
7540 W Treasure Drive	ROW Violation	Warning	4/11/2022				
7700 Miami View Drive	Noise	Citation	4/11/2022		$500.00		
7700 Miami View Drive	Trash	Warning	4/11/2022				
7800 Beach View Drive	Bulk Trash	Warning	4/11/2022				
1865 Kennedy Cswy #12G	WWP	Citation	4/12/2022		$250.00		
7601 E Treasure Drive	Graffiti	Warning	4/11/2022				
1872 Kennedy Cswy	Graffiti	Warning	4/11/2022				

7500 Beach View Drive	Pool Violations	Citation	4/15/2022		$100.00		
1900 S Treasure Drive	Operating/Advertising	Warning	4/16/2022				
7810 Center Bay Drive	Noise	Warning	4/18/2022				
Harbor Island	Derelict Vehicle	Warning	4/18/2022				
23-3209-001-0270	Trash	Warning	4/18/2022				
7901 Hispanola Ave	Construction Site Maint.	Citation	4/18/2022		$250.00		
7552 Cutlass Ave	Special Magistrate	Order	4/18/2022		$1,600.00		
1865 Kennedy Cswy #3A	WWP	Citation	4/19/2022	$250.00			
7548 W Treasure Drive	Blocking ROW	Warning	4/19/2022				
7513 Adventure Ave	Noise	Citation	4/22/2022	$250.00			
7910 Harbor Island Dr. #601	Operating/Advertising	Citation	4/22/2022	$1,000.00			
7910 Harbor Island Dr. #601	BTR	Citation	4/22/2022	$100.00			
1690 S Treasure Drive	WWP	Citation	4/22/2022		$250.00		
7500 Beach View Drive	Special Magistrate	Order	4/22/2022		$325.00		
Treasure Island	Abandoned Vehicle	Warning	4/25/2022				
Treasure Island	Derelict Vehicle	Warning	4/25/2022				
7631 Miami View Drive	Construction Site Maint.	Warning	4/25/2022				
7549 Hispanola Ave	WWP	Citation	4/29/2022				
7525 Buccaneer Ave	Noise	Warning	4/30/2022				
7720 Center Bay Drive	Trash Cans	Warning	4/30/2022				
(58) Lien Searches							
				$3,800.00	$3,800.00		

	Code	**Statistics**	**May-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7513 Adventure Ave	Noise	Warning	5/1/2022				
7513 Adventure Ave	Noise	Citation	5/2/2022	$500.00			
7508 Jewel Ave	Operating/Advertising	Warning	5/2/2022				
7529 Buccaneer Ave	Bulk Trash	Warning	5/3/2022				
7910 Harbor Island Dr #601	Operating/Advertising	Citation	5/4/2022		$1,000.00		
7910 Harbor Island Dr #601	BTR	Citation	5/4/2022		$100.00		
7910 West Drive #205	WWP	Citation	5/5/2022	$250.00			
7545 E Treasure Dr #10A	WWP	Citation	5/5/2022	$250.00			
Treasure Island	Prohibited Sign	Removed	5/5/2022				
7517 Cutlass Ave	Fence	Warning	5/9/2022				
7544 Mutiny Ave	Trash Can	Warning	5/10/2022				
7513 Adventure Ave	Noise	Citation	5/12/2022		$250.00		
7911 East Drive	Illicit Discharge	Warning	5/12/2022				
7549 Hispanola Ave	WWP	Citation	5/16/2022		$250.00		
7613 Mutiny Ave	Trash	Warning	5/17/2022				
7540 Bounty Ave	Bulk Trash	Warning	5/17/2022				
Treasure Island	Prohibited Sign	Removed	5/17/2022				
7904 West Drive #816	Noise	Warning	5/17/2022				

Treasure Island	Abandoned Bike	Warning/Removed	5/20/2022				
7513 Adventure Ave	Noise	Warning	5/20/2022		$500.00		
7801 Miami View Drive	Trash Cans	Citation	5/21/2022	$200.00			
1440 S Treasure Drive	WWP	Citation	5/21/2022	$250.00			
7548 Buccaneer Ave	Pool Violations	Warning	5/21/2022				
7529 W Treasure Drive	Blocking ROW	Warning	5/23/2022				
Treasure Island	Dead Storage	Warning	5/24/2022				
7934 West Drive #602	Noise	Warning	5/24/2022				
1800 Kennedy Cswy #A201	Special Magistrate	Order	5/24/2022		$300.00		
1701 N Treasure Drive	Landscape	Warning	5/24/2022				
7524 W Treasure Drive	Landscape	Warning	5/25/2022				
7511 Center Bay Drive	Construction Site Maint.	Warning	5/25/2022				
1600 Kennedy Cswy	Trash	Warning	5/26/2022				
7904 West Drive	Prohibited Sign	Warning	5/28/2022				
7917 West Drive	Bulk Trash	Warning	5/30/2022				
7800 Miami View Drive	Blocking ROW	Warning	5/30/2022				
7801 Center Bay Drive	Noise	Warning	5/30/2022				
7524 W Treasure Drive	Open & Unsecure	Warning	5/30/2022				
1630 S Treasure Drive	Blocking ROW	Warning	5/30/2022				
1356 Bay Terrace	Bulk Trash	Warning	5/30/2022				
7910 West Drive	WWP	Citation	5/31/2022		$250.00		
7501 W Treasure Drive	Construction Site Maint.	Warning	5/31/2022				
7500 Beach View Drive	Pool Violations	Warning	5/31/2022				
Harbor Island	Peddler/Solicitor	Warning/Removed	5/31/2022				
(101) Lien Searches							
				$1,450.00	$2,650.00		

	Code	**Statistics**	**Jun-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7501 Adventure Ave	Landscape	Warning	6/1/2022				
7528 Buccaneer Ave	Construction Site Maint.	Warning	6/1/2022				
7510 Coquina Drive	Bulk Trash	Warning	6/1/2022				
1830 S Treasure Drive	Bulk Trash	Warning	6/1/2022				
7545 E Treasure Dr #10A	WWP	Citation	6/1/2022		$250.00		
7904 West Drive #517	WWP	Citation	6/2/2022	$250.00			
7505 Bounty Ave	Special Magistrate	Order	6/3/2022		$75.00		
1647 N Treasure Drive	Graffiti	Warning	6/6/2022				
1508 Kennedy Cswy	Graffiti	Warning	6/6/2022				
1550 Kennedy Cswy	Graffiti	Warning	6/6/2022				
1865 Kennedy Cswy #3A	WWP	Citation	6/7/2022		$250.00		
7401 Center Bay Drive	BTR	Warning	6/8/2022				
1790 Kennedy Cswy	Building Maintenance	Warning	6/8/2022				
1701 N Treasure Dr #5	Landscape	Warning	6/11/2022				

7505 Adventure Ave	Landscape	Warning	6/11/2022				
7500 Center Bay Drive	Landscape	Warning	6/11/2022				
7524 W Treasure Drive	Landscape	Warning	6/11/2022				
7512 Buccaneer Ave	Landscape	Warning	6/11/2022				
1701 S Treasure Drive	Landscape	Warning	6/11/2022				
Treasure Island	Derelict Vehicle	Warning	6/13/2022				
Treasure Island	Derelict Vehicle	Warning	6/13/2022				
1600 Kennedy Cswy	Graffiti	Warning	6/13/2022				
1600 Kennedy Cswy	Trash	Warning	6/13/2022				
1524 Kennedy Cswy	Graffiti	Warning	6/13/2022				
7411 Beach View Drive	Bulk Trash	Warning	6/14/2022				
7610 Center Bay Drive	Bulk Trash	Warning	6/14/2022				
7720 Miami View Drive	Trash Cans	Warning	6/15/2022				
1880 S Treasure Drive	Bulk Trash	Warning	6/15/2022				
1601 Kennedy Cswy	Open / Unsecure	Warning	6/16/2022				
7720 Miami View Drive	Landscape	Warning	6/16/2022				
7508 Bounty Ave	Landscape	Warning	6/15/2022				
7548 Hispanola Ave	Landscape	Warning	6/15/2022				
7524 W Treasure Drive	Landscape	Citation	6/21/2022	$200.00			
23-3209-001-0279	Fence	Warning	6/21/2022				
7544 W Treasure Drive	WWP	Citation	6/21/2022		$1,200.00		
1735 N Treasure Drive	Special Magistrate	Order	6/22/2022		$250.00		
1865 Kennedy Cswy #12G	Special Magistrate	Order	6/24/2022		$1,000.00		
8020 East Drive #218	Special Magistrate	Order	6/24/2022		$900.00		
7552 Cutlass Ave	Noise	Citation	6/25/2022	$250.00			
1750 S Treasure Dr #1	Noise	Citation	6/27/2022		$250.00		
7720 Miami View Drive	Special Magistrate	Order	6/28/2022		$1,200.00		
7931 East Drive	Stagnant Water	Warning	6/29/2022				
7931 East Drive	Trash	Warning	6/29/2022				
(45) Lien Searches							
				$700.00	$5,375.00		
	Code	**Statistics**	**Jul-22**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7508 Cutlass Ave	Trash	Warning	7/1/2022				
Treasure Island	Derelict Vehicle	Warning	7/5/2022				
8000 West Drive	Trash	Warning	7/5/2022				
1580 Kennedy Cswy	WWP	Citation	7/5/2022	$250.00			
7929 West Drive	Trash	Warning	7/5/2022				
Treasure Island	Derelict Vehicle	Warning	7/6/2022				
7810 Beach View Drive	Bulk Trash	Warning	7/6/2022				
1580 Kennedy Cswy	WWP	Citation	7/7/2022		$250.00		
7537 Mutiny Ave	WWP	Citation	7/7/2022	$250.00			

7701 Beach View Drive	Bulk Trash	Warning	7/6/2022				
1872 Kennedy Cswy	Noise	Warning	7/7/2022				
7501 E Treasure Drive	Construction Maint.	Warning	7/7/2022				
1600 Kennedy Cswy	Trash	Warning	7/11/2022				
7700 Center Bay Drive	Landscape	Warning	7/12/2022				
7524 W Treasure Drive	Landscape	Citation	7/12/2022		$200.00		
7720 Coquina Drive	Bulk Trash	Warning	7/12/2022				
7501 E Treasure Drive	Trash	Warning	7/12/2022				
7556 Bounty Ave	Bulk Trash	Warning	7/12/2022				
1550 Kennedy Cswy	Graffiti	Citation	7/13/2022	$100.00			
7504 Adventure Ave	Bulk Trash	Warning	7/14/2022				
1321 Bay Terrace	Bulk Trash	Warning	7/14/2022				
7529 Mutiny Ave	WWP	Citation	7/14/2022	$250.00			
7601 E Treasure Dr #2007	Noise	Citation	7/22/2022		$250.00		
1750 S Treasure Drive	Noise	Citation	7/22/2022		$250.00		
7421 Beach View Drive	Property Maintenance	Warning	7/23/2022				
7720 Center Bay Drive	Trash Cans	Citation	7/23/2022	$200.00		yes	1
7536 Adventure Ave	Trash Cans	Citation	7/23/2022	$200.00			
7801 Center Bay Drive	Construction Maint.	Warning	7/25/2022				
7537 Mutiny Ave	WWP	Citation	7/26/2022		$250.00		
1880 S Treasure Drive	WWP	Citation	7/26/2022	$250.00			
1872 Kennedy Cswy	Noise	Citation	7/26/2022	$250.00			
7552 Cutlass Ave	Noise	Citation	7/26/2022		$250.00		
Public ROW	Prohibited Sign	Removed	7/27/2022				
1800 Kennedy Cswy	Property Maintenance	Warning	7/27/2022				
1755 Kennedy Cswy	Property Maintenance	Warning	7/27/2022				
1555 E Treasure Drive	Bulk Trash	Warning	7/28/2022				
7801 Miami View Drive	Trash Cans	Citation	7/28/2022		$200.00		
7525 Buccaneer Ave	Construction Maint.	Citation	7/28/2022		$250.00		
7811 Beach View Drive	Trash Cans	Citation	7/28/2022		$200.00		
1510 S Treasure Drive	Bulk Trash	Warning	7/28/2022				
7801 Center Bay Drive	Construction Maint.	Citation	7/28/2022	$500.00			
7510 Coquina Drive	Bulk Trash	Warning	7/28/2022				
1700 N Treasure Drive	WWP	Citation	7/28/2022	$250.00			
1365 Bay Terrace	Trash Cans	Warning	7/30/2022				
7513 Adventure Ave	Trash Cans	Warning	7/30/2022				
7509 Adventure Ave	Trash Cans	Warning	7/30/2022				
7700 Miami View Drive	Trash Cans	Warning	7/30/2022				
7720 Miami View Drive	Trash Cans	Warning	7/30/2022				
7537 Mutiny Ave	Noise	Citation	7/30/2022	$250.00			
(35) Lien Searches							
				$2,750.00	$2,100.00		
	Code	**Statistics**	**Aug-22**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7920 East Drive	Bulk Trash	Warning	8/1/2022				
1780 Kennedy Cswy #111	Noise	Warning	8/1/2022				
Treasure Island	Prohibited Signs	Removed	8/2/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/2/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/2/2022				
1800 Kennedy Cswy	Property Maintenance	Warning	8/3/2022				
7710 Miami View Drive	Noise	Warning	8/3/2022				
1800 Kennedy Cswy #109	Noise	Warning	8/4/2022				
7505 Adventure Ave	WWP	Warning	8/5/2022				
7549 Hispanola Ave	Noise	Citation	8/6/2022	$250.00			
1356 Bay Terrace	Landscape	Warning	8/6/2022				
7549 Hispanola Ave	Noise	Citation	8/8/2022		$250.00		
7536 Adventure Ave	Trash Cans	Citation	8/8/2022		$200.00		
Treasure Island	Derelict/Storage Vehicle	Warning	8/8/2022				
7700 Coquina Drive	Landscape / Trash	Warning	8/8/2022				
7915 East Drive	Bulk Trash	Warning	8/9/2022				
1365 Bay Terrace	Bulk Trash	Warning	8/10/2022				
1600 Kennedy Cswy	Trash	Citation	8/10/2022	$200.00			
1872 Kennedy Cswy	Noise	Citation	8/11/2022		$250.00		
7552 Cutlass Ave	WWP	Citation	8/11/2022	$250.00			
1701 N Treasure Drive #3	Landscape	Warning	8/11/2022				
23-3209-001-0013	Trash/Landscape	Warning	8/11/2022				
7918 West Drive	Construction Site Maint.	Warning	8/15/2022				
7621 Center Bay Drive	Bulk Trash	Warning	8/15/2022				
7801 Center Bay Drive	Construction Site Maint.	Citation	8/15/2022		$500.00		
7620 Center Bay Drive	Bulk Trash	Warning	8/15/2022				
7552 Cutlass Ave	WWP	Citation	8/17/2022		$250.00		
1800 Kennedy Cswy	Minimum Housing	Citation	8/18/2022	$250.00			
1356 Bay Terrace	Landscape	Citation	8/19/2022	$200.00			
7517 Buccaneer Ave	WWP	Citation	8/20/2022	$250.00			
7500 Beach View Drive	Noise	Citation	8/20/2022	$250.00			
7500 Beach View Drive	WWP	Citation	8/20/2022	$250.00			
7720 Center Bay Drive	Trash Cans	Citation	8/22/2022		$200.00		
7929 West Drive #903	Noise	Warning	8/24/2022				
1900 S Treasure Drive #4C	Noise	Citation	8/24/2022		$200.00		
1900 S Treasure Drive #4C	Noise	Citation	8/24/2022		$100.00		
7537 Mutiny Ave	Noise	Citation	8/24/2022		$250.00		
7915 East Drive	Bulk Trash	Warning	8/25/2022				
7918 West Drive	Open/Unsecure	Warning	8/25/2022				
Treasure Island	Derelict/StorageTrailer	Warning	8/27/2022				
7929 West Drive #903	Noise	Citation	8/29/2022	$200.00			
8000 West Drive	Bulk Trash	Warning	8/29/2022				
1331 Bay Terrace	Prohibited Sign	Removed	8/30/2022				

1356 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
1321 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
7420 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7611 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7610 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7600 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7531 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7630 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7721 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7730 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7731 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7620 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7611 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7701 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
7721 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
7730 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
(23) Lien Searches							
				$2,100.00	$2,200.00		
	Code	**Statistics**	**Sep-22**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1640 N Treasure Drive	Landscape	Warning	8/27/2022				
1670 N Treasure Drive	Landscape	Warning	8/27/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/27/2022				
7536 W Treasure Drive	Noise	Citation	9/1/2022	$250.00		No/Long Term	
7536 W Treasure Drive	Noise	Citation	9/2/2022	$500.00		No/Long Term	
Treasure Island	Derelict/Storage Vehicle	Warning	9/5/2022				
1600 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
1872 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
1725 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
1400 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
8000 West Drive #405	Operating/Advertising	Warning	9/7/2022				
7517 Buccaneer Ave	WWP	Citation	9/7/2022		$250.00		
1600 Kennedy Cswy	Trash	Citation	9/7/2022		$200.00		
7401 Center Bay Drive	Landscape	Warning	9/8/2022				
7517 Hispanola Ave	Landscape	Warning	9/8/2022				
1670 S Treasure Drive	Noise	Citation	9/8/2022	$250.00			
7544 Mutiny Ave	WWP	Citation	9/8/2022	$250.00			
7500 Beach View Drive	Noise	Citation	9/9/2022		$250.00		
7500 Beach View Drive	WWP	Citation	9/9/2022		$250.00		
7531 Center Bay Drive	WWP	Citation	9/13/2022	$250.00			
1351 Bay Terrace	Bulk Trash	Warning	9/14/2022				
1600 Kennedy Cswy	Trash	Warning	9/14/2022				

1800 Kennedy Cswy	Minimum Housing	Citation	9/14/2022		$250.00		
7525 E Treasure Drive #504	Operating/Advertising	Warning	9/16/2022				
7525 E Treasure Drive	Operating/Advertising	Warning	9/16/2022				
7509 Mutiny Ave	Landscape	Warning	9/17/2022				
7600 Beach View Drive	Landscape	Warning	9/17/2022				
1508 Kennedy Cswy	Grafitti	Warning	9/19/2022				
1400 Kennedy Cswy	Prohibited Sign	Removed	9/19/2022				
7929 West Drive #903	Noise	Citation	9/19/2022		$200.00		
7517 Bounty Ave	WWP	Citation	9/20/2022	$250.00			
7517 Bounty Ave	Bulk Trash	Warning	9/20/2022				
7525 E Treasure Drive #708	Minimum Housing	Warning	9/21/2022				
7525 E Treasure Drive	Minimum Housing	Citation	9/21/2022	$250.00			
7710 Center Bay Drive	Bulk Trash	Warning	9/21/2022				
Harbor Island	Derelict/Storage Vehicle	Warning	9/22/2022				
Harbor Island	Derelict/Storage Scooter	Warning	9/22/2022				
Treasure Island	Abandoned Property	Warning	9/22/2022				
7931 East Drive	Trash	Warning	9/22/2022				
7501 Center Bay Drive	Bulk Trash	Warning	9/22/2022				
7731 Beach View Drive	WWP / Painting	Warning	9/22/2022				
7544 Mutiny Ave	WWP	Citation	9/22/2022		$250.00		
All Construction Sites	Order to Secure	Warning	9/23/2022				
7513 Bounty Ave	Noise	Citation	9/24/2022	$250.00			
All Construction Sites	Order to Secure	Warning	9/24/2022				
7531 Center Bay Drive	WWP	Citation	9/26/2022		$250.00		
7928 West Drive #510	WWP	Citation	9/27/2022	$250.00			
7517 Bounty Ave	WWP	Citation	9/27/2022		$250.00		
Harbor Island	Storage Trailer	Warning	9/28/2022				
7508 W Treasure Drive	Construction Site Maint.	Warning	9/28/2022				
7508 W Treasure Drive	Open/Unsecure	Warning	9/28/2022				
7401 Center Bay Drive	Bulk Trash	Warning	9/28/2022				
1665 Kennedy Cswy	Property Maintenance	Warning	9/28/2022				
7508 W Treasure Drive	Construction Site Maint.	Citation	9/28/2022	$250.00			
1700 N Treasure Drive	WWP	Citation	9/29/2022		$250.00		
(32) Lien Searches							
				$2,750.00	$2,400.00		

	Code	**Statistics**	**Oct-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1601 Kennedy Cswy	Landscape	Warning	10/1/2022				
7508 W Treasure Drive	Noise	Citation	10/1/2022	$250.00			
7525 Buccaneer Ave	Noise	Citation	10/1/2022	$250.00			
7509 Mutiny Ave	Landscape/Trash	Citation	10/1/2022	$200.00			
7600 Beach View Drive	Landscape/Trash	Citation	10/1/2022	$200.00			

7500 W Treasure Drive	Landscape	Warning	10/1/2022				
7508 W Treasure Drive	Construction Site Maint.	Citation	10/3/2022		$250.00		
7508 W Treasure Drive	Noise	Citation	10/3/2022		$250.00		
7910 West Drive	Bulk Trash	Warning	10/3/2022				
7509 Mutiny Ave	Landscape	Citation	10/4/2022		$200.00		
7430 Beach View Drive	WWP	Citation	10/4/2022	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Warning	10/4/2022				
7430 Beach View Drive	WWP	Citation	10/5/2022		$250.00		
7937 West Drive	Bulk Trash	Warning	10/5/2022				
7500 Center Bay Drive	Construction Site Maint.	Citation	10/5/2022	$250.00			
7939 West Drive	Trash	Warning	10/6/2022				
1356 Bay Terrace	WWP	Citation	10/6/2022	$250.00			
1356 Bay Terrace	WWP	Citation	10/6/2022	$250.00			
7531 Center Bay Drive	Noise	Citation	10/7/2022	$250.00			
7938 West Drive	Trash	Warning	10/7/2022				
7926 East Drive	Bulk Trash	Warning	10/10/2022				
1321 Bay Terrace	Bulk Trash	Warning	10/12/2022				
7513 Bounty Ave	Noise	Citation	10/12/2022	$250.00			
7513 Bounty Ave	WWP	Citation	10/12 2022	$250.00			
7910 West Drive	Bulk Trash	Warning	10/12/2022				
7531 Center Bay Drive	Noise	Citation	10/14/2022		$250.00		
1900 S Treasure Drive	Minimum Housing	Warning	10/14/2022				
Treasure Island	Prohibited Sign	Removed	10/14/2022				
7548 W Treasure Drive	Construction Site Maint.	Citation	10/15/2022	$250.00			
7508 W Treasure Drive	Special Magistrate	Order	10/17/2022		$3,000.00		
7922 East Drive	Vacant Lot Fee	Warning	10/17/2022		$250.00		
1820 S Treasure Drive	WWP	Citation	10/18/2022	$250.00			
7941 West Drive #301	Special Magistrate	Order	10/18/2022		$800.00		
1780 Kennedy Cswy	WWP	Citation	10/18/2022	$250.00			
7401 Miami View Drive	Landscape	Warning	10/18/2022				
23-3209-001-0013	Vacant Lot Fee	Warning	10/19/2022		$250.00		
7500 Miami View Drive	Landscape	Warning	10/19/2022				
7500 Coquina Drive	WWP/Painting	Warning	10/19/2022				
7920 East Drive	Bulk Trash	Warning	10/20/2022				
7920 East Drive	Minimum Housing	Citation	10/20/2022	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Citation	10/20/2022		$250.00		
7548 W Treasure Drive	Construction Site Maint.	Warning	10/22/2022				
7500 Center Bay Drive	Trash Cans	Warning	10/22/2022				
7531 Center Bay Drive	Trash Cans	Warning	10/22/2022				
7934 West Drive #1105	Operating/Advertising	Warning	10/22/2022				
7904 West Drive #303	Operating/Advertising	Warning	10/22/2022				
7441 Coquina Drive	Noise	Citation	10/22/2022	$250.00			
Treasure Island	Prohibited Sign	Removed	10/24/2022				
Treasure Island	Prohibited Sign	Removed	10/24/2022				
7548 W Treasure Drive	Various	Warning	10/24/2022				

1555 Kennedy Cswy	Vacant Lot Fee	Warning	10/24/2022		$250.00		
23-3209-000-0020	Vacant Lot Fee	Warning	10/24/2022		$250.00		
7600 Beach View Drive	Landscape	Citation	10/24/2022		$200.00		
1701 N Treasure Drive #2	Landscape	Warning	10/25/2022				
7530 Beach View Drive	Bulk Trash	Warning	10/26/2022				
Treasure Island	Prohibited Sign	Removed	10/27/2022				
7500 Center Bay Drive	ROW Violation	Warning	10/27/2022				
1670 S Treasure Drive	Noise	Citation	10/27/2022		$250.00		
7421 Miami View Drive	WWP	Citation	10/27/2022	$250.00			
1800 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1790 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1780 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1770 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
8000 West Drive	Parking Violations	Warning	10/28/2022				
1780 Kennedy Cswy #311	WWP	Citation	10/28/2022	$250.00			
1820 S Treasure Drive	WWP	Citation	10/28/2022		$250.00		
1780 Kennedy Cswy #311	WWP	Citation	10/28/2022		$250.00		
(23) Lien Searches							
				$5,400.00	$7,200.00		

	Code	**Statistics**	**Nov-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7513 Bounty Ave	WWP	Citation	11/1/2022		$250.00		
7513 Bounty Ave	Noise	Citation	11/1/2022		$250.00		
7545 E Treasure Drive	WWP	Citation	11/1/2022	$250.00			
7920 East Drive	Bulk Trash	Warning	11/1/2022				
1359 Bay Terrace	Bulk Trash	Warning	11/1/2022				
7928 West Drive #510	WWP/SWO	Citation	11/2/2022	$250.00			
23-3209-008-1200	Vacant Lot Fee	Warning	11/2/2022		$250.00		
7525 Buccaneer Ave	Noise	Citation	11/3/2022		$250.00		
23-3209-008-1210	Vacant Lot Fee	Warning	11/3/2022		$250.00		
1900 S Treasure Drive	Minimum Housing	Warning	11/2/2022				
7910 West Drive	Bulk Trash	Warning	11/1/2022				
7401 Beach View Drive	Vacant Lot Fee	Warning	11/4/2022		$250.00		
7918 West Drive	Noise	Citation	11/5/2022	$250.00			
7711 Miami View Drive	Noise	Citation	11/5/2022	$250.00			
All Construction Sites	Order to Secure	Warning	11/7/2022				
7933 West Drive	Bulk Trash	Warning	11/7/2022				
7920 East Drive	Bulk Trash	Citation	11/7/2022	$200.00			
1401 Kennedy Cswy	Bulk Trash	Warning	11/8/2022				
23-3209-033-0001	Minimum Housing	Citation	11/8/2022		$250.00		
Various Locations	Order to Secure	Warning	11/8/2022				
1365 Bay Terrace	Trash Cans	Warning	11/8/2022				

7721 Miami View Drive	Bulk Trash	Warning	11/8/2022				
1665 Kennedy Cswy	Graffiti	Warning	11/10/2022				
7631 Miami View Drive	Trash Cans	Warning	11/9/2022				
7931 East Drive	Property Maintenance	Warning	11/10/2022				
1865 Kennedy Cswy #3A	Special Magistrate	Order	11/15/2022		$1,500.00		
1401 Kennedy Cswy	Graffiti	Warning	11/15/2022				
1624 Kennedy Cswy	WWP	Citation	11/17/2022	$250.00			
7525 E Treasure Drive	Minimum Housing	Citation	11/17/2022		$250.00		
7920 East Drive	Minimum Housing	Citation	11/17/2022	$250.00			
7910 West Drive	Special Magistrate	Order	11/18/2022		$1,900.00		
1690 S Treasure Drive	Special Magistrate	Order	11/18/2022		$2,900.00		
Treasure Island	Prohibited Sign	Removed	11/21/2022				
7504 Adventure Ave	Bulk Trash	Warning	11/21/2022				
7918 West Drive	Blocking ROW	Warning	11/21/2022				
1455 N Treasure Drive	Minimum Housing	Warning	11/21/2022				
7918 West Drive	Noise	Citation	11/21/2022		$250.00		
1624 Kennedy Cswy	WWP	Citation	11/21/2022		$250.00		
1630 S Treasure Drive	Vacant Lot Fee	Warning	11/23/2022				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/23/2022				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	11/23/2022				
23-3209-001-0270	Vacant Lot Fee	Warning	11/23/2022				
23-3209-001-0250	Vacant Lot Fee	Warning	11/23/2022				
7940 West Drive	Vacant Lot Fee	Warning	11/23/2022				
7938 West Drive	Vacant Lot Fee	Warning	11/23/2022				
7548 W Treasure Drive	Construction Site Maint.	Warning	11/24/2022				
1700 Kennedy Cswy #110	Prohibited Sign	Warning	11/22/2022				
7918 West Drive	Construction Site Maint.	Citation	11/27/2022	$500.00			
1790 S Treasure Drive #4A	WWP	Citation	11/28/2022	$250.00			
7904 West Drive	Minimum Housing	Warning	11/28/2022				
1555 Kennedy Cswy	Landscape	Warning	11/29/2022				
1725 Kennedy Cswy	Various	Warning	11/29/2022				
7904 West Drive	Noise	Warning	11/30/2022				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/29/2022		$250.00		
(31) Lien Searches							
				$2,450.00	$9,050.00		

	Code	**Statistics**	**Dec-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1755 Kennedy Cswy	Trash	Warning	12/2/2022				
7509 Mutiny Ave	Noise	Citation	12/3/2022	$250.00			
7938 West Drive	Vacant Lot Fee	Warning	12/5/2022		$250.00		
7940 West Drive	Vacant Lot Fee	Warning	12/5/2022		$250.00		
1530 Kennedy Cswy	WWP	Citation	12/5/2022	$250.00			

7920 East Drive	Minimum Housing	Warning	12/5/2022				
1900 S Treasure Drive	WWP	Citation	12/6/2022	$250.00			
7500 Center Bay Drive	Special Magistrate	Order	12/6/2022		$6,000.00		
Treasure Island	Derelict Vehicle	Warning	12/7/2022				
7509 Mutiny Ave	Blocking ROW	Warning	12/7/2022				
7525 E Treasure Drive	Bulk Trash	Warning	12/8/2022				
7731 Miami View Drive	Bulk Trash	Warning	12/8/2022				
7920 East Drive	Minimum Housing	Citation	12/8/2022	$250.00			
1470 S Treasure Drive	Noise	Citation	12/7/2022		$100.00		
7509 Mutiny Ave	Noise	Citation	12/8/2022		$250.00		
1356 Bay Terrace	Stagnant Water	Warning	12/10/2022				
7505 Cutlass Ave	Noise	Citation	12/10/2022				
8000 West Drive	Landscape	Warning	12/12/2022				
7548 W Treasure Drive	Construction Site Maint.	Citation	12/12/2022	$500.00			
7710 Miami View Drive	Bulk Trash	Warning	12/13/2022				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	12/13/2022		$250.00		
1670 S Treasure Drive	Construction Site Maint.	Warning	12/15/2022				
7505 Bounty Ave	WWP	Citation	12/16/2022		$250.00		
7721 Coquina Drive	Landscape	Warning	12/15/2022				
7529 Mutiny Ave	Landscape	Warning	12/16/2022				
7631 Miami View Drive	Landscape	Warning	12/16/2022				
7720 Miami View Drive	Noise	Warning	12/17/2022				
1356 Bay Terrace	Noise	Warning	12/17/2022				
7701 Miami View Drive	Noise	Citation	12/17/2022	$250.00			
1530 Kennedy Cswy	WWP	Citation	12/16/2022		$250.00		
1900 S Treasure Drive	WWP	Citation	12/19/2022		$250.00		
Treasure Island	Prohibited Sign	Removed	12/20/2022				
Treasure Island	Prohibited Sign	Removed	12/20/2022				
1630 S Treasure Drive	Vacant Lot Fee	Warning	12/20/2022		$250.00		
7910 West Drive	Trash	Warning	12/21/2022				
7552 Mutiny Ave	Bulk Trash	Warning	12/21/2022				
7711 Miami View Drive	WWP	Citation	12/21/2022	$250.00			
7701 Miami View Drive	Bulk Trash	Warning	12/21/2022				
1680 S Treasure Drive	Bulk Trash	Warning	12/21/2022				
7711 Miami View Drive	WWP	Citation	12/21/2022	$250.00			
7710 Miami View Drive	Trash	Warning	12/22/2022				
1356 Bay Terrace	Noise	Warning	12/26/2022				
7600 Beach View Drive	WWP	Citation	12/27/2022	$250.00			
7920 East Drive	Minimum Housing	Citation	12/27/2022		$250.00		
1550 Kennedy Cswy	Bulk Trash	Warning	12/27/2022				
7920 East Drive	Trash	Citation	12/27/2022		$200.00		
7533 Bounty Ave	Noise	Warning	12/27/2022				
1356 Bay Terrace	Landscape	Citation	12/28/2022		$200.00		
1356 Bay Terrace	WWP	Citation	12/28/2022		$250.00		
8000 West Drive	Landscape	Warning	12/29/2022				

(43) Lien Searches							
				$2,500.00	$9,000.00		
	Code	**Statistics**	**Jan-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1550 Kennedy Cswy	Bulk Trash	Warning	1/3/2023				
7549 Bounty Ave	Landscape	Citation	1/3/2023		$1,000.00		
7631 Miami View Drive	Construction Site Maint.	Warning	1/3/2023				
Harbor Island	Derelict Vehicle	Warning	1/4/2023				
7925 East Drive	Property Maintenance	Warning	1/4/2023				
1872 Kennedy Cswy	Construction Mesh	Warning	1/4/2023				
7548 W Treasure Drive	Construction Mesh	Warning	1/4/2023				
7531 Miami View Drive	Bulk Trash	Warning	1/4/2023				
7631 Miami View Drive	Construction Mesh	Warning	1/4/2023				
7801 Center Bay Drive	Construction Mesh	Warning	1/4/2023				
7711 Center Bay Drive	Bulk Trash	Warning	1/4/2023				
1790 S Treasure Drive #4A	WWP	Citation	1/4/2023		$250.00		
7400 Beach View Drive	Bulk Trash	Warning	1/5/2023				
7711 Miami View Drive	WWP	Citation	1/5/2023		$250.00		
1440 Kennedy Cswy	Prohibited sign	Warning	1/5/2023				
1666 Kennedy Cswy	Prohibited sign	Warning	1/5/2023				
7631 Miami View Drive	Landscape	Citation	1/5/2023	$200.00			
7513 Mutiny Ave	Noise	Warning	1/7/2023				
7529 Mutiny Ave	Noise	Citation	1/7/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	1/9/2023				
7620 Beach View Drive	Bulk Trash	Warning	1/11/2023				
7800 Hispanola Ave	Bulk Trash	Warning	1/12/2023				
7610 Center Bay Drive	Landscape	Warning	1/14/2023				
7610 Center Bay Drive	Landscape	Warning	1/14/2023				
1780 Kennedy Cswy	Minimum Housing	Warning	1/14/2023				
7920 East Drive	Minimum Housing	Warning	1/15/2023				
7500 Beach View Drive	Noise	Warning	1/16/2023				
7410 Coquina Drive	Noise	Warning	1/16/2023				
23-3209-001-0013	Noise	Warning	1/16/2023				
23-3209-014-0190	Trash	Warning	1/16/2023				
7525 E Treasure Drive	Bulk Trash	Warning	1/16/2023				
1600 Kennedy Cswy	Graffiti	Warning	1/17/2023				
1600 Kennedy Cswy	Trash	Removed	1/17/2023				
7929 West Drive	Bulk Trash	Warning	1/17/2023				
7601 Coquina Drive	Bulk Trash	Warning	1/17/2023				
1666 Kennedy Cswy	Property Maintenance	Warning	1/19/2023				
7721 Coquina Drive	Landscape	Warning	1/20/2023				
Treasure Island	Derelict Vehicle	Warning	1/23/2023				
7925 East Drive	Blocking ROW	Removed	1/24/2023				

1450 S Treasure Drive	Noise	Warning	1/24/2023				
7904 West Drive #601	WWP	Citation	1/25/2023	$250.00			
7904 West Drive #1016	WWP	Citation	1/25/2023	$250.00			
1750 S Treasure Drive	Noise	Citation	1/26/2023		$500.00		
8000 West Drive	BTR	Warning	1/26/2023				
23-3209-001-0270	Vacant Lot Fee	Warning	1/27/2023		$250.00		
23-3209-001-0250	Vacant Lot Fee	Warning	1/27/2023		$250.00		
8000 West Drive #807	Noise	Citation	1/27/2023		$250.00		
7610 Center Bay Drive	WWP	Citation	1/28/2023	$250.00			
7531 Beach View Drive	Noise	Citation	1/28/2023	$250.00			
7517 Bounty Ave	Noise	Warning	1/28/2023				
7901 Hispanola Ave	Trash	Citation	1/30/2023	$200.00			
1400 Kennedy Cswy	Prohibited Sign	Removed	1/30/2023				
1601 Kennedy Cswy	Property Maintenance	Warning	1/30/2023				
7909-7911 East Drive	Special Magistrate	Order	1/30/2023		$2,000.00		
7610 Center Bay Drive	WWP	Citation	1/30/2023		$250.00		
(23) Lien Searches							
				$1,650.00	$5,000.00		
	Code	**Statistics**	**Feb-23**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1830 S Treasure Drive	Bulk Trash	Warning	2/1/2023				
7529 Mutiny Ave	Blocking ROW	Warning	2/1/2023				
1865 Kennedy Cswy	Trash	Citation	2/1/2023	$200.00			
7545 Cutlass Ave	Bulk Trash	Warning	2/1/2023				
7904 West Drive #1016	WWP	Citation	2/1/2023		$250.00		
1700 N Treasure Drive	Special Magistrate	Order	2/1/2023		$1,500.00		
7904 West Drive	Construction Site Maint.	Warning	2/2/2023				
1356 Bay Terrace	Construction Site Maint.	Warning	2/2/2023				
7556 W Treasure Drive	Noise	Citation	2/6/2023	$250.00		Yes	1
7945 East Drive #106	Minimum Housing	Warning	2/7/2023				
7945 East Drive #207	Minimum Housing	Warning	2/7/2023				
7801 Center Bay Drive	Trash	Warning	2/7/2023				
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$250.00		
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$500.00		
1865 Kennedy Cswy	Trash	Citation	2/9/2023		$200.00		
7631 Miami View Drive	Landscape	Citation	2/10/2023		$200.00		
1601- 47 N Treasure Drive	WWP	Citation	2/10/2023		$250.00		
7510 Coquina Drive	Trash Cans	Warning	2/11/2023				
7530 Miami View Drive	Trash Cans	Warning	2/11/2023				
7631 Miami View Drive	Bulk Trash	Warning	2/11/2023				
7441 Coquina Drive	Noise	Citation	2/13/2023		$250.00		
7601 Coquina Drive	Bulk Trash	Warning	2/14/2023				

8000 West Drive	Noise	Citation	2/14/2023		$250.00		
1735 N Treasure Drive	Graffiti	Warning	2/15/2023				
7529 Mutiny Ave	Construction Site Maint.	Warning	2/15/2023				
7920 East Drive	Minimum Housing	Warning	2/15/2023				
7556 W Treasure Drive	Noise	Citation	2/15/2023		$250.00		
7510 Coquina Drive	Bulk Trash	Warning	2/16/2023				
7600 Beach View Drive	WWP	Citation	2/16/2023		$250.00		
7421 Miami View Drive	WWP	Citation	2/17/2023		$250.00		
7501 E Treasure Drive	Noise	Citation	2/18/2023	$250.00			
1580 S Treasure Drive	Noise	Citation	2/18/2023	$250.00		Yes	1
1801 S Treasure Drive	Noise	Warning	2/20/2023				
7529 Mutiny Ave	Noise	Warning	2/20/2023				
7910 West Drive #104	WWP	Citation	2/20/2023	$250.00			
8000 West Drive	Trash	Warning	2/20/2023				
7509 Adventure Ave	Bulk Trash	Warning	2/21/2023				
7922 East Drive	Prohibited Sign	Warning	2/21/2023				
7533 Adventure Ave	WWP	Citation	2/21/2023		$250.00		
1580 S Treasure Drive	Noise	Citation	2/21/2023		$250.00		
7904 West Drive #517	WWP	Citation	2/21/2023		$250.00		
1666 Kennedy Cswy #607	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #200	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #412	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #600	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #208	BTR	Warning	2/22/2023				
7601 E Treasure Dr #CU9	BTR	Warning	2/22/2023				
7601 E Treasure Dr #CU6	BTR	Warning	2/22/2023				
7505 Bounty Ave	Special Magistrate	Order	2/22/2023		$1,100.00		
7505 Bounty Ave	Special Magistrate	Order	2/22/2023		$1,125.00		
1666 Kennedy Cswy #409	BTR	Waq	2/22/2023				
7601 E Treasure Dr #21B	BTR	Warning	2/23/2023				
7529 Mutiny Ave	WWP	Citation	2/23/2023		$250.00		
7529 Mutiny Ave	Noise	Citation	2/23/2023		$250.00		
Treasure Island	(7) Prohibited Signs	Removed	2/25/2023				
1440 S Treasure Drive	Open/Unsecured	Warning	2/28/2023				
Treasure Island	Derelict Vehicle	Warning	2/28/2023				
(12) Lien Searches							
				$1,200.00	$7,875.00		
	Code	**Statistics**	**Mar-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1681 Kennedy Cswy	Bulk Trash	Warning	3/2/2023				
7928 West Drive #510	Operating/Advertising	Warning	3/2/2023				
1601-1647 N Treasure Dr	Special Magistrate	Order	3/3/2023		$4,000.00		

7901 Hispanola Ave	Trash	Citation	3/3/2023		$200.00		
7533 Mutiny Ave	Noise	Warning	3/4/2023				
7549 Bounty Ave	WWP	Citation	3/4/2023	$250.00			
7600 Miami View Drive	Noise	Warning	3/4/2023				
7431 Coquina Drive	WWP	Citation	3/4/2023	$250.00			
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
1666 Kennedy Cswy #400	BTR	Warning	3/7/2023				
1681 Kennedy Cswy	BTR	Warning	3/7/2023				
7525 E Treasure Drive	BTR	Warning	3/7/2023				
7549 Bounty Ave	WWP	Citation	3/7/2023		$250.00		
7545 E Treasure Drive #8A	WWP	Citation	3/8/2023	$250.00			
7931 East Drive	Trash	Citation	3/9/2023	$200.00			
1624 Kennedy Cswy	WWP	Citation	3/8/2023				
7910 West Drive #104	WWP	Citation	3/10/2023		$250.00		
7510 Coquina Drive	Parking Standards	Warning	3/11/2023				
7800 Beach View Drive	Parking Standards	Warning	3/11/2023				
8000 West Drive	Trash	Warning	3/14/2023				
7545 E Treasure Drive	Trash	Warning	3/14/2023				
7601 E Treasure Drive	Trash	Warning	3/14/2023				
1755 Kennedy Causeway	Property Maintenance	Warning	3/14/2023				
7920 East Drive	Bulk Trash	Warning	3/14/2023				
7529 Mutiny Ave	Blocking ROW	Warning	3/15/2023				
7925 West Drive	Trash	Warning	3/15/2023				
7509 Mutiny Ave	Noise	Warning	3/15/2023	$250.00			
7601 E Treasure Drive	Illicit Discharge	Warning	3/15/2023	$250.00			
1800 S Treasure Drive	Operating/Advertising	Warning	3/16/2023				
7601 E Treasure Dr #101	BTR	Warning	3/16/2023				
7545 E Treasure Dr #8A	WWP	Citation	3/16/2023		$250.00		
1624 Kennedy Cswy	WWP	Citation	3/16/2023		$250.00		
7601 E Treasure Dr #CU3	BTR	Warning	3/16/2023				
7533 Adventure Ave	Special Magistrate	Order	3/16/2023		$2,500.00		
7601 E Treasure Dr #CU14	BTR	Warning	3/16/2023				
7601 E Treasure Dr #CU19	BTR	Warning	3/16/2023				
7509 Mutiny Ave	Noise	Citation	3/18/2023	$500.00			
7940 West Drive	Noise	Citation	3/18/2023	$250.00			
7421 Center Bay Drive	WWP	Citation	3/18/2023	$250.00			
1624 Kennedy Causeway	Noise	Citation	3/18/2023	$250.00			
1321 Bay Terrace	Bulk Trash	Warning	3/20/2023				

7509 Mutiny Ave	Noise	Warning	3/20/2023				
1480 S Treasure Drive	Noise	Warning	3/20/2023				
7545 W Treasure Drive	Noise	Citation	3/20/2023		$250.00		
7509 Mutiny Ave	Noise	Citation	3/20/2023		$500.00		
1624 Kennedy Causeway	Noise	Citation	3/20/2023		$250.00		
1750 S Treasure Drive	Bulk Trash	Warning	3/21/2023				
8020 East Drive #112	Noise	Warning	3/21/2023				
1800 S Treasure Dr #3H	Noise	Warning	3/21/2023				
7525 Buccaneer Ave	Noise	Warning	3/21/2023				
7921 East Drive	Bulk Trash	Warning	3/21/2023				
7501 E Treasure Drive	Noise	Warning	3/21/2023				
7548 Adventure Ave	Trash	Warning	3/21/2023				
7431 Coquina Drive	WWP	Citation	3/22/2023		$250.00		
7531 Beach View Drive	Noise	Citation	3/22/2023		$250.00		
7922 East Drive	Zoning Violation	Warning	3/22/2023				
1570 S Treasure Drive	WWP	Citation	3/22/2023	$250.00			
7940 West Drive	Noise	Citation	3/22/2023		$250.00		
7508 W Treasure Drive	Trash	Warning	3/23/2023				
7516 W Treasure Drive	Trash	Warning	3/23/2023				
7553 W Treasure Drive	Landscape	Warning	3/23/2023				
7501 Adventure Ave	Landscape	Citation	3/24/2023		$200.00		
7501 Adventure Ave	Landscape	Citation	3/24/2023		$250.00		
7511 Coquina Drive	Noise	Citation	3/25/2023	$250.00			
7945 East Drive #207	WWP	Citation	3/25/2023	$250.00			
1540 S Treasure Drive	Trash Cans	Warning	3/25/2023				
7801 Center Bay Drive	Noise	Warning	3/27/2023				
7511 Coquina Drive	Trash	Warning	3/27/2023				
7421 Miami View Drive	WWP	Citation	3/28/2023	$250.00			
7921 East Drive	Bulk Trash	Warning	3/29/2023				
7929 West Drive	Bulk Trash	Warning	3/29/2023				
7513 Bounty Ave	WWP	Citation	3/30/2023	$250.00			
1620 N Treasure Drive	WWP	Citation	3/31/2023	$250.00			
7910 Harbor Island Dr #1103	WWP	Citation	3/31/2023	$250.00			
7601 E Treasure Dr #1717	Noise	Citation	3/31/2023	$250.00	$250.00		
7801 Miami View Drive	Parking Standards	Warning	3/31/2023				
(38) Lien Searches							
				$4,700.00	$10,150.00		

	Code	**Statistics**	**Apr-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7510 Beach View Drive	Noise	Warning	4/1/2023				
7541 Mutiny Ave	WWP	Citation	4/1/2023	$250.00			
7537 Mutiny Ave	Noise	Citation	4/1/2023	$250.00			

1345 Kennedy Cswy	Graffiti	Warning	4/3/2023				
7910 Harbor Island Dr #1103	WWP	Citation	4/4/2023		$250.00		
7700 Center Bay Drive	Landscape	Warning	4/4/2023				
7929 West Drive	Bulk Trash	Warning	4/4/2023				
8000 West Drive	Noise	Warning	4/4/2023				
7548 Adventure Ave	Trash	Warning	4/5/2023				
1601 Kennedy Cswy	Derelict Vehicle	Warning	4/5/2023				
Harbor Island	Prohibited Sign	Removed	4/5/2023				
Treasure Island	Prohibited Sign	Removed	4/5/2023				
8000 West Drive	Noise	Citation	4/6/2023	$250.00			
7601 E Treasure Drive	Illicit Discharge	Citation	4/7/2023		$250.00		
7541 Mutiny Ave	Noise	Citation	4/7/2023		$250.00		
7553 W Treasure Drive	Landscape	Citation	4/8/2023	$200.00			
7501 E Treasure Drive	Noise	Citation	4/12/2023		$250.00		
1800 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1820 S Treasure Drive	Building Certification	Warning	4/14/2023				
1850 S Treasure Drive	Building Certification	Warning	4/14/2023				
1790 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1780 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1770 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1601-1647 N Treasure Drive	Building Certification	Warning	4/14/2023				
1819-1855 Kennedy Cswy	Building Certification	Warning	4/14/2023				
7946 West Drive	Building Certification	Warning	4/14/2023				
7511 Coquina Drive	Noise	Citation	4/14/2023		$250.00		
1820 S Treasure Drive	Special Magistrate	Order	4/14/2023		$1,800.00		
1600 Kennedy Cswy	Property Maintenance	Warning	4/17/2023				
7548 W Treasure Drive	Construction Site Maint.	Warning	4/17/2023				
7945 East Treasure Dr #207	WWP	Citation	4/19/2023		$250.00		
1620 N Treasure Drive	WWP	Citation	4/19/2023		$250.00		
7946 East Drive	Unsafe Structure	Unsafe	4/20/2023				
Treasure Island	Prohibited Sign	Removed	4/24/2023				
Treasure Island	Prohibited Sign	Removed	4/24/2023				
7921 East Drive	Bulk Trash	Warning	4/24/2023				
7946 East Drive	Unsafe Structure	Warning	4/25/2023				
1356 Bay Terrace	Landscape	Warning	4/26/2023				
7810 Coquina Drive	Bulk Trash	Warning	4/27/2023				
7501 Adventure Ave	Landscape	Warning	4/27/2023				
7510 Coquina Drive	Bulk Trash	Warning	4/27/2023				
(13) Lien Searches							
				$950.00	$3,550.00		
	Code	**Statistics**	**May-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes

7553 Bounty Ave	Construction Site Maint.	Warning	5/1/2023				
7501 Adventure Ave	Landscape	Warning	5/1/2023				
7500 E Treasure Drive	Noise	Citation	5/1/2023	$250.00			
1700 Kennedy Cswy #136	Noise	Warning	5/2/2023				
7913 West Drive	Construction Site Maint.	Warning	5/3/2023				
1801 S Treasure Dr #526	WWP	Citation	5/4/2023	$250.00			
7711 Beach view Drive	Construction Site Maint.	Warning	5/4/2023				
7509 Mutiny Ave	Noise	Citation	5/4/2023		$250.00		
7537 Mutiny Ave	Noise	Citation	5/4/2023		$250.00		
7500 E Treasure Drive	Noise	Citation	5/4/2023		$250.00		
1570 S Treasure Drive	WWP	Citation	5/8/2023		$250.00		
7510 Beach View Drive	Property Maintenance	Warning	5/8/2023				
7441 Center Bay Drive	Bulk Trash	Warning	5/8/2023				
1755 Kennedy Cswy	Trash	Warning	5/8/2023				
1570 S Treasure Drive	Noise	Citation	5/8/2023		$100.00		
1356 Bay Terrace	Fence	Warning	5/10/2023				
7731 Coquina Drive	WWP	Citation	5/11/2023	$250.00			
1880 S Treasure Drive	WWP	Citation	5/11/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	5/11/2023				
7927 East Drive	Trash	Warning	5/15/2023				
7927 East Drive	Trash	Citation	5/16/2023		$200.00		
7620 Coquina Drive	Construction Site Maint.	Warning	5/16/2023				
7401 Miami View Drive	Landscape	Warning	5/16/2023				
Treasure Island	Prohibited Sign	Removed	5/16/2023				
7700 Center Bay Drive	Landscape	Warning	5/16/2023				
7440 Miami View Drive	Bulk Trash	Warning	5/16/2023				
7525 E Treasure Dr #912	Operating/Advertising	Warning	5/16/2023				
7920 East Drive	Bulk Trash	Warning	5/16/2023				
7421 Center Bay Drive	Noise	Citation	5/17/2023		$250.00		
1480 S Treasure Drive	Bulk Trash	Warning	5/17/2023				
7904 West Drive #516	WWP	Citation	5/17/2023	$250.00			
1872 Kennedy Cswy	Graffiti	Warning	5/18/2023				
1872 Kennedy Cswy	Trash/Bulk Trash	Warning	5/18/2023				
7918 West Drive	Noise	Citation	5/19/2023		$500.00		
7621 Coquina Drive	Noise	Citation	5/20/2023	$250.00			
7904 West Drive #104	WWP	Citation	5/22/2023	$250.00			
1620 N Treasure Drive	Landscape	Warning	5/23/2023				
7513 Bounty Ave	WWP	Citation	5/25/2023		$250.00		
1801 S Treasure Dr #526	WWP	Citation	5/25/2023		$250.00		
1624 Kennedy Cswy	Bulk Trash	Warning	5/25/2023				
7401 Center Bay Drive	Blocking ROW	Warning	5/25/2023				
7904 West Drive #515	Operating/Advertising	Citation	5/25/2023	$250.00			
7904 West Drive #515	BTR	Citation	5/25/2023	$100.00			
7601 E Treasure Drive	Illicit Discharge	Citation	5/26/2023	$250.00			
7601 E Treasure Drive	Trash	Citation	5/26/2023	$200.00			
7504 W Treasure Drive	Bulk Trash	Warning	5/26/2023				

1455 N Treasure Dr #7B	Noise	Citation	5/28/2023	$250.00			
7401 Miami View Drive	Landscape	Citation	5/30/2023	$200.00			
1872 Kennedy Cswy	Landscape	Citation	5/30/2023	$200.00			
1872 Kennedy Cswy	Trash	Citation	5/30/2023	$200.00			
1820 S Treasure Drive	Special Magistrate	Order	5/30/2023		$1,600.00		
7510 Beach View Drive	Minimum Housing	Citation	5/31/2023	$250.00			
7501 E Treasure Drive	Trash	Warning	5/31/2023				
(31) Lien Searches							
				$3,650.00	$4,150.00		
	Code	**Statistics**	**Jun-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1356 Bay Terrace	Fence	Warning	6/1/2023				
7904 West Drive #515	WWP	Citation	6/1/2023		$250.00		
7904 West Drive #515	BTR	Citation	6/1/2023		$100.00		
1666 Kennedy Cswy	Noise	Warning	6/3/2023				
7545 Hispanola Ave	Noise	Citation	6/3/2023	$250.00			
8020 East Drive #214	Bulk Trash	Warning	6/3/2023				
7553 Bounty Ave	WWP	Citation	6/5/2023	$250.00			
7928 West Drive #510	Operating/Advertising	Citation	6/5/2023	$250.00			
7928 West Drive #510	BTR	Citation	6/5/2023	$100.00			
Treausre Island	Prohibited Sign	Removed	6/6/2023				
7556 Bounty Ave	Bulk Trash	Warning	6/6/2023				
8000 West Drive	Noise	Citation	6/7/2023		$250.00		
8000 West Drive	Noise	Citation	6/7/2023		$250.00		
7904 West Drive #809	WWP	Citation	6/7/2023	$250.00			
7904 West Drive #515	WWP	Citation	6/7/2023	$250.00			
7904 Wesy Drive #809	WWP	Citation	6/7/2023		$250.00		
7501 E Treasure Dr #10N	WWP	Citation	6/8/2023	$250.00			
7601 E Treasure Dr CU25	Illicit Discharge	Citation	6/8/2023		$250.00		
7601 E Treasure Drive	Trash	Citation	6/8/2023		$200.00		
7925/7927 East Drive	Landscape/Trash	Warning	6/10/2023				
7509 Mutiny Ave	Noise	Citation	6/10/2023	$250.00			
7920 East Drive	Property Maintenance	Warning	6/12/2023				
7516 W Treasure Drive	Fence Maintenance	Warning	6/12/2023				
7501 E Treasure Dr #10N	WWP	Citation	6/12/2023		$250.00		
7531 Center Bay Drive	Bulk Trash	Warning	6/13/2023				
7904 West Drive	Trash	Warning	6/13/2023				
7934 West Drive	Trash	Warning	6/13/2023				
Treasure Island	Prohibited Sign	Removed	6/13/2023				
7532 Hispanola Ave	Illicit Discharge	Warning	6/14/2023				
7920 East Drive	Illicit Discharge	Warning	6/14/2023				
1872 Kennedy Causeway	Landscape	Citation	6/16/2023		$200.00		

1872 Kennedy Causeway	Trash	Citation	6/16/2023		$200.00		
7904 West Drive #516	WWP	Citation	6/20/2023		$250.00		
7904 West Drive #903	WWP	Citation	6/22/2023	$250.00			
7553 W Treasure Drive	Landscape	Citation	6/22/2023		$200.00		
7536 Mutiny Ave	WWP	Citation	6/22/2023	$250.00			
1540 S Treasure Drive	Operating/Advertising	Warning	6/23/2023				
7553 W Treasure Drive	WWP	Citation	6/23/2023	$250.00			
1440 S Treasure Drive	Noise	Warning	6/24/2023				
7500 Beach View Drive	Bulk Trash	Warning	6/24/2023				
7509 Mutiny Ave	Noise	Citation	6/26/2023		$500.00		
7410 Beach View Drive	Stagnant Water	Warning	6/26/2023				
7509 Mutiny Ave	Noise	Citation	6/26/2023		$500.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	6/26/2023				
1356 Bay Terrace	Landscape / Fence	Warning	6/26/2023				
7421 Miami View Drive	WWP	Citation	6/28/2023		$250.00		
1508 Kennedy Causeway	WWP	Citation	6/28/2023	$250.00			
7921 East Drive	Bulk Trash	Warning	6/29/2023				
7920 East Drive	Bulk Trash	Warning	6/29/2023				
7928 West Drive #510	Operating/Advertising	Citation	6/29/2023	$250.00			
7928 West Drive #510	BTR	Citation	6/29/2023	$100.00			
(45) Lien Searches							
				$3,200.00	$3,900.00		

	Code	**Statistics**	**Jul-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7532 Hispanola Ave	Landscape	Warning	7/1/2023				
1800 Kennedy Cswy #301A	Noise	Citation	7/1/2023	$250.00			
1800 Kennedy Cswy #301A	WWP	Citation	7/1/2023	$250.00			
7520 Coquina Drive	Noise	Warning	7/1/2023				
7536 Mutiny Ave	Noise	Warning	7/1/2023				
7537 Buccaneer Ave	Prohibited Signs	Warning	7/1/2023				
7544 Buccaneer Ave	Noise	Warning	7/1/2023				
Harbor Island	Prohibited Sign	Removed	7/3/2023				
1601 Kennedy Cswy	Graffiti	Warning	7/5/2023				
1400 Kennedy Cswy	Bulk Trash	Warning	7/5/2023				
1872 Kennedy Cswy	Trash	Warning	7/5/2023				
7544 Buccaneer Ave	WWP	Citation	7/5/2023	$250.00			
7400 Coquina Drive	Trash	Warning	7/5/2023				
7940 West Drive	Fence Maintenance	Citation	7/6/2023		$200.00		
7621 Coquina Drive	Noise	Citation	7/6/2023		$250.00		
7938 West Drive	Landscape	Citation	7/6/2023		$200.00		
7940 West Drive	Landscape	Citation	7/6/2023		$400.00		
1820 S Treasure Drive	WWP	Citation	7/10/2023	$250.00			

7500 Center Bay Drive	Construction Site Maint.	Warning	7/10/2023				
1356 Bay Terrace	Bulk Trash	Warning	7/10/2023				
7801 Beach View Drive	Bulk Trash	Warning	7/10/2023				
7545 Hispanola Ave	Noise	Citation	7/10/2023		$250.00		
7517 Bounty Ave	Special Magistrate	Order	7/11/2023		$1,400.00		
7500 Bounty Ave	Vessel Violation	Warning	7/11/2023				
Treasure Island	Derelict Vehicle	Warning	7/11/2023				
1800 S Treasure Drive	Bulk Trash	Warning	7/12/2023				
1790 Kennedy Cswy #B112	WWP	Citation	7/12/2023	$250.00			
1755 Kennedy Cswy	WWP	Citation	7/12/2023	$250.00			
7937 West Drive	WWP	Citation	7/13/2023	$250.00			
7927 East Drive	Landscape	Citation	7/13/2023	$200.00			
7915 East Drive	Blocking ROW	Warning	7/13/2023				
1790 Kennedy Cswy #B112	WWP	Citation	7/13/2023		$250.00		
7510 Coquina Drive	Noise	Citation	7/15/2023	$250.00		Yes	1
7525 Adventure Ave	Noise	Citation	7/15/2023	$250.00			
7731 Coquina Drive	WWP	Citation	7/14/2023		$250.00		
7904 West Drive #602	WWP	Citation	7/17/2023	$250.00			
7401 Miami View Drive	Landscape	Warning	7/17/2023				
7525 Adventure Ave	Noise	Citation	7/17/2023		$250.00		
1508 Kennedy Cswy	WWP	Citation	7/18/2023		$250.00		
7904 West Drive #515	WWP	Citation	7/19/2023		$250.00		
7801 Miami View Drive	WWP	Citation	7/20/2023	$250.00		Yes	1
7937 West Drive	WWP	Citation	7/20/2023		$250.00		
7410 Beach View Drive	Stagnant Water	Warning	7/20/2023				
1872 Kennedy Cswy	WWP	Citation	7/20/2023	$250.00			
1657 N Treasure Drive	WWP	Citation	7/22/2023	$250.00			
Harbor Island	Prohibited Signs	Removed	7/22/2023				
1440 S Treasure Drive	Noise	Citation	7/22/2023	$250.00			
7536 Adventure Ave	Noise	Citation	7/24/2023	$250.00		Yes	1
1657 N Treasure Drive	WWP	Citation	7/24/2023		$250.00		
Harbor Island	Derelict Vehicle	Warning	7/24/2023				
7536 Adventure Ave	Noise	Citation	7/24/2023		$250.00		
7601 E Treasure Dr #1816	Noise	Citation	7/25/2023		$250.00		
7525 E Treasure Drive	Bulk Trash	Warning	7/25/2023				
1872 Kennedy Cswy	Trash	Citation	7/26/2023		$200.00		
7544 Buccaneer Ave	WWP	Citation	7/26/2023		$250.00		
1872 Kennedy Cswy	WWP	Citation	7/26/2023		$250.00		
7601 E Treasure Dr PH215	Noise	Citation	7/27/2023		$250.00		
1780 Kennedy Cswy	Special Magistrate	Citation	7/28/2023		$1,700.00		
7918 West Drive	Noise	Citation	7/28/2023	$750.00			
1800 S Treasure Drive	Bulk Trash	Warning	7/31/2023				
(84) Lien Searches							
				$4,700.00	$7,600.00		

	Code	Statistics	Aug-23	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1356 Bay Terrace	Bulk Trash	Warning	8/1/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/1/2023				
1755 79 Street Cswy	WWP	Citation	8/1/2023		$250.00		
7801 Miami View Drive	WWP	Citation	8/1/2023		$250.00		
7560 W Treasure Drive	WWP	Citation	8/2/2023	$250.00			
7560 W Treasure Drive	Trash	Warning	8/2/2023				
1357 Bay Terrace	WWP	Warning	8/2/2023				
7731 Coquina Drive	Noise	Warning	8/3/2023				
7830 Miami View Drive	Noise	Citation	8/3/2023	$250.00			
7910 West Drive	Bulk Trash	Warning	8/3/2023				
Treasure Island	Handbills	Warning	8/3/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/3/2023				
1790 S Treasure Drive	Prohibited Sign	Warning	8/3/2023				
7501 Center Bay Drive	Bulk Trash	Warning	8/3/2023				
7410 Beach View Drive	Landscaping	Warning	8/4/2023				
1470 S Treasure Drive	WWP	Citation	8/4/2023				
7525 Hispanola Ave	Noise	Warning	8/5/2023				
7420 Beach View Drive	WWP	Citation	8/5/2023	$250.00			
7904 West Drive #903	WWP	Citation	8/7/2023		$250.00		
1872 Kennedy Cswy	Construction Site Maint.	Warning	8/8/2023				
Treasure Island	Prohibited Sign	Removed	8/8/2023				
7525 E Treasure Drive	Bulk Trash	Warning	8/8/2023				
7536 Mutiny Ave	Bulk Trash	Warning	8/8/2023				
1600 Kennedy Cswy	Trash	Warning	8/9/2023				
1872 Kennedy Cswy	Fence	Warning	8/10/2023				
1480 S Treasure Drive	Blocking ROW	Warning	8/11/2023				
7918 West Drive	Noise	Citation	8/11/2023		$750.00		
7529 Hispanola Ave	Noise	Warning	8/12/2023				
7700 Beach View Drive	Noise	Warning	8/12/2023				
7532 Hispanola Ave	WWP	Citation	8/18/2023	$250.00			
7600 Beach View Drive	Landscape	Warning	8/19/2023				
Treasure Island	Derelict Vehicle	Warning	8/21/2023				
7904 West Drive #609	Minimum Housing	Warning	8/21/2023				
7631 Miami View Drive	Construction Site Maint.	Warning	8/22/2023				
1550 Kennedy Cswy	Property Maintenance	Warning	8/22/2023				
7410 Beach View Drive	Pool Violation	Warning	8/22/2023				
7420 Beach View Drive	WWP	Citation	8/22/2023		$250.00		
Treasure Island	Prohibited Sign	Removed	8/23/2023				
7513 Bounty Ave	Special Magistrate	Order	8/23/2023		$250.00		
1865 Kennedy Cswy #9i	WWP	Citation	8/24/2023	$250.00			
1601 Kennedy Cswy	Open/Unsecured	Warning	8/24/2023				

7560 W Treasure Drive	WWP	Citation	8/24/2023		$250.00		
7510 Coquina Drive	Noise	Citation	8/24/2023		$250.00		
7700 Center Bay Drive	Construction Site Maint.	Warning	8/25/2023				
7548 W Treasure Drive	Construction Site Maint.	Warning	8/26/2023				
7600 Coquina Drive	Trash Cans	Warning	8/26/2023				
7510 Coquina Drive	Trash Cans	Warning	8/26/2023				
7530 Coquina Drive	Trash Cans	Warning	8/26/2023				
7601 Coquina Drive	Trash Cans	Warning	8/26/2023				
7711 Coquina Drive	Trash Cans	Warning	8/26/2023				
7731 Coquina Drive	Trash Cans	Warning	8/26/2023				
7721 Beach View Drive	Trash Cans	Warning	8/26/2023				
7801 Miami View Drive	Trash Cans	Warning	8/26/2023				
7536 Mutiny Ave	WWP	Citation	8/28/2023		$250.00		
1881 Kennedy Cswy #401	Noise	Citation	8/28/2023		$250.00		
Treasure Island	Prohibited Sign	Removed	8/29/2023				
7537 Adventure Ave	Trash/Bulk Trash	Warning	8/29/2023				
1880 S Treasure Dr #1K	Minimum Housing	Warning	8/29/2023				
7400 Center Bay Drive	Bulk Trash	Warning	8/29/2023				
7421 Miami View Drive	Bulk Trash	Warning	8/29/2023				
Treasure Island	Prohibited Sign	Removed	8/30/2023				
1701 N Treasure Drive	Property Maintenance	Warning	8/31/2023				
(39) Lien Searches							
				$1,250.00	$3,000.00		

	Code	**Statistics**	**Sep-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7711 Coquina Drive	Trash Cans	Citation	9/1/2023	$200.00			
7530 Coquina Drive	Trash Cans	Citation	9/3/2023	$200.00			
Treasure Island	Derelict/Dead Storage	Warning	9/5/2023				
7509 Mutiny Ave	Prohibited Sign	Warning	9/5/2023				
1356 Bay Terrace	Bulk Trash	Warning	9/7/2023				
7524 W Treasure Drive	Fence Mesh	Warning	9/7/2023				
7516 W Treasure Drive	Fence Mesh	Warning	9/7/2023				
1701 S Treasure Drive	Leaf Blower	Warning	9/7/2023				
7536 Mutiny Ave	Noise	Warning	9/7/2023				
7516 Bounty Ave	Landscape	Warning	9/7/2023				
7934 West Drive #1001	Noise	Citation	9/9/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	9/11/2023				
Treasure Island	Prohibited Sign	Removed	9/11/2023				
1865 Kennedy Cswy	Trash	Citation	9/11/2023	$200.00			
8000 West Drive	Leaf Blower	Warning	9/11/2023				
8000 West Drive	Noise	Citation	9/11/2023	$250.00			
1470 S Treasure Drive	ROW Trash	Warning	9/12/2023				

7410 Beach View Drive	Pool Violation	Citation	9/12/2023				
7530 Coquina Drive	Bulk Trash	Warning	9/12/2023				
1865 Kennedy Cswy	Trash Violation	Citation	9/12/2023	$200.00			
7711 Coquina Drive	Trash Cans	Citation	9/14/2023		$200.00		
7700 Coquina Drive	Bulk Trash	Warning	9/18/2023				
1641 S Treasure Drive	Blockin ROW Hedges	Warning	9/18/2023				
7601 E Treasure Drive	Trash Violation	Citation	9/18/2023	$200.00			
7510 Beach View Drive	Landscape	Warning	9/18/2023				
7701 Miami View Drive	Noise	Warning	9/19/2023				
1805 Galleon Street	Bulk Trash	Warning	9/19/2023				
Treasure Island	Derelict/Dead Storage	Warning	9/20/2023				
1580 S Treasure Drive	Bulk Trash	Warning	9/20/2023				
7528 W Treasure Drive	Construction Site Maint.	Warning	9/20/2023				
7711 Beach View Drive	Noise	Warning	9/20/2023				
7800 Miami View Drive	Bulk Trash	Warning	9/21/2023				
1865 Kennedy Cswy	Trash Violation	Warning	9/22/2023				
1440 Kennedy Cswy #1406	BTR	Warning	9/22/2023				
7521 Beach View Drive	WWP	Warning	9/25/2023				
1624 Kennedy Cswy	Noise	Citation	9/26/2023		$250.00		
7934 West Drive	Knox Box	Warning	9/26/2023				
1830 S Treasure Drive	Knox Box	Warning	9/26/2023				
1865 Kennedy Cswy	Trash Violation	Citation	9/29/2023		$200.00		
7830 Miami View Drive	Special Magistrate	Order	9/29/2023		$325.00		
7420 Beach View Drive	Noise	Warning	9/30/2023				
(28) Lien Searches							
				$1,500.00	$975.00		
	Code	**Statistics**	**Oct-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1830 S Treasure Drive	Knox Box	Warning	10/2/2023				
7560 W Treasure Drive	Landscape	Warning	10/2/2023				
7801 Center Bay Drive	Construction Site Maint.	Warning	10/2/2023				
7420 Beach View Drive	Noise	Warning	10/2/2023				
1441 S Treasure Drive	Bulk Trash	Warning	10/3/2023				
7901 Hispanola Ave	Leaf Blower	Warning	10/3/2023				
1600 Kennedy Cswy	Shopping Carts	Warning	10/3/2023				
Treasure Island	Dead Storage	Warning	10/3/2023				
1701 Hispanola Ave	Hedges	Warning	10/3/2023				
7420 Beach View Drive	WWP	Warning	10/4/2023				
1770 Kennedy Cswy	Minimum Housing	Warning	10/9/2023				
7623 Beach View Drive	Noise	Warning	10/9/2023				
1681 Kennedy Cswy	WWP	Citation	10/9/2023	$250.00			
7601 E Treasure Drive	Trash	Citation	10/9/2023		$200.00		

7701 Beach View Drive	WWP	Citation	10/10/2023	$250.00		Yes	1
7401 Beach View Drive	Construction Site Maint.	Warning	10/10/2023				
1872 Kennedy Cswy	Noise	Warning	10/10/2023				
7621 Coquina Drive	Construction Site Maint.	Warning	10/11/2023				
1671 S Treasure Drive	Trash Cans	Warning	10/12/2023				
1471 S Treasure Drive	Landscape	Warning	10/13/2023				
7540 Hispanola Ave	Landscape	Warning	10/13/2023				
1670 S Treasure Drive	Landscape	Warning	10/13/2023				
1471 S Treasure Drive	Landscape	Warning	10/13/2023				
7540 Hispanola Ave	Landscape	Warning	10/13/2023				
1670 S Treasure Drive	Landscape	Warning	10/13/2023				
1440 S Treasure Drive	Noise	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1872 Kennedy Cswy	Landscape	Warning	10/16/2023				
7528 Mutiny Ave	Bulk Trash	Warning	10/16/2023				
7931 East Drive	Bulk Trash	Warning	10/16/2023				
7941 East Drive	Bulk Trash	Warning	10/16/2023				
1440 S Treasure Drive	WWP	Citation	10/16/2023		$250.00		
1440 S Treasure Drive	Special Magistrate	Order	10/16/2023		$3,100.00		
1681 Kennedy Cswy	WWP	Citation	10/18/2023		$250.00		
7525 Adventure Ave	Bulk Trash	Warning	10/19/2023				
7557 Mutiny Ave	Noise	Citation	10/21/2023	$250.00			
7536 Mutiny Ave	Bulk Trash	Warning	10/21/2023				
1865 Kennedy Cswy	Trash	Citation	10/23/2023	$200.00			
7557 Mutiny Ave	Noise	Citation	10/23/2023		$250.00		
7700 Center Bay Drive	Construction Site Maint.	Warning	10/24/2023				
7623 Beach View Drive	Noise	Citation	10/24/2023	$250.00			
1800/1790 Kennedy Cswy	Property Maintenance	Warning	10/24/2023				
7701 Beach View Drive	WWP	Citation	10/24/2023		$250.00		
8000 West Drive	Noise	Citation	10/25/2023		$250.00		
7525 Adventure Ave	Bulk Trash	Warning	10/26/2023				
1750 S Treasure Drive	Bulk Trash	Warning	10/26/2023				
7525 Adventure Ave	Bulk Trash	Citation	10/27/2023	$200.00			
7904 West Drive #602	WWP	Citation	10/27/2023		$250.00		
7504 W Treasure Drive	Noise	Citation	10/28/2023	$250.00		Yes	1
7504 W Treasure Drive	Noise	Citation	10/28/2023	$500.00		NO/SM	
1865 Kennedy Cswy	Trash Violation	Citation	10/30/2023		$200.00		
(16) Lien Searches							
				$2,150.00	$5,750.00		
	Code	**Statistics**	**Nov-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes

1872 Kennedy Cswy	Construction Site Maint	Warning	11/1/2023				
1700 Kennedy Cswy	Leaf Blowers	Warning	11/1/2023				
1815 Galleaon Street	Bulk Trash	Warning	11/1/2023				
1540 N Treasure Drive	Hedges	Warning	11/2/2023				
7516 W Treasure Drive	Open/Unsecure	Warning	11/4/2023				
7631 Miami View Drive	Noise	Warning	11/4/2023				
7520 W Treasure Drive	WWP	Citation	11/4/2023	$250.00			
7920 East Drive	Bulk Trash	Warning	11/7/2023				
7510 Coquina Drive	Leaf Blower	Warning	11/7/2023				
7544 Mutiny Ave	Fence	Warning	11/8/2023				
1666 Kennedy Cswy	Bulk Trash	Warning	11/8/2023				
7420 Beach View Drive	Noise	Warning	11/8/2023				
7801 Center Bay Drive	Landscape	Citation	11/9/2023	$200.00			
1670 S Treasure Drive	Landscape	Citation	11/9/2023	$200.00			
7420 Beach View Drive	Noise	Citation	11/9/2023	$250.00			
7420 Beach View Drive	Noise	Citation	11/9/2023	$500.00			
7516 W Treasure Drive	Landscape	Warning	11/9/2023				
1670 S Treasure Drive	Landscape/Trash	Citation	11/9/2023	$200.00			
1630 S Treasure Drive	Landscape	Warning	11/11/2023				
7525 Adventure Ave	Trash	Citation	11/13/2023		$200.00		
1630 S Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	11/13/2023				
1801 S Treasure Drive	Bulk Trash	Warning	11/13/2023				
1555 Kennedy Cswy	Vacant Lot Fee	Warning	11/13/2023				
23-3209-000-0020	Vacant Lot Fee	Warning	11/13/2023				
7401 Beach View Drive	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0270	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0250	Vacant Lot Fee	Warning	11/13/2023				
7922 East Drive	Vacant Lot Fee	Warning	11/13/2023				
7938 West Drive	Vacant Lot Fee	Warning	11/13/2023				
7940 West Drive	Vacant Lot Fee	Warning	11/13/2023				
23-3209-001-0013	Vacant Lot Fee	Warning	11/13/2023				
23-3209-008-1200	Vacant Lot Fee	Warning	11/13/2023				
23-3209-008-1210	Vacant Lot Fee	Warning	11/13/2023				
1356 Bay Terrace	Vacant Lot Fee	Warning	11/13/2023				
7731 Miami View Drive	Vacant Lot Fee	Warning	11/13/2023				
7508 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7516 W Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
1670 S Treasure Drive	Vacant Lot Fee	Warning	11/13/2023				
7820 Miami View Drive	WWP	Citation	11/14/2023	$250.00			
7801 Center Bay Drive	Landscape	Citation	11/14/2023	$200.00			
8010 East Drive #209	WWP	Citation	11/14/2023		$200.00		
8020 East Drive #218	WWP	Citation	11/14/2023		$700.00		
1801 S Treasure Dr #526	Special Magistrate	Order	11/14/2023		$425.00		
7945 East Drive #207	Special Magistrate	Order	11/14/2023		$1,000.00		

1600 Kennedy Cswy	Trash	Warning	11/15/2023				
7505 Adventure Ave	WWP	Citation	11/16/2023	$250.00			
7918 West Drive	Prohibited Sign	Warning	11/16/2023				
1666 Kennedy Cswy	Trash	Warning	11/16/2023				
7511 Center Bay Drive	Blocking ROW	Warning	11/16/2023				
7441 Coquina Drive	Fence Mesh	Warning	11/16/2023				
7548 W Treasure Drive	Fence	Warning	11/16/2023				
7524 W Treasure Drive	Fence	Warning	11/16/2023				
7516 W Treasure Drive	Fence Mesh	Warning	11/16/2023				
7524 W Treasure Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7920 East Drive	Landscape	Warning	11/17/2023				
7925 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7923 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
7922 East Drive	Vacant Lot Fee	Citation	11/17/2023		$250.00		
1725 Kennedy Cswy	Vacant Lot Fee	Citation	11/20/2023		$250.00		
23-3209-008-1200	Vacant Lot Fee	Citation	11/20/2023		$250.00		
7600 Beach View Drive	Landscape	Warning	11/21/2023				
7701 Beach View Drive	Construction Site Maint	Warning	11/21/2023				
7711 Beach View Drive	Construction Site Maint	Warning	11/21/2023				
7820 Miami View Drive	WWP	Citation	11/21/2023		$250.00		
1356 Bay Terrace	Vacant Lot Fee	Warning	11/21/2023		$250.00		
7516 W Treasure Drive	Vacant Lot Fee	Warning	11/21/2023		$250.00		
7420 Beach View Drive	Noise	Citation	11/22/2023		$500.00		
7420 Beach View Drive	Noise	Citation	11/22/2023		$250.00		
7801 Center Bay Drive	Landscape	Citation	11/27/2023		$200.00		
7401 Beach View Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7938 West Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7940 West Drive	Vacant Lot Fee	Warning	11/28/2023		$250.00		
7701 Beach View Drive	Construction Site Maint.	Citation	11/27/2023	$250.00		yes	2
1872 Kennedy Cswy	Fence Mesh	Warning	11/28/2023				
1601 Kennedy Cswy	Open/Unsecure	Warning	11/28/2023				
7901 Hispanola Ave	Sign Maintenance	Warning	11/29/2023				
8000 West Drive	Bulk Trash	Warning	11/30/2023				
(20) Lien Searches							
				$2,550.00	$6,475.00		

	Code	**Statistics**	**Dec-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7537 Adventure Ave	Bulk Trash	Warning	12/1/2023				
7910 West Drive	WWP	Citation	12/2/2023	$250.00			
7600 Miami View Drive	Noise	Warning	12/2/2023				
7508 W Treasure Drive	Fence	Warning	12/4/2023				
1665 Kennedy Cswy	Commercial Vehicle	Warning	12/4/2023				

7508 W Treasure Drive	Vacant Lot Fee	Warning	12/5/2023		$250.00		
7601 Coquina Drive	Bulk Trash	Warning	12/6/2023				
7915 East Drive	Operating/Advertising	Warning	12/6/2023				
1800 Kennedy Cswy #111	WWP	Citation	12/6/2023	$250.00			
7904 West Drive #515	Operating/Advertising	Citation	12/7/2023	$500.00			
7904 West Drive #515	BTR	Citation	12/7/2023	$100.00			
1670 S Treasure Drive	Vacant Lot Fee	Warning	12/7/2023		$250.00		
23-3209-008-1210	Vacant Lot Fee	Warning	12/7/2023		$250.00		
7537 Buccaneer Ave	Bulk Trash	Warning	12/11/2023				
23-3209-001-0013	Vacant Lot Fee	Warning	12/11/2023		$250.00		
8000 East Drive	Bulk Trash	Warning	12/12/2023				
7520 W Treasure Drive	WWP	Citation	12/12/2023		$250.00		
1800 Kennedy Cswy #A111	WWP	Citation	12/12/2023		$250.00		
7801 Center Bay Drive	Open Unsecure	Warning	12/14/2023				
7801 Center Bay Drive	Pool Violation	Warning	12/14/2023				
1353 Bay Terrace	Operating/Advertising	Warning	12/18/2023				
7505 Adventure Ave	Operating/Advertising	Warning	12/18/2023				
1555 Kennedy Cswy	Vacant Lot Fee	Warning	12/18/2023		$250.00		
23-3209-000-0020	Vacant Lot Fee	Warning	12/18/2023		$250.00		
7800 Beach View Drive	Bulk Trash	Warning	12/19/2023				
7700 Center Bay Drive	Construction Site Maint.	Warning	12/19/2023				
7516 W Treasure Drive	Construction Site Maint.	Warning	12/19/2023				
1500 S Treasure Drive	Bulk Trash	Warning	12/19/2023				
7530 Coquina Drive	WWP	Citation	12/21/2023	$250.00			
7911 East Drive	Minimum Housing	Warning	12/21/2023				
7601 E Treasure Drive	WWP	Citation	12/26/2023	$250.00			
1460 S Treasure Drive	WWP	Citation	12/26/2023	$250.00			
7910 West Drive	WWP	Citation	12/27/2023		$250.00		
7904 West Drive	Trash Violation	Warning	12/28/2023				
7601 E Treasure Drive	Minimum Housing	Warning	12/28/2023				
1601-47 N Treasure Drive	Trash Violation	Warning	12/29/2023				
(36) Lien Searches							
				$1,850.00	$2,250.00		

	Code	**Statistics**	**Jan-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7711 Beach View Drive	Blocking ROW	Warning	1/2/2024				
1801 S Treasure Drive #314	Noise	Warning	1/2/2024				
1872 Kennedy Cswy	WWP	Warning	1/2/2024				
1500 Kennedy Cswy	Landscape	Warning	1/2/2024				
7904 West Drive #515	BTR	Citation	1/3/2024		$100.00		
7904 West Drive #515	Operating/Advertising	Citation	1/3/2024		$500.00		
7501 E Treasure Drive #3EF	Special Magistrate	Order	1/4/2024		$1,200.00		

7700 Miami View Drive	Trash Violation	Warning	1/4/2024				
7528 Bounty Ave	Bulk Trash	Warning	1/5/2024				
7520 W Treasure Drive	Noise	Warning	1/5/2024				
7532 Bounty Ave	Blocking ROW	Warning	1/5/2024				
7520 W Treasure Drive	Bulk Trash	Warning	1/5/2024				
7520 W Treasure Drive	WWP	Citation	1/5/2024	$250.00			
1880 S Treasure Drive #2F	WWP	Citation	1/8/2024	$250.00			
1625 Kennedy Cswy	Knox Box	Warning	1/8/2024				
7801 Center Bay Drive	Construction Site Maint.	Warning	1/8/2024				
7801 Hispanola Ave	Bulk Trash	Warning	1/8/2024				
1460 S Treasure Drive	WWP	Citation	1/8/2024		$250.00		
7920 East Drive	Bulk Trash	Warning	1/9/2024				
7918 West Drive	Graffiti	Warning	1/8/2024				
7541 W Treasure Drive	Bulk Trash	Warning	1/9/2024				
7508 W Treasure Drive	Construction Site Maint.	Warning	1/9/2024				
7929/7931 East Drive	Bulk Trash	Warning	1/10/2024				
1580 Kennedy Cswy	Prohibited Signs	Warning	1/10/2024				
7548 Bounty Ave	Boat Regulations	Warning	1/11/2024				
1671 S Treasure Drive	WWP	Citation	1/11/2024	$250.00		Yes	1
7520 W Treasure Drive	Noise	Warning	1/12/2024				
7510 Coquina Drive	Boat Regulations	Warning	1/16/2024				
1508 Kennedy Cswy	Noise	Warning	1/16/2024				
7920 East Drive	Bulk Trash	Citation	1/16/2024	$200.00			
1801 S Treasure Drive	Bulk Trash	Warning	1/16/2024				
7929/7931 East Drive	Bulk Trash	Warning	1/16/2024				
7711 Beach View Drive	Illicit Discharge	Citation	1/17/2024	$250.00			
7621 Coquina Drive	Construction Site Maint.	Warning	1/17/2024				
7440 Miami View Drive	Bulk Trash	Warning	1/18/2024				
7521 Coquina Drive	WWP	Citation	1/18/2024	$250.00			
7520 W Treasure Drive	WWP	Citation	1/18/2024		$250.00		
7521 Coquina Drive	WWP	Citation	1/18/2024		$250.00		
1400 S Treasure Drive	Bulk Trash	Warning	1/18/2024				
7524 Bounty Ave	Illicit Discharge	Warning	1/19/2024				
1880 S Treasure Drive #2F	WWP	Citation	1/19/2024		$250.00		
7501 Adventure Ave	Bulk Trash	Warning	1/20/2024				
7530 Coquina Drive	Noise	Citation	1/20/2024				
1872 Kennedy Cswy	Graffiti	Warning	1/22/2024				
7801 Center Bay Drive	Expired Permits	Warning	1/23/2024				
7920 East Drive	Bulk Trash	Warning	1/23/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	1/24/2024				
7501 E Treasure Drive	Building Maintenance	Warning	1/24/2024				
7530 Coquina Drive	Noise	Citation	1/24/2024		$250.00		
7521 Center Bay Drive	Prohibited Signs	Warning	1/25/2024				
7400 Beach View Drive	Special Magistrate	Order	1/26/2024		$250.00		
7400 Beach View Drive	Special Magistrate	Order	1/26/2024		$75.00		
1880 S Treasure Drive	Noise	Citation	1/27/2024	$250.00			

7601 E Treasure Drive	WWP	Citation	1/29/2024		$250.00		
7904 West Drive #903	Special Magistrate	Order	1/29/2024		$500.00		
7920 East Drive	Bulk Trash	Citation	1/30/2024	$200.00			
1850 S Treasure Drive	Bulk Trash	Warning	1/30/2024				
7549 Bounty Ave	Special Magistrate	Order	1/30/2024		$1,700.00		
1872 Kennedy Causeway	Construction Site Maint.	Warning	1/30/2024				
7917 West Drive	Bulk Trash	Citation	1/31/2024	$200.00			
7511 Coquina Drive	Bulk Trash	Warning	1/31/2024				
7553 W Treasure Drive	WWP	Citation	1/31/2024		$250.00		
7557 Mutiny Ave	Special Magistrate	Order	1/31/2024		$5,000.00		
7549 Bounty Ave	Special Magistrate	Order	1/31/2024		$1,700.00		
(15) Lien Searches							
				$2,100.00	$12,775.00		
	Code	**Statistics**	**Feb-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7520 Miami View Drive	Bulk Trash	Warning	2/1/2024				
7915 East Drive	Bulk Trash	Warning	2/1/2024				
1601 Kennedy Cwwy	Open/Unsecure	Warning	2/2/2024				
7918 West Drive	Construction Site Maint.	Warning	2/4/2024				
7917 West Drive	Bulk Trash	Citation	2/5/2024		$200.00		
1550 Kennedy Cswy	Building Maintenance	Warning	2/5/2024				
1400 S Treasure Drive	WWP	Warning	2/5/2024				
1801 Galleon Street	Bulk Trash	Warning	2/5/2024				
7700 Center Bay Drive	WWP	Citation	2/6/2024	$250.00			
7700 Center Bay Drive	Expired Permits	Warning	2/6/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	2/6/2024				
Treasure Island	Prohibited Sign	Removed	2/6/2024				
7711 Beach View Drive	Construction Site Maint.	Citation	2/7/2024	$500.00			
7800 Beach View Drive	Bulk Trash	Warning	2/7/2024				
7910 West Drive	Bulk Trash	Warning	2/7/2024				
7700 Center Bay Drive	Fence Maintenance	Warning	2/7/2024				
7601 E Treasure Dr #PH106	Noise	Citation	2/8/2024		$250.00		
7532 Bounty Ave	Blocking ROW	Warning	2/8/2024				
1872 Kennedy Cswy	Trash	Warning	2/8/2024				
7917 West Drive	Bulk Trash	Warning	2/13/2024				
7504 W Treasure Drive	Special Magistrate	Order	2/14/2024		$325.00		
7505 Adventure Ave	WWP	Citation	2/14/2024		$250.00		
1670 S Treasure Drive	Trash	Citation	2/15/2024		$200.00		
1872 Kennedy Cswy	Blocking ROW	Warning	2/15/2024				
1353 Bay Terrace	Expired Permits	Warning	2/20/2024				
7920 East Drive	Bulk Trash	Warning	2/20/2024				
23-3209-008-0590	Vacant Lot Fee	Warning	2/20/2024		$250.00		

Treasure Island	Prohibited Sign	Removed	2/20/2024				
1625 Kennedy Cswy	WWP	Warning	2/21/2024				
7700 Coquina Drive	Bulk Trash	Warning	2/21/2024				
7934 West Drive #1201	WWP	Citation	2/22/2024		$250.00		
1440 S Treasure Drive	WWP	Citation	2/22/2024	$250.00			
1880 S Treasure Drive	Noise	Citation	2/23/2024		$250.00		
7924 W Treasure Drive	Fence Mesh	Warning	2/26/2024				
1671 S Treasure Drive	WWP	Citation	2/26/2024		$250.00		
1440 S Treasure Drive	WWP	Citation	2/27/2024		$250.00		
7401 Center Bay Drive	WWP	Warning	2/27/2024				
7545 Cutlass Ave	Bulk Trash	Warning	2/27/2024				
7533 Bounty Ave	WWP	Warning	2/28/2024				
7521 Hispanola Ave	WWP	Warning	2/28/2024				
7529 Hispanola Ave	WWP	Warning	2/28/2024				
7540 Bounty Ave	WWP	Warning	2/28/2024				
7611 Coquina Drive	WWP	Warning	2/28/2024				
7557 Mutiny Ave	WWP	Warning	2/28/2024				
7521 Center Bay Drive	WWP	Warning	2/28/2024				
7421 Coquina Drive	WWP	Warning	2/28/2024				
1600 Kennedy Cswy	Shopping Cart	Warning	2/28/2024				
7530 Coquina Drive	Construction Site Maint.	Warning	2/28/2024				
7548 Adventure Ave	Trash Cans	Warning	2/28/2024				
7730 Miami View Drive	WWP	Warning	2/28/2024				
7920 East Drive	Stagnant Water	Warning	2/29/2024				
8000 West Drive #319	Noise	Citation	2/29/2024		$250.00		
7505 Hispanola Ave	Blocking ROW	Warning	2/29/2024				
1872 Kennedy Cswy	Open/Unsecure	Warning	2/29/2024				
1701 Kennedy Cswy	Sign Maintenance	Warning	2/29/2024				
(21) Lien Searches							
				$1,000.00	$2,725.00		

	Code	**Statistics**	**Mar-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7508 W Treasure Drive	Open/Unsecure	Warning	3/1/2024				
7900 Harbor Island Drive	Leaf Blowers	Warning	3/1/2024				
7516 W Treasure Drive	Fence Mesh	Warning	3/4/2024				
1872 Kennedy Cswy	Construction Site Maint.	Warning	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				

Treasure Island	Prohibited Sign	Removed	3/4/2024				
Treasure Island	Prohibited Sign	Removed	3/4/2024				
7920 East Drive	Bulk Trash	Warning	3/5/2024				
7920 East Drive	Landscape	Warning	3/5/2024				
7631 Miami View Drive	Fence Mesh	Warning	3/6/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	3/6/2024				
1630 S Treasure Drive	Vacant Lot Fee	Warning	3/6/2024		$250.00		
7921 East Drive	Bulk Trash	Warning	3/7/2024				
7510 Beach View Drive	Minimum Housing	Citation	3/8/2024		$250.00		
1353 Bay Terrace	Operating/Advertising	Warning	3/11/2024				
7505 Adventure Ave	Operating/Advertising	Citation	3/11/2024	$250.00			
7924 East Drive	Bulk Trash	Warning	3/12/2024				
7700 Coquina Drive	Bulk Trash	Warning	3/12/2024				
23-3209-001-0250	Landscape	Warning	3/12/2024				
8000 West Drive	Food Truck	Removed	3/12/2024				
7508 Mutiny Ave	Bulk Trash	Warning	3/13/2024				
1865 Kennedy Cswy #9I	WWP	Citation	3/14/2024		$250.00		
7549 Bounty Ave	Bulk Trash	Warning	3/14/2024				
7440 Miami View Drive	Bulk Trash	Warning	3/14/2024				
23-3209-008-0590	Landscape	Warning	3/14/2024				
7701 Center Bay Drive	Tree Removal/Trash	Warning	3/14/2023				
7600 Coquina Drive	Painting	Warning	3/14/2024				
7920 East Drive	Bulk Trash	Citation	3/15/2024		$200.00		
7920 East Drive	Bulk Trash	Citation	3/15/2024		$200.00		
1625 Kennedy Cswy	Noise	Citation	3/16/2024	$250.00			
7600 Coquina Drive	Noise	Warning	3/16/2024				
7631 Miami View Drive	Prohibited Sign	Warning	3/18/2024				
1600 Kennedy Cswy	Bulk Trash	Warning	3/18/2024				
7500 Beach View Drive	Handbills	Warning	3/18/2024				
1872 Kennedy Cswy	Noise	Citation	3/18/2024	$250.00			
7929/7931 East Drive	Bulk Trash	Warning	3/19/2024				
7601 Beach View Drive	Trash Cans	Warning	3/19/2024				
1666 Kennedy Cswy #203	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #510	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #509	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #207	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #400	BTR	Warning	3/19/2024				
1666 Kennedy Cswy #412	BTR	Warning	3/19/2024				
7701 Beach View Drive	Trash Cans	Warning	3/20/2024				
7920 East Drive	Pool Violation	Warning	3/20/2024				
1601 Kennedy Cswy	Open/Unsecure	Warning	3/20/2024				
7548 W Treasure Drive	Trash	Warning	3/20/2024				
7711 Beach View Drive	Trash Cans	Warning	3/20/2024				
1700 Kennedy Cswy #CU1	BTR	Warning	3/21/2024				
7904 West Drive #2	BTR	Warning	3/21/2024				
7904 West Drive #CU6	BTR	Warning	3/21/2024				

7910 West Drive #100	BTR	Warning	3/21/2024				
1600 Kennedy Cswy	BTR	Warning	3/21/2024				
1440 Kennedy Cswy #100	BTR	Warning	3/21/2024				
7525 E Treasure Drive	BTR	Warning	3/21/2024				
7552 Hispanola Ave	BTR	Warning	3/22/2024				
7905 East Drive #7A	BTR	Warning	3/22/2024				
1880 S Treasure Drive #1P	BTR	Warning	3/22/2024				
7501 E Treasure Drive #103	BTR	Warning	3/22/2024				
7924 East Drive #PH501	BTR	Warning	3/22/2024				
8000 West Drive #430	BTR	Warning	3/22/2024				
1801 Galleon Street	BTR	Warning	3/22/2024				
1819-1855 Kennedy Cswy	Special Magistrate	Order	3/22/2024		$1,500.00		
7510 Coquina Drive	Property Maintenance	Warning	3/28/2024				
7504 Adventure Ave	Bulk Trash	Warning	3/28/2024				
7517 Bounty Ave	Bulk Trash	Warning	3/28/2024				
1601 Kennedy Cswy	Bulk Trash	Warning	3/29/2024				
1790 Kennedy Cswy	Bulk Trash	Citation	3/29/2024	$250.00			
7540 Buccaneer Ave	Noise	Warning	3/30/2024				
7544 Buccaneer Ave	WWP	Citation	3/30/2024	$250.00			
(36) Lien Searches							
				$1,250.00	$2,650.00		

	Code	**Statistics**	**Apr-24**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7520 W Treasure Drive	WWP	Citation	4/1/2024	$250.00			
7516 W Treasure Drive	Landscape	Warning	4/1/2024				
Harbor Island	Prohibited Sign	Removed	4/1/2024				
7401 Miami View Drive	Landscape	Warning	4/1/2024				
7904 West Drive #515	Special Magistrate	Order	4/2/2024		$1,500.00		
1670 S Treasure Drive	Fence Mesh	Warning	4/2/2024				
Treasure Island	Prohibited Sign	Removed	4/2/2024				
7910 West Drive	Bulk Trash	Warning	4/2/2024				
7941/7939 West Drive	Knox Box	Warning	4/2/2024				
7601 E Treasure Dr #CU14	Noise	Warning	4/2/2024				
7601 E Treasure Dr #1209	Noise	Citation	4/1/2024	$250.00			
7600 Beach View Drive	Special Magistrate	Order	4/2/2024		$4,700.00		
7601 E Treasure Dr #CU14	WWP	Citation	4/3/2024	$250.00			
7701 Coquina Drive	Landscape/Trash	Warning	4/3/2024				
7917 West Drive	Trash	Warning	4/3/2024				
7530 Coquina Drive	Noise	Citation	4/3/2024		$250.00		
1601 Kennedy Cswy	Trash	Warning	4/3/2024				
7504 Bounty Ave	BTR/Operating License	Warning	4/4/2024				
7544 W Treasure Drive	BTR/Operating License	Warning	4/4/2024				

7904 West Drive #817	BTR/Operating License	Warning	4/4/2024				
7711 Beach View Drive	Illicit Discharge	Citation	4/4/2024		$250.00		
7711 Beach View Drive	Illicit Discharge	Citation	4/4/2024		$500.00		
7904 West Drive #1015	BTR/Operating License	Warning	4/4/2024				
1625 Kennedy Cswy	Noise	Citation	4/4/2024		$250.00		
7904 West Drive #904	BTR/Operating License	Warning	4/4/2024				
7910 Harbor Island Dr #709	Noise	Citation	4/4/2024		$100.00		
7904 West Drive #712	BTR/Operating License	Warning	4/4/2024				
7521 Cutlass Ave	BTR/Operating License	Warning	4/4/2024				
7544 Mutiny Ave	BTR/Operating License	Warning	4/4/2024				
1800 S Treasure Drive	BTR	Warning	4/4/2024				
7904 West Drive #415	BTR/Operating License	Warning	4/4/2024				
7505 Mutiny Ave	BTR/Operating License	Warning	4/4/2024				
7910 West Drive	BTR	Warning	4/4/2024				
7904 West Drive #707	BTR/Operating License	Warning	4/4/2024				
7548 Adventure Ave	BTR/Operating License	Warning	4/4/2024				
7904 West Drive #805	BTR/Operating License	Warning	4/4/2024				
7529 Mutiny Ave	Operating/Advertising	Warning	4/4/2024				
Treasure Island	Prohibited Sign	Removed	4/4/2024				
7528 Cutlass Ave	Noise	Warning	4/6/2024				
7500 W Treasure Drive	Noise	Warning	4/6/2024				
7529 Mutiny Ave	Prohibited Signs	Removed	4/6/2024				
1701 N Treasure Drive	Landscape/ROW	Warning	4/6/2024				
7920 East Drive	Illicit Discharge	Citation	4/9/2024	$250.00			
7918 West Drive	Fence Mesh	Warning	4/9/2024				
7910 West Drive	Trash Violation	Warning	4/10/2024				
7528 Buccaneer Ave	Operating/Advertising	Warning	4/12/2024				
1701 N Treasure Dr #7	Landscape/ROW	Warning	4/12/2024				
7500 Beach View Drive	Noise	Citation	4/13/2024	$250.00			
1750 S Treasure Drive	Noise	Citation	4/13/2024	$250.00			
7512 Cutlass Ave	Noise	Citation	4/13/2024	$250.00			
1470 N Treasure Drive	WWP	Citation	4/13/2024	$250.00			
7524 Buccaneer Ave	Noise	Warning	4/13/2024				
7918 West Drive	Construction Site Maint.	Warning	4/13/2024				
7920 East Drive	Pool Violation	Warning	4/15/2024				
7512 Cutlass Ave	Noise	Citation	4/15/2024		$250.00		
7531 Coquina Drive	Operating/Advertising	Warning	4/16/2024				
7510 Coquina Drive	Trash	Warning	4/16/2024				
7801 Center Bay Drive	Noise	Citation	4/19/2024	$250.00			
7700 Miami View Drive	Trash/Recycle Cans	Warning	4/19/2024				
7711 Beach View Drive	Construction Site Maint.	Warning	4/18/2024				
1470 N Treasure Drive	WWP	Citation	4/23/2024		$250.00		
1540 N Treasure Drive	Noise	Warning	4/24/2024				
7508 W Treasure Drive	Prohibited Sign	Warning	4/24/2024				
7516 Bounty Ave	WWP	Citation	4/24/2024	$250.00			

7529 Bounty Ave	WWP	Citation	4/24/2024	$250.00			
1570 S Treasure Drive	Trash/Recycle Cans	Warning	4/24/2024				
7400 Coquina Drive	Bulk Trash	Warning	4/25/2024				
8000 West Drive	Noise	Warning	4/25/2024				
7520 W Treasure Drive	WWP	Citation	4/25/2024	$250.00			
1365 Bay Terrace	Operating/Advertising	Warning	4/26/2024				
7934 West Drive #1001	Noise	Citation	4/26/2024		$250.00		
7520 Center Bay Drive	Noise	Citation	4/27/2024	$250.00			
7909 East Drive #203	WWP	Citation	4/27/2024	$250.00			
7800 Miami View Drive	Trash/Recycle Cans	Warning	4/29/2024				
1357 Bay Terrace	WWP	Citation	4/29/2024	$250.00			
1353 Bay Terrace	WWP	Citation	4/29/2024	$250.00			
7545 W Treasure Drive	Noise	Citation	4/29/2024		$250.00		
7811 Beach View Drive	Trash/Recycle Cans	Warning	4/29/2024				
8000 West Drive	Bulk Trash	Warning	4/29/2024				
7920 East Drive	Bulk Trash	Warning	4/29/2024				
7920 East Drive	Illicit Discharge	Citation	4/30/2024		$250.00		
7516 W Treasure Drive	Landscape	Warning	4/30/2024				
(25) Lien Searches							
				$4,000.00	$8,800.00		

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

ITEM NO. 9.D

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: SSES Rehabilitation Update Presentation

RECOMMENDATION

BACKGROUND AND ANALYSIS
Presentation attached.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
NBV-I-I Reduction Project - Presentation .pdf



NORTH BAY VILLAGE I/I REDUCTION PROJECT

Commission Meeting

May 14th, 2024

ARDURRA + 360



AGENDA

1. Introduction & Project Background
2. Project Timeline
3. Project Updates
4. Project Benefits
5. Next Steps
7. Questions

ARDURRA + 3CG

NBV SANITARY SYSTEM OVERVIEW



- 4 Pump Stations / Basins
- ~6 miles of Gravity Mains
- ~143 Manholes
- 100% of population served by Sewer System
- Discharge into Miami-Dade Water and Sewer System for treatment & disposal
- Volume Sewer Customer

NORTH BAY VILLAGE
EST. 1945

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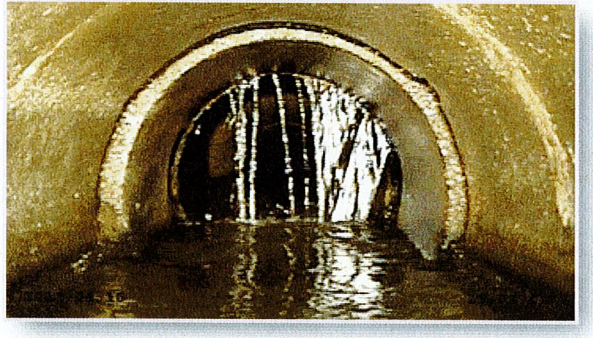
WHAT IS INFILTRATION & INFLOW (I/I) & WHY DOES IT MATTER?

- Inflow and infiltration (I/I) are terms for the ways that stormwater runoff, tidal water, and groundwater (clear water) make their way into sanitary sewer pipes
- Excessive I/I in the sewer systems create multiple problems
  - *Expensive Treatment of Clear Water*
  - *Reduced System Capacity*
  - *Water Quality: If capacity of the sewer system is exceeded, wastewater can result in overflows and spills*



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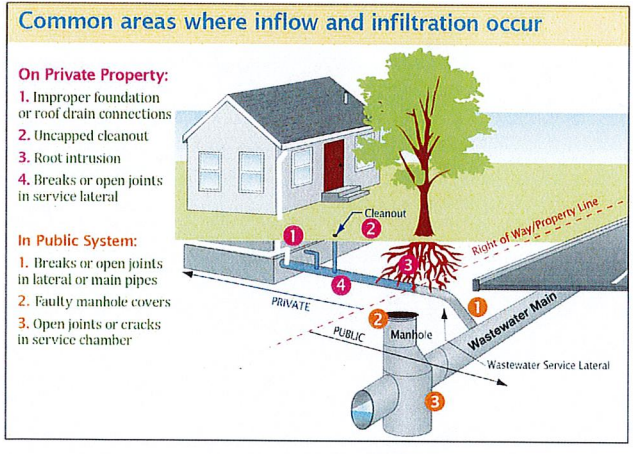
REDUCING EXCESSIVE I/I

- NBV has prioritized increasing the efficiency and capacity of its sanitary sewer collection system by reducing I/I



- **HOW CAN THE COMMUNITY HELP WITH I/I REDUCTION EFFORTS?**
  1. *Avoid planting trees and shrubs over building sewers (sewer laterals). The roots can damage the structure of the sewer pipe and cause leaks*
  2. *Make sure that the caps are on your cleanouts. Lawn mowers often break the plastic caps. Replacement lids are available at local hardware stores*
  3. *Proactively replace any known broken, leaky or problem sections of sewer pipe that are located on private property*

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PROJECT BACKGROUND

The EPA and the FDEP have an active and ongoing Consent Decree with Miami-Dade County (MDC) which in turn impacts all municipalities within MDC including **North Bay Village**. The Consent Decree has established regulations and restrictions to ensure MDC complies with the Clean Water Act.

The Village has been actively making improvements to its wastewater system to comply with Miami Dade County Code Regulatory Requirements Chapter 24, Section 24-42.2(3)(a). However, a portion of the Village has a Temporary Moratorium in effect which restricts new sewer allocations. In other words, no new additions of sewer flows are allowed within these areas until the I/I in the wastewater system is decreased.

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PROJECT BACKGROUND

High Water Table
3-8 ft below surface

Significant Rain Events
Long Wet Season: 6/1-11/30

Tidal Influence and King Tides
Surrounded by Biscayne Bay's Waters

Storm Surge Vulnerability
Completely located within the FEMA100-yr floodplain (Zone AE)

Aging Infrastructure
VCP Gravity Mains (51%)

- As a coastal community, the Village's high-water table causes the sewer collection system to be more susceptible to groundwater infiltration, even during the dry season
- Established in 1945, the Village's collection system is composed of 51% Vitrified Clay Pipe (VCP), this material is brittle and more likely to sustain structural damage with age
- Low ground elevations, particularly in Basin South Treasure, and an aging stormwater system cause stormwater to enter the sewer collection system through sewer manhole covers and cap-less clean outs during rain and flooding events

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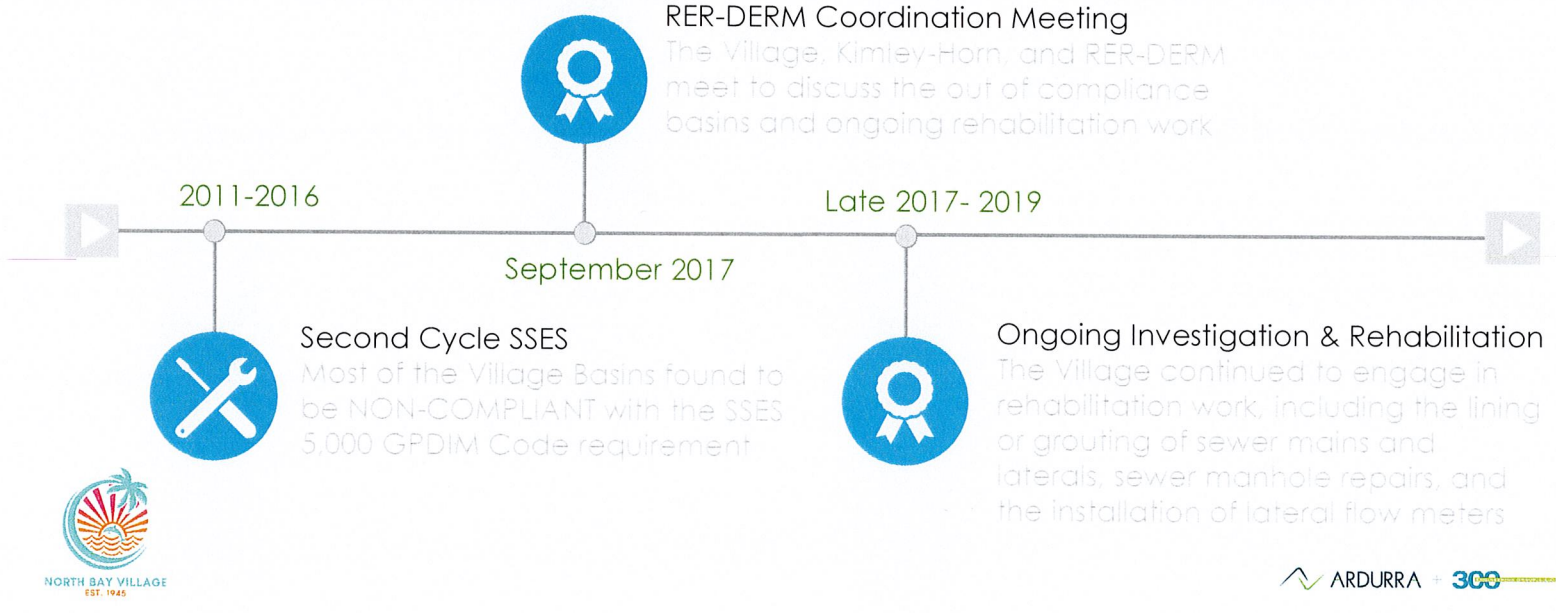
PROJECT TIMELINE



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PROJECT TIMELINE



NORTH BAY VILLAGE
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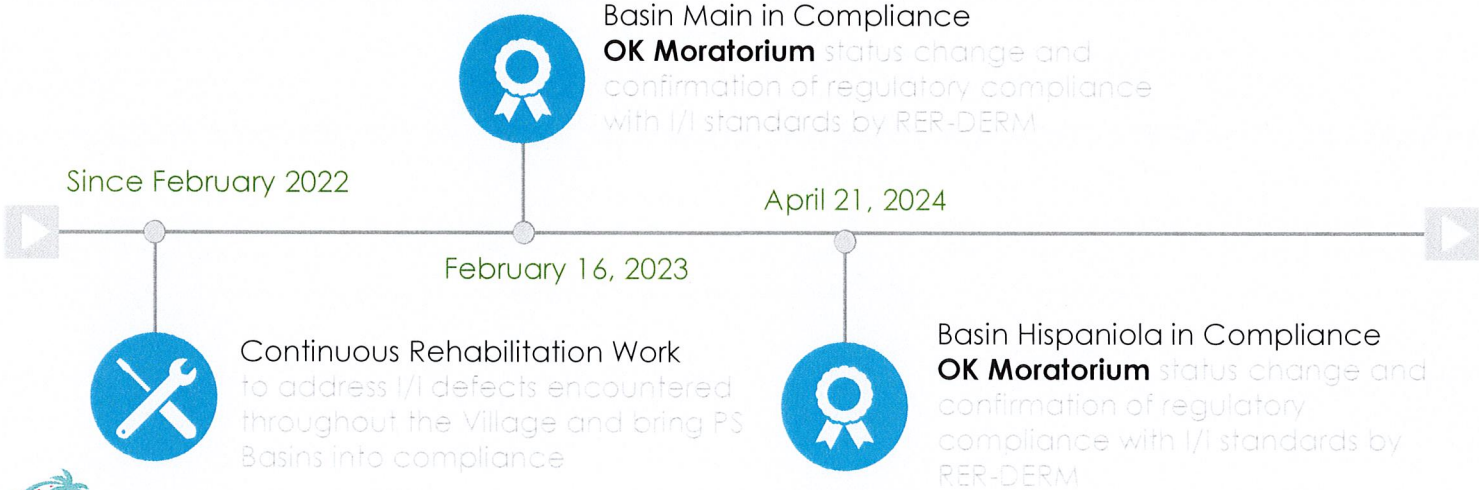
PROJECT TIMELINE



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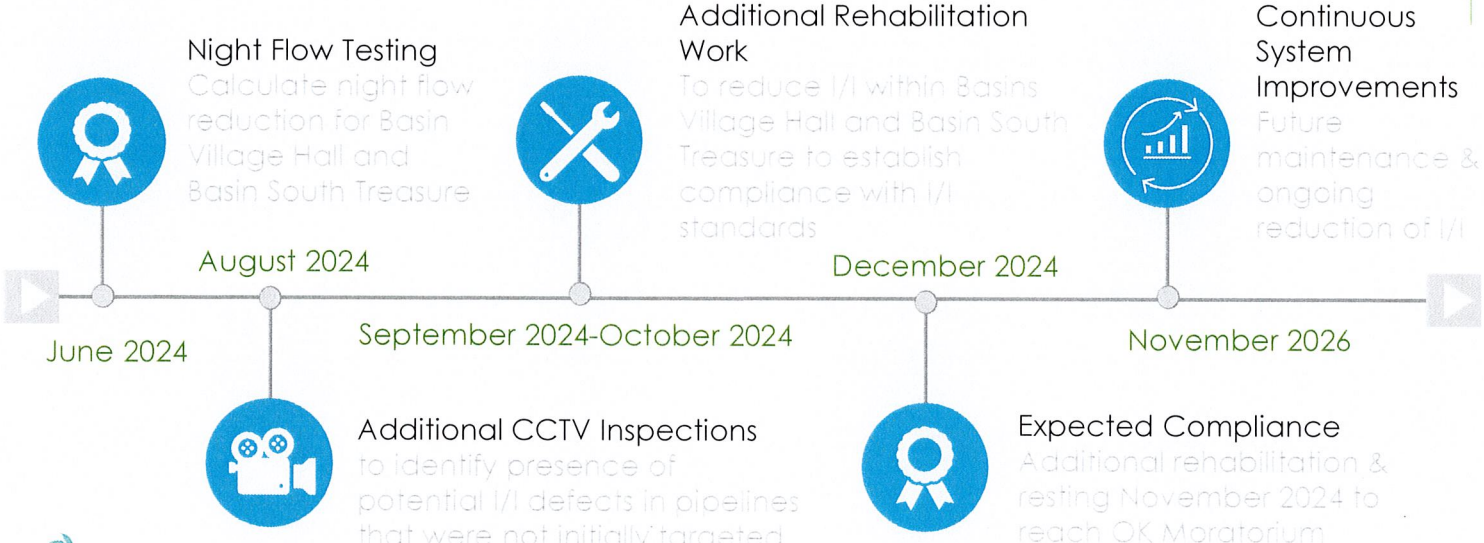
PROJECT TIMELINE



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PROJECT DASHBOARD



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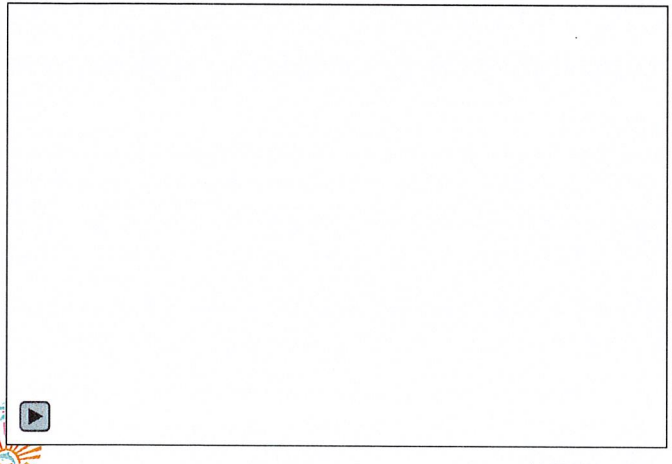
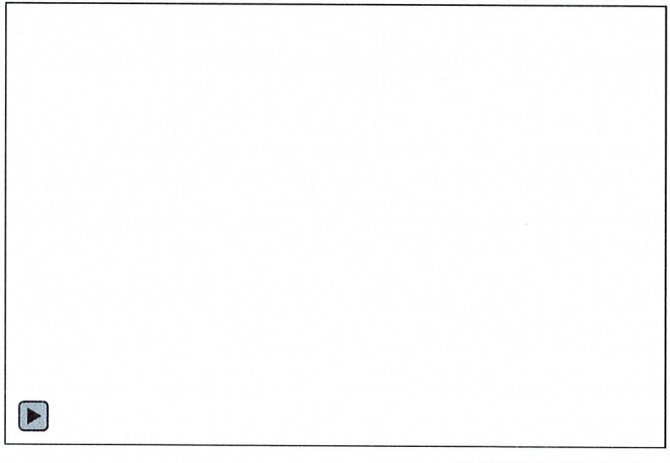
PROJECT UPDATES

CCTV Inspections on Gravity Mains and Laterals

Performed CCTV Inspections on suspect/targeted gravity main segments and laterals to confirm evidence of I/I and characteristics of any potential defects



PS MAIN BASIN



PS VILLAGE HALL BASIN

NORTH BAY VILLAGE
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PROJECT UPDATES

I/I Rehabilitation Work

Rehabilitation/repair methods of defective gravity main segments and manholes include:

- **Gravity Main, Sewer Lateral, and Manhole Lining**
  - Forms a "second skin" using textile liner tube and liquid resin or epoxy to prevent leaks
- **Clean Out Restoration**
  - Prevents inflow of stormwater into collection system and provides access point for maintenance
- **Point Repairs**
  - Structural repair for missing or damaged sections of pipe
- **Grout**
  - Repair leaks in pipe joints, manhole structural defects, and annual spaces

PSA: Much of the remaining flow is estimated to stem from private-side defects; coordination between the Village and its residents will be critical to maximize flow reduction!

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PROJECT UPDATES

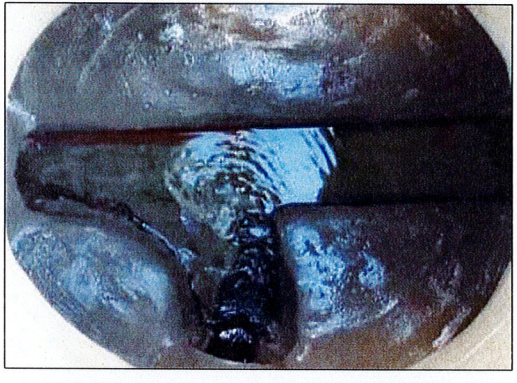
Manhole Rehabilitation

Key Repair Example:
MH-67, Basin Main

- **Visual MH Inspection**
  - Significant source of I/I
  - Cracks next to outlet (active leak)
  - Defective bench & channel
- **Corrective Action**
  - Seal leaks with hydro-grout
  - Restore bench & channel
  - Spray liner coating



PRE-REHABILITATION



Spray Liner, Grout, Cement Work

POST-REHABILITATION

NORTH BAY VILLAGE
EST. 1945

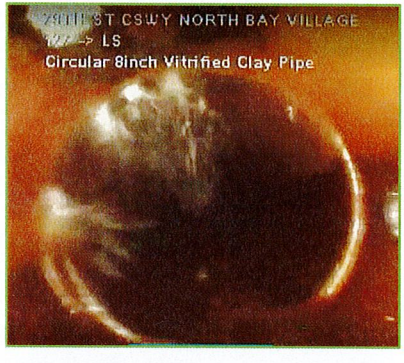
ARDURRA + 360

PROJECT UPDATES

Gravity Main Rehabilitation

Key Repair Example:
127-WW, Basin Village Hall

- **Visual MH Inspection**
  - Significant source of I/I
  - Major leaks within pipe joints underneath JFK Causeway
- **Corrective Action**
  - Seal leaks with grout
  - Clean pipe and remove grease
  - CIPP Lining



PRE-REHABILITATION



AFTER GROUT AND LINING

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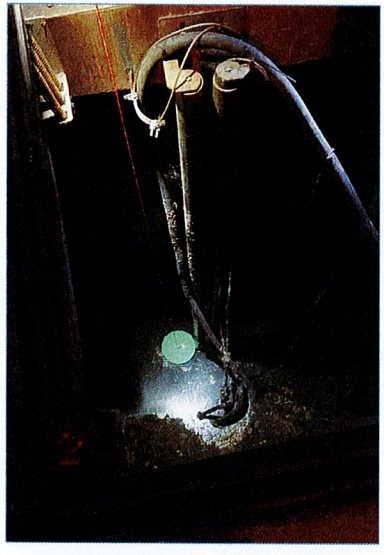
PROJECT UPDATES

NIGHTFLOW & GPDIM Values

Basin	IDM	2021 Testing		2023- Re-Testing		Status
		Adjusted Night Flow (GPM)	GPDIM	Adjusted Night Flow (GPM)	GPDIM	
Village Hall	26.64	476	25,711	202	10,935	ABOVE 5,000 Temp Moratorium
South Treasure	10.62	165	22,342	101	13,756	ABOVE 5,000 Temp Moratorium
Hispaniola	17.33	20	1,650	20	1,650	Below 5,000 OK / In Compliance
Main	16.90	93	7,952	34	2,897	Below 5,000 OK / In Compliance

(*) Note: Allowable I/I per Basin is 5,000 GPDIM



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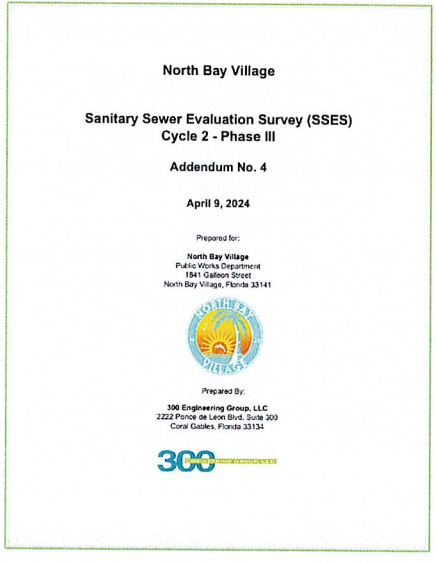
PROJECT UPDATES

SSES Reporting & Coordination with RER-DERM

- Prepared and submitted Addendum 2 on March 15, 2022, presenting the findings of the initial SSES inspections and establishing an initial Corrective Action Plan (CAP)
- Prepared and submitted Addendum 3 Revision on February 13, 2023, presenting the re-tested night flows measurements and rehabilitation work completed for Basin Main
- Prepared and submitted Addendum 4 on April 9, 2024, presenting the rehabilitation work completed for Basin Hispaniola and Basin Village Hall, Sub-basin 3



North Bay Village

Sanitary Sewer Evaluation Survey (SSES)
Cycle 2 - Phase III

Addendum No. 4

April 9, 2024

Prepared for:

North Bay Village
Public Works Department
1841 Galleon Street
North Bay Village, Florida 33141

Prepared By:

300 Engineering Group, LLC
2222 Ponce de Leon Blvd. Suite 300
Coral Gables, Florida 33134

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ARDURRA + 300

PROJECT BENEFITS

I/I Rehabilitation Plan Regulatory Compliance

PS MAIN (0001) & **PS HISPANIOLA** (0003) under **COMPLIANCE** with Chapter 24 and EPA Regulations

Search Criteria Detailed Result	
Sanitary Sewer Utility	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number	0003
Proposed Projected Flow (GPD)	0 GPD
Project will require, or is part of, a Sewer Extension	No

Pump Station Downstream	Pump Station Owner	Pump Station Number	Moratorium Code	Projected NAPOT	Proposed Hrs (Δt)	Proposed Projected Hrs
Receiving PS	23	0003	OK	6.51	0.00	6.51
↓	23	0001	OK	3.49	0.00	3.49
↓↓	30	0002	OK	6.28	0.00	6.28
↓↓↓	30	CD	--	--	--	--

Treatment Plant Codes

CD	Central District Treatment Plant
ND	North District Treatment Plant
SD	South District Treatment Plant
TP	Homestead Treatment Plant
AV	Americana Village

Pump Station Acronyms

GDP	Gallons Per Day
HAMA	High Annual Monthly Average
NAPOT	Nominal Avg. Pump Operating Time
MART	Monthly Average Run Time

Moratorium Codes

AC	Approved And Corrected
AH	Approved And Corrected - HAMA Limited
AM	Absolute Moratorium - NAPOT Above 10. Plan Submitted
CH	Conditional Moratorium - HAMA Limited
CM	Conditional Moratorium
CN	Conditional Moratorium - New Collection System
DE	Decommissioned - Removed
FH	No Allocations - Last Mart > 10 Hrs. HAMA Limited
FN	No Allocations - Last Mart > 10 Hrs.
IM	Initial Moratorium
IN	Incomplete - Information Missing
OH	OK - HAMA Limited
OK	OK
RM	Restricted Moratorium
TH	No Allocations - Due To High Hours With HAMA
TM	Temporary Moratorium

For Additional Moratorium Code Details Select this Link

Sewer Capacity Certifications (Allocations) may be issued without Conditions

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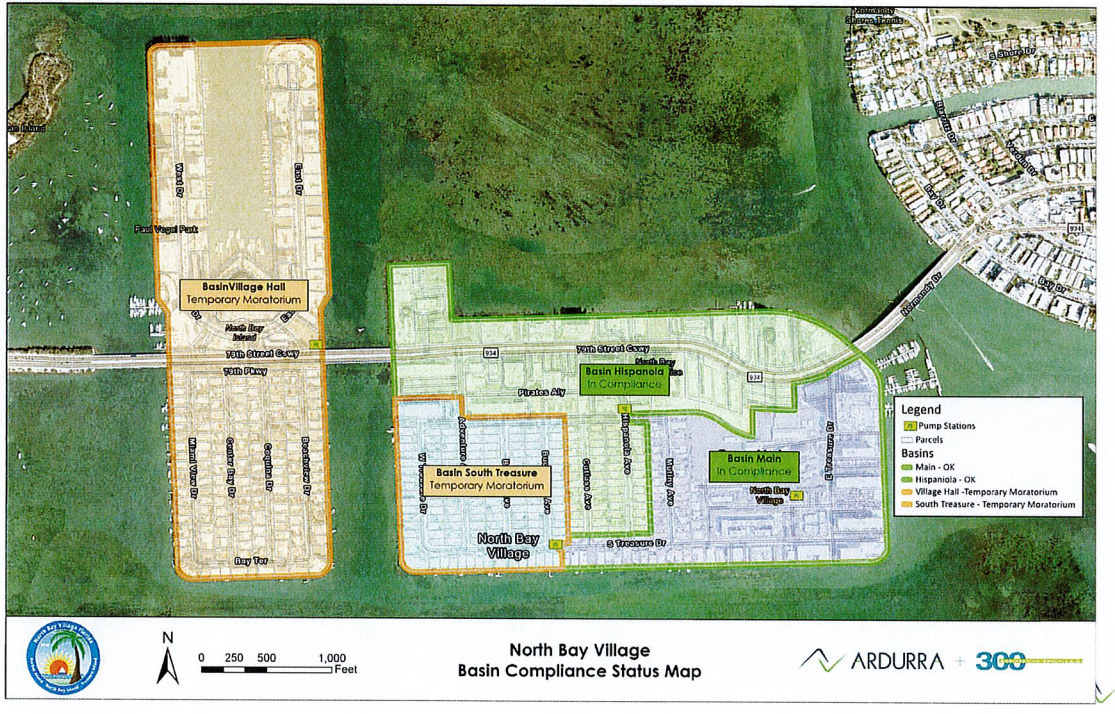
PROJECT BENEFITS



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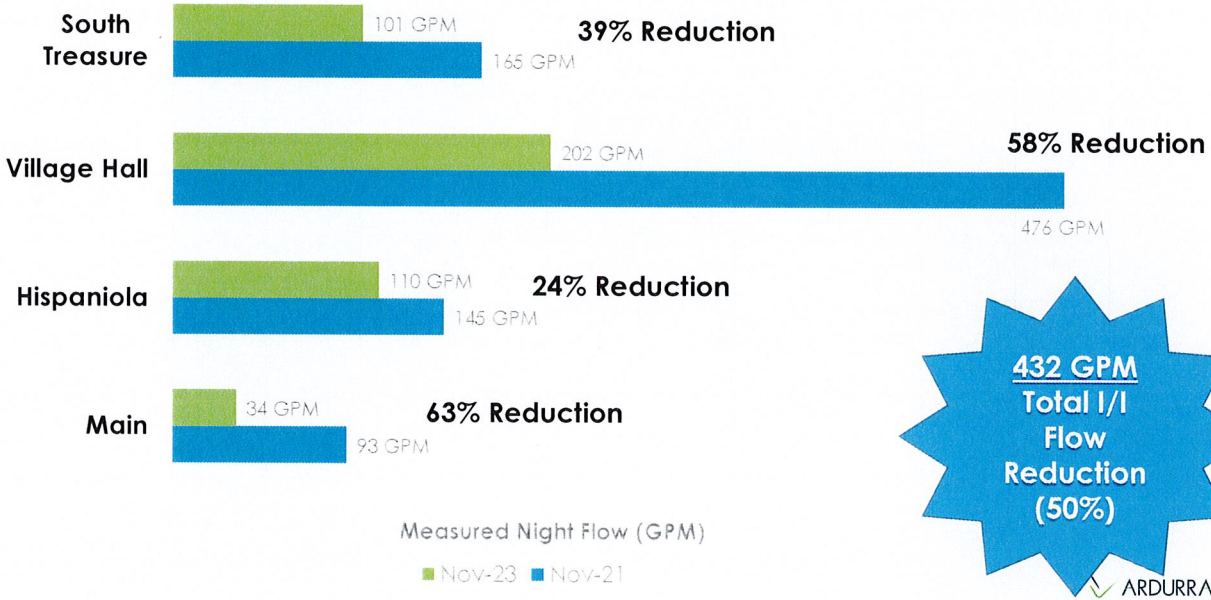
ARDURRA + 3C3

PROJECT BENEFITS

I/I Rehabilitation Plan **Flow Reduction Results**



432 GPM Total I/I Flow Reduction (50%)

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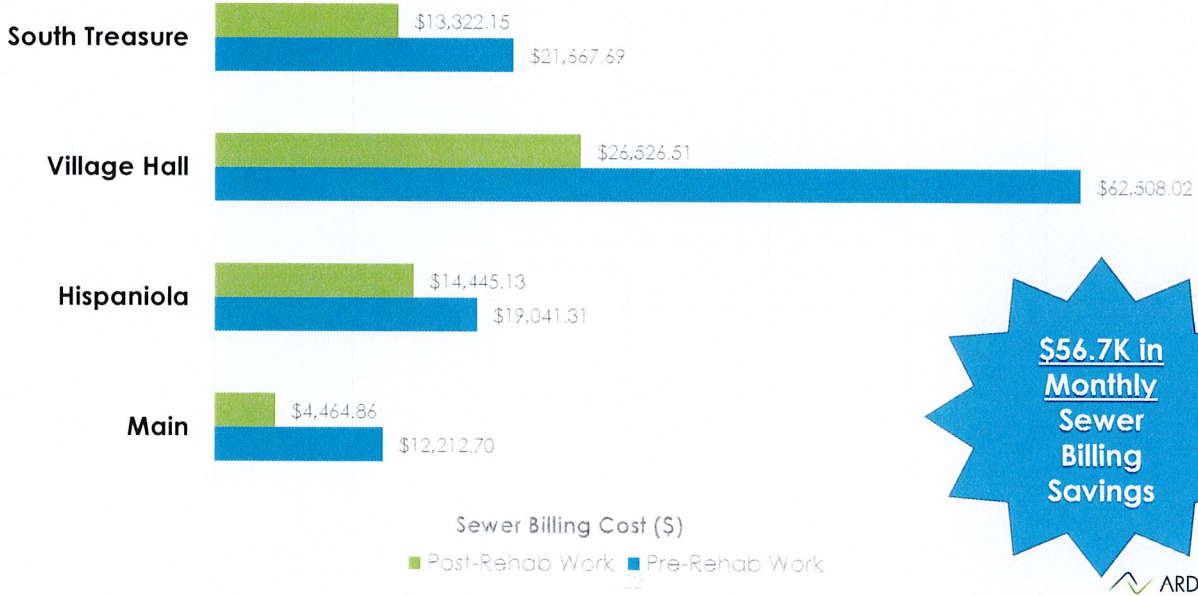
PROJECT BENEFITS

I/I Rehabilitation Plan Projected **Cost Savings**



$56.7K in Monthly Sewer Billing Savings

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ARDURRA + 3CG

PROJECT BENEFITS

I/I Rehabilitation Plan Estimated Return on Investment

Phase 1 (Basin Main)

- Pre-Rehabilitation I/I Flow: 93 GPM
- Post-Rehabilitation I/I Flow: 34 GPM
- Cost Savings: $92,974.08 per year
- Cost of I/I Rehab: $254,068.89
- **ROI → Less than 3 years**



Phase 2 (Basins Hispaniola, Village Hall, South Treasure)

- Pre-Rehabilitation I/I Flow: 786 GPM
- Post-Rehabilitation I/I Flow: 413 GPM
- Cost Savings: $587,078.76 per year
- Cost of I/I Rehab: $1,098,197.59
- **ROI → Less than 2 years**

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NEXT STEPS

I/I Compliance & Rehabilitation

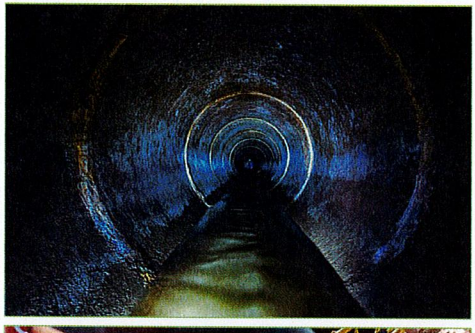
Basins Village Hall and South Treasure

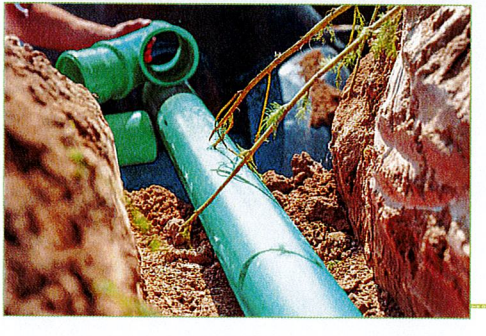
Additional CCTV Inspection:

- Gravity Main Segments
- Service Laterals (Public)

In order to confirm the presence and characteristics of any potential I/I defects in pipelines that were not initially targeted/classified as suspect

Coordination with Village Residents for **Rehabilitation/Repair of Private Defects** encountered through the Smoke Test & CCTV





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QUESTIONS/COMMENTS

- **I/I Reduction is a complex and continuous process, not a quick fix**
- Consider impacts of groundwater, rain and tidal I/I
- Continuous assessments of new defects
- Ongoing rehabilitation & management of repairs
- Re-testing
- Post-Repair Monitoring

ARDURRA + 300 ENGINEERING GROUP, L.L.C.



ITEM NO. 9.E

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: TIES-Galleon Project Timeline (April 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Please see the accompanying report.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
TBD

ATTACHMENTS
TIES-Galleon Project Timelines 20240504.pdf

TIES & GALLEON PROJECT TIMELINES

(as of 4/2/2024)

	Approval of MDCPS/NBV & NBV/AFA Agreements	TIES Design/Permitting/ Construction	NBV PW Dept Relocation		Galleon Design/Permitting/ Construction
			Miami Shores Track	Non-Miami Shores Track	
Nov. 2023 or Prior	MSCPS/NBV revised JUA approved (NBV); AFA requesting changes to JUA (AFA).				
Dec. 2023		NBV approves Site Plan at PZB 12/6 & Commission 12/12.			NBV secures demolition quotes.
Jan. 2024	NBV asks MDCPS for AFA-requested changes to JUA.		M. Shores approved PW relocation concept, asks NBV for independent analysis of value.		
Feb. 2024	NBV/AFA agreements approved on 2/13; MDCPS sent revised JUA to NBV/AFA.		NBV submitted rent offer on M. Shores site; MS Manager discussing with each council member.	NBV Manager and PW Operations Division Director visited other potential PW sites.	Given revised JUA sent by MDCPS to NBV/AFA, NBV asks AFA architect Gustavo Bolado to submit Galleon plans to NBV/DERM/Fire; Kimley Horn (KH) contract executed, and additional groundwater & soil sampling; KH revising demolition scope and assisting NBV to secure revised price quotes.
March 2024		Given revised JUA sent by MDCPS to NBV/AFA, NBV asks AFA architect to submit TIES plans to MDCPS	M. Shores has decided to hold open process soliciting many potential bidders; NBV can submit, but process timeline is unclear		NBV completes asbestos survey; NBV hires demolition contractor, who then files NBV permit; KH acknowledges additional soil analysis must be done
April 2024				NBV commission approved lease for alternate site	Contractor filed DERM demolition notification; AFA met with NBV Commission to discuss new Galleon design; new site plan submitted.

May 2024	AFA agreements to be signed by AFA & NBV once plans approved by MDCPS and once NBV Commission approves new Galleon site plan and development agreement on 5/14. (Project clock starts ticking once agreements signed.)	AFA (Bolado) to submit TIES designs to MDCPS by 5/8 (rather than 5/1); approval of plans by MDCPS (per AFA) by 5/31.		NBV met with County Planning and Zoning staff to secure Certificate of Use (CU) for 1353 NW 79 St; once CU approved, PW relocation begins immediately.	NBV Commission approves new Galleon site plan and development agreement on 5/14. NBV completes asbestos removal process, PW relocation process, and existing PW building demolished.
June 2024		Start of construction (per AFA).			Per KH, soil and site assessment reports completed and submitted to DERM by 6/1. AFA submits Galleon plans to NBV/DERM/WASD by 6/15.
August 2024					Per KH, DERM soil management plan approved. Per AFA, Galleon plans approved by NBV.
Sept/Oct. 2024		Completion of construction (per AFA).			Per AFA, Galleon St plans approved by DERM and WASD. Construction starts.
Nov. 2024					NBV completes Waste Water Pump Station Project.
June-Nov. 2025					Completion of Galleon St Project construction (per AFA); once project complete, cleanup contractor to install monitoring wells, which will be assessed quarterly for one year.

ITEM NO. 9.F

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: Capital Improvement Report (March 2024)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Per the attached

PERSONNEL IMPACT
NONE

ATTACHMENTS
Capital Improvement Projects Construction Summary April 2024.pdf

Key Capital Improvement Projects Construction Summary (April 2024)					
(Organized by Expected Construction Completion Dates, unless Otherwise Indicated)					
Proj. #	**Proj. Name and Proj. Manager**	**Scope**	**Estimated Start Date**	**Estimated End Date**	**Notes**
1	Harbor Island Bench/Mural Project (Leo)	Add 1 bench to east of 360 and 1 to west; have muralist paint benches and concrete slabs beneath them	5/15/24	5/31/24	Sponsored by Comm. Daro and Cuk. This is public art project #9.
2	Street Signs (Carlos)	Replace all NBV street signs (i.e. County-designed signs) with custom NBV ones	5/17/24	5/31/24	
3	TI ADA - Ph IIB (Delroy)	Install audible beacons at 4 intersections on Causeway.	10/9/23	6/30/24	Permit application submitted to Miami-Dade Dept of Tranportation and Public Works for approval.
4	Sanitary Sewer Evaluation Rehabilitation Project and DERM Moratorium Response Phase II** (Marlon)	Complete assorted moratorium-related improvements	Spring '22	6/30/24	300 Engineering to: repair and re-do of smoke test of Hispanola Basin; repair continues on S Treasure, Village Hall basins lateral lines and manholes; SSES report submitted to DERM; S. Treasure & Village basins scheduled flow test in June 2024; 300 to prepare amendment to SSES report to address DERM's comments Major Milestones: Moratorium lifted on main basin on Galleon Street (pump #1); Completion of Phase III report; Night flow test of Village Hall and S. Treasuer basins completed by June 30, 2024; Night Flow test results submitted to DERM by June 30,
5	Villagewide Groundcover Plantings (Carlos)	Plant groundcover throughout HI bulbouts, TI bulbouts, and Hispanola and Adventure Ave medians	5/1/24	7/30/24	
6	New or Repaired Crosswalks & Sidewalks on All Islands (Delroy)	Phase I: Add 6 crosswalks on HI; complete sidewalk connectivity on HI. Phase II: add 20 crosswalks on TI; repair and replace cracked, broken sidewalks, curb & gutters on TI; add 1 path at entrance of NBI (connecting Coquina & Center Bay)	Phase I: Summer '24; Phase II: TBD	Phase I: Summer 2024; Phase II: between 8/31/25 and 8/31/27, or sooner if FDOT expedites construction funding, based on successful completion of design/ permitting; if FDOT funding not expedited, then NBV can pursue paying for sidewalks	EAC Consulting has: Topo Survey completed and design begun on HI. Survey started on TI; 60% design completed for HI; survey to be completed on TI and design to begin. Supplemental for crosswalk and intersection to be approved by April's commision; supplemental WO approved for crosswalk, landscaping, utility and intersection adjustments. Major Milestones: funding received from FDOT Sept 23; design commenced Jan 2024; 100% Design to be completed and submitted for FDOT/NBV review by 8/29/2024.
7	WW Pump Station Improvements (Carlos)	Remove and replace pump station at Galleon Street. Remove and replace pump station at Hispanola Ave and make direct connection to force main. Upgrade electrical panels at S. Treasure Dr and Village Hall pump stations	7/31/23	9/1/24	Contractor DMSI work continues.
8	TI Parking Study (Delroy)	Identify feasible parking management strategies that are satisfactory to residents and businesses on TI	11/29/23	9/30/24	2nd parking study town hall to be held 3rd week of May. Commission adoption of study scheduled for 6/11/24 meeting. Implementation by fall 2024.
9	TIES Park (Carlos/RR)	Public Private Partnership Project (PPP). Add 5 multipurpose fields, pathway, landscaping to TIES perimeter	6/30/24 per AFA	10/30/24 per AFA	Project details on TIES-Galleon spreadsheet

10	Complete Streets - Short Term Improvements (Bus Shelters & TI Decorative Crosswalks) (Delroy)	Ultimately install 5 bus shelters on Kennedy Causeway and pedestrian crosswalks on TI	Spring '24	Fall '24	BCC Engineering has submitted 90% design to Village for review. Comments provided. Upcoming: selection of bus shelter fabricator by 5/31/24. Submission of completed design for FDOT's approval. Design portion of project: 1. BCC Engineering submitted 90% design plans to FDOT for review the last week of April 2024 which included the preliminary designs for the bus shelters. 2. FDOT review is about 21 days. 3. Final design is expected by end of June 2024 with FDOT approval. 4. Upon final design approval by FDOT, BCC will submit the 100% to the Building Department for plan review and approval at the Village level. Construction portion of project: 1. CIGP construction agreement with FDOT is pending execution, a resolution is being presented at the May Commission meeting that FDOT needs in order to proceed with the execution grant agreement between FDOT and the County (both need to sign and approve). 2. FDOT has advised that the earliest we can commence construction is August 2024. 3. Procurement for a contractor will commence in July 2024 (we have to align with the 100% design completion) and the Village will issue the ITB as soon as design is complete and all approvals have been received. 4. Contractor selection before Commission would occur by no later than November 2024. 5. Construction would commence around that time and is expected to last 12 months so approximately December 2025. However, we understand that there can be comment introductions from regulatory agencies during the course of construction which can delay the project, hence, the more reasonable completion date is June 2026.
11	Vogel Park Marine Facilities (Delroy)	Install kayak launch and marine patrol dock	4/15/24	9/30/24	
12	Civic Park Recreational Improvements (Delroy)	Add walking/nature trail, splash pad, kayak launch, living shoreline	TBD depending on funding availability	TBD (12 months after construction start)	EAC Consulting. 90% plans submitted for review by NBV Bld Dept. DERM, SFWMD, USACE, FDEP permits upcoming, all expected by 9/30/24. Funding gap to be discussed at 5/14/24 commission meeting.
13	Galleon St Community Center (Carlos/RR)	Private Public Partnership Project: Construct community center and outdoor rec. amenities at Public Works site	10/30/24 per AFA	11/30/25 per AFA	Project details are contained on TIES-Galleon spreadsheet
14	Village Hall (Carlos/RR)	Village Hall/Fire Rescue Complex	6/23/25	12/31/26	Wannemacher Jensen Architects, Inc. 60% design development docs submitted to NBV build dept. Requirements for art space/structure inclusion are under discussion with County Dept of Cultural Affairs; commission to determine nature of public art project at 6/11/24 meeting.
15	Island Walk N Plaza (Delroy)	Construct North Plaza scenic area plus NBV east entry sign	4/30/24	TBD	Contractor is Florida Eng & Development Corp. Contractor awaits drainage permit. FDOT provided new comments on design requiring plan revision, prompting additional project delays. 1. Kimley-Horn submitted responses to recently received comments from FDOT on 5/3/2024. 2. FDOT will review and possibly accept the responses by 5/17/2024. 3. Upon FDOT acceptance the project can start and contractor is ready to go. 4. Construction is estimated to last through the end of the year. Please keep in mind that FDOT reviewed the plans summer of 2023 and provided responses back then. They did not notify Kimley-Horn or the Village of additional concerns until new comments were received the last week of March 2024 despite us already have contracted the contractor. The Village received the DERM permit for this project in April of 2024. We just need FDOT's final approval to proceed. We have engaged State Rep. Basabe and Ron Book and Rana Brown to assist with securing project approvals.
16	NBI Stormwater System Improvements (Delroy)	Replace NBI stormwater pump station with new, better one	TBD	TBD	BCC Engineering. Upcoming: 100% plans submitted to DERM for Drainage well permit approval and acquisition of easement for electrical panel.
17	TI Resurfacing Project (Carlos)	Mill and resurface and minor reconstruction of local road surface on Treasure Island.	TBD	TBD	Dates to be added once design firms contracted, at May and June commission meetings.
Completed					
Proj. #	**Proj. Name**	**Scope**	**Start Date**	**End Date**	**Notes**
1	Tree Planting at TIES (Phase I)	Planted 48 shade trees at TIES	8/2/23	8/30/23	

2	Hispanola Ave Roadway Improvements	Segregated left green arrow and pedestrian walk signal, so that drivers are not encouraged to approach and endanger pedestrians; other minor (e.g. restriping and repaving) improvements	5/1/23	9/30/23	This is an FDOT (not NBV) project, but NBV advocated for the pedestrian improvements and more recently asked for the full intersection to be paved. They complied.
3	Kennedy Causeway Median Beautification	Added 10 royal palms and groundcover on causeway medians	6/15/23	9/30/23	
4	TI Bulbouts and N. Treasure Drive Medians	Install green island ficus in bulbouts; install plantings reflecting Curtis & Rogers design in N. Treasure Dr. medians	10/4/23	11/1/23	
5	TI ADA Improvements (Phase IIA)	Install new concrete sidewalk, repair and replace cracked, uneven sidewalk, curb and gutter.	10/9/23	12/30/23	FDOT funded project.
6	Public Art: Island Walk South Plaza Mural	Paint mural or add installation to IWSP Wall next to GVP	12/1/23	2/1/24	This is NBV public art project #6.
7	Public Art: Vogel Park Photo Frame Sculpture	Have artist/sculptor create social media metal background to be installed at SW corner of Vogel	1/15/24	2/13/24	This is NBV public art project #7.
8	Public Art: Paint FPL Infrastructure Vault	Add mural to FPL vault in front of Civic Park. Sponsored by Comm. Cuk.	3/1/24	4/15/24	This is NBV public art project #8.
9	Inlet Filters (Phase I)	Installation of 48 upward flow customized stormwater drainage filters on existing inlets on NBI & TI	10/1/23	4/30/24	
10	Tree Planting at TIES (Phase II)	Planted 20 additional trees along TIES perimeter	4/15/24	4/30/24	

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Village Clerk Report for April of 2024

RECOMMENDATION

BACKGROUND AND ANALYSIS

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

The primary responsibilities of the department include but are not limited to Records Management, Administrative Procession of agreements, resolutions, and ordinances, Residents Board Administration/ support, and the coordination of the General and Special Elections.

2024 GENERAL ELECTION

As of May 7, 2024, the individuals listed below have formally submitted initial documents for intent to run for the upcoming November 5, 2024 General Election:

Office of Mayor
* Vice Mayor Richard Chervony
* Commissioner Rachel Streitfeld

Office of Treasure Island Commissioner
* Resident Doris Acosta

AGENDAS / POSTINGS

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

Village Commission	Planning & Zoning Board	Resident Advisory Boards	Specials Magistrate, Town Hall, etc.
1	1	5	1

PUBLIC NOTICES

The Village Clerk's Office issued a total eight (8) Public Meeting Notices in April of 2024. These notices include various types of meetings, including Town Hall, Village Commission Meetings, Workshops, Resident Advisory Boards, Special Magistrate Hearings, Sunshine Meetings, and Request for Proposals.

EXECUTION OF DOCUMENTS

Resolutions	Agreements
8	11

PREPARATION OF MEETING MINUTES

* Commission Meeting
March 12, 2024 , Regular Commission Meeting
April 2, 2024, Special Commission Meeting

* Planning & Zoning Board
* April 17, 2024, Planning & Zoning Board Meeting

RECORDS MANAGEMENT

*Cap Government

The second batch of records to be taken off-site for the scanning of the Building Department property files were transferred for April 15, 2024.

*Laserfiche Cloud

The North Bay Village Public Portal was launch on May 1, 2024. This initiative reflects our continuous dedication to promoting transparency and accessibility within our organization. The Public Portal will provide staff and residents with access to Village records, including meeting Minutes, Agendas, Ordinances, Resolutions, and more.

ADVISORY BOARDS - ATTENDANCE REPORT

Enclosed find the attendance report for the residents advisory boards for your review. Be advised that one Board Member from the Planning & Zoning Board has accrued three (3) unexcused absences. As of date, Board Member Jon Andras has not attended any of the 2024 Board Meetings.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

PRR Log April 2024.pdf
RSB Attendance Report 2024.pdf

Public Records Request Log - April 2024

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS)	COMMENTS
4/1/2024	Olyssya Bochurko	Police	Report for Case # 202400001329	N/A	4/12/2024	
4/1/2024	State Attorney Office	Police	CCN# AGS6DYE	N/A	4/1/2024	
4/2/2024	Riverside County Sheriff's	Police	Criminal Records Check - Kevin Aguerrebere	N/A	4/3/2024	
4/2/2024	State Attorney Office	Police	CCN#F24003914	N/A	4/2/2024	
4/3/2024	State Attorney Office	Police	CCN#A9BZDJE	N/A	4/3/2024	No Record found
4/3/2024	Stephanie Schreiner	Finance	Copy of all payments transactions for FY 2022-23	N/A	4/3/2024	
4/3/2024	Stephanie Schreiner	Finance	Copy of all employees annual wages - 2023			florida@openthebooks.com
4/4/2024	State Attorney Office	Police	CCN#AGS46IE	N/A	4/4/2024	
4/5/2024	State Attorney Office	Police	CCN#F24007092		4/9/2024	
4/5/2024	Stephanie Schreiner	Police	CCN#A9KTOUE	N/A	4/9/2024	
4/8/2024	Isaura Paredes - Misdeameanor Domestic Violence / State Attorney	Police	BWC VR: M24007390 NBV PD Case Number 202400017055		4/8/2024	
4/10/2024	David Agustin	Police	Copy of arrest record for Agustin David NBV PD Case Number - 202400016865	N/A	5/2/20241	
4/10/2024	Diamond Bucknor - Misdemeanor Domestic Violence / State Attorney	Police	BWC VR: M24007410 NBV PD Case Number 202400017165	N/A	4/11/2024	
4/10/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AGS2NEE	N/A	4/11/2024	"We did not have BWC at that time Started on August 22, 2023!" Bobby
4/10/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: A9BYX9E	N/A	4/11/2024	"We did not have BWC at that time Started on August 22, 2023!" Bobby
4/10/2024	Kristina Brandt	Building	Building Plans for 1730 S. Treasure Drive	N/A	4/12/2024	
4/10/2024	Mecaela Masolini	Police	Case and file for Micaela Masolini for 4/8/2024	N/A	5/2/2024	Response requested by Alba Chang to NBV PD on 05/02/2024
4/10/2024	Vice Mayor - Dr. Richard Chervony	HR	Village Manager's daily phone/PC calendar[s]	N/A	5/3/2024	
4/11/2024	Ailin Corella	Police	Call in records for Police and Fire Rescue from the last year for KLA Schools North Bay Village 7800 Hispanola Ave	N/A	4/11/2024	
4/11/2024	Jeffrey Gorley	Police	Call for service at 7601 E. Treasure Drive #609	$74 for 3 hours		No response from requesting party
4/11/2024	Leano Rahming	Police	Copy of Police Report #2024-00015886	N/A	4/12/2024	
4/11/2024	Oscar Vega	Building	Copy of all the drawings submitted by company called LAGASSE, INC. that must have pulled several permits around 2004 - 2006 for a new pool construction in 360 Condominiums	N/A	4/12/2024	
4/15/2024	Ana M. Escalante - County Court Supervisor / State Attorney	Police	BWC VR: A9KTOBE NBV PD Case Number 202400017110	N/A	4/15/2024	

4/15/2024	Chris Felder - Shared Parenting, ORG	Police	Contact information for persons in the following departments: Vulnerable Victimes Unit and/or Crimes Against Children and lead investigator in parental kidnapping/custodial interference crimes.	N/A	4/18/2024	chrisfelder@sharedparenting.org
4/15/2024	Joe Balber	Code Enforcement	List of Code violations	N/A	4/16/2024	
4/15/2024	Jonathan Javitt	Code Enforcement	Copy of Complaint filed against 1470 S. Treasure Dr. days prior to 8/5/23	N/A	5/3/2024	Response requested by Alba Chang to NBV PD on 05/02/2024
4/16/2024	Erica Biramontes - Traffic Bacg Armas Division / State Attorney	Police	BWC VR: AGS62OE NBV PD Case Number 202400007741	N/A	4/16/2024	
4/16/2024	Jackie Kalas - Domestic Violence Unit / State Attorney	Police	BWC VR: B24008026 NBV PD Case Number 202400018432	N/A	4/16/2024	
4/16/2024	Larissa Mance	Police	Case # 24-17198	N/A	4/16/2024	Response by Marie Armand, PD.
4/16/2024	Miami Dade County Police/Janellie Rivera Obando	Police	Report for Case # 2024-00018574			MDCPD followed up w AC on 04/19/2024.
4/16/2024	Taminka Robertson - Misdemeanor Domestic Violence / State Attorney	Police	BWC VR: B24008026 NBV PD Case Number 202400018432	N/A	4/16/2024	
4/16/2024	Zarya Peart - Alvarez-Zane Division / State Attorney	Police	BWC VR: AI8BLYE NBV PD Case Number 202400010674	N/A	4/16/2024	
4/17/2024	Amy Williams	Building	Provide all permitting Records- Caribbean Towers			
4/17/2024	Emily Muzyka	Police	Police Report # 201900019197	N/A	4/17/2024	
4/17/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AGS6CRE NBV PD Case Number 202400009875	N/A	4/17/2024	
4/17/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AGS6CPE NBV PD Case Number 202400009870	N/A	4/17/2024	
4/17/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AI8BU4E NBV PD Case Number 202400012824	N/A	4/17/2024	
4/17/2024	Jack McAllister - Traffic Branch / State Attorney	Police	BWC VR: AGS5MWE NBV PD Case Number 202400003046	N/A	4/17/2024	
4/18/2024	Carolyn Saulsberry - County Court / State Attorney	Police	BWC VR: AGS64AE NBV PD Case Number 202400008049	N/A	4/22/2024	
4/18/2024	Chelsea Asencio - Misdemeanor Domestic Violence / State Attorney	Police	BWC VR: M24008422 NBV PD Case Number 202400019178	N/A	4/18/2024	
4/18/2024	Eve - 305Permits, INC.	Building	Past decade of records for Lexi Condo - 7901 Hispanola Avenue, NBV, FL. 33141			permits@305permits.com
4/18/2024	Robert Akras	Police	Police Report - 202400018334	N/A	4/30/2024	
4/20/2024	Vice Mayor - Dr. Richard Chervony	Building	Permit/Inspection list for 7500 Beachview Drive	N/A	4/22/2024	
4/22/2024	Erica Biramontes - Traffic Bacg Armas Division / State Attorney	Police	BWC VR: AEZUN7E	N/A	4/22/2024	"We did not have BWC at that time Started on August 22, 2023!" Bobby
4/22/2024	Jose Pineda	Building	Roof Permit: 7504 Jewel Avenue NBV 33141	N/A	4/22/2024	roofingking2012@gmail.com
4/22/2024	Simone Steward - DUI; Traffic; Misdeameanor Division / State Attorney	Police	BWC VR: AGS4NRE NBV PD Case Number 202300058934	N/A	4/22/2024	

4/23/2024	Andrew Carlton	Village Clerk / HR	Copy of a listing of all Village of North Bay Village full time employees' first, middle and last names including their job title/position, their campus/office location, date of hire, and email address.	N/A	4/26/2024	Notionize: Study Think Tank of Public Data/Analytics Madam Clerk Chang FWD to Accounting / HR on 4/24/2024
4/23/2024	Aryonah Toussaint - Traffic Division / State Attorney	Police	BWC VR: AI8BQDE NBV PD Case Number 202400012140	N/A	4/23/2024	
4/24/2024	Kelby Stenger - DBI Consultants	Building	Roof permit history for the following two locations: 1)7525 E Treasure Drive, North Bay Village, FL 33141 2)1900 S Treasure Drive, North Bay Village, FL 33141	N/A	4/24/2024	ks@dbi-cc.com
4/24/2024	Kenneth Rivera - Waste Pro of Florida, INC.	Village Clerk	Copy of contracts awarded to all solid waste services.			1. **Original Contracts:** All current and past contracts for solid waste collection, disposal, and recycling services. 2. **Renewals:** Any amendments, extensions, or renewals of said contracts. 3. **Addenda:** All addenda, modifications, and changes made to these contracts post-award. 4. **Agenda Items:** Any City Council or relevant municipal board meeting minutes, memos, and agenda items discussing, mentioning, or related to these contracts or services
4/25/2024	Monica Powers - Kimley-Horn	Building	Existing Utilities Request for 8000 East Dr, North Bay Village, FL 33141	N/A	5/2/2024	Response by Delroy Peters
4/28/2024	Rolex Domengiano	Building	Request a copy of your building permit records from March 25, 2024 to the present. Please include any fields that your permitting system tracks. This includes, but is not limited to: -Permit Number -Applied/Issued Dates -Work Address -Permit Type -Permit Status -Description of the work being done -Contractor and Architect Details -Job Valuations The preferred file type format is searchable pdf.	N/A	4/30/2024	Response by Leilani Calzadilla
4/29/2024	Chelsea Asencio - Misdemeanor Domestic Violence / State Attorney	Police	BWC VR: M24009286 NBV PD Case Number 202400020822	N/A	4/30/2024	

4/29/2024	Lydia Howard	Building	Copy of Certificate of Insurance for construction at 7711 Beach View Dr, NBV, FL	N/A	5/3/2024	Response by Leilani Calzadilla
4/30/2024	Barby Munne	Building	40-year recertification for North Bay White House Association No. 2. 1790 79 Street Causeway, North Bay Village, FL 33141	N/A	5/1/2024	Response by Leilani Calzadilla
4/30/2024	Karla Jacob-Charles - Alta Engineering Company	Building	1550 S Treasure Drive: - BLDG Permit - CO - Permitted Plans	N/A	5/2/2024	•We do not have the plans digitized. You are welcome to come by the office to view them/take pictures. •Attached is the scan of the master permit card •CO is in file that was taken to be scanned. I do not have a copy available. Response by Leilani Calzadilla
4/30/2024	Orlando Rodriguez	Village Clerk / Police	Email from 3/15/2024 to date for Mayor Latham; Any BWC footage related to calls for services recorded at property 7521 Beachview Drive			
4/30/2024	Roxanne Goodluck - DUI Division / State Attorney	Police	BWC VR: AGS2RDE NBV PD Case Number 202400017055	N/A	4/30/2024	"We did not have BWC at that time Started on August 22, 2023!" Bobby

BOARDS & TASK FORCE MEMBERS
2024 ATTENDANCE REPORT

ANIMAL CONTROL ADVISORY BOARD *(Quarterly Meetings)*

BOARD MEMBERS	Wednesday, January 10th	Wednesday, March 6th	JULY										
Maria Marquez (Chair)		P											
Indira Shakti		P											
Rosaura Lopez (Vice Chair & Secretary)	CANCELLED	A											
Sandra Garcia		P											
Sabrina Fasana		P											

RESIDENT SERVICES ADVISORY BOARD *(First Tuesday at 6:30 p.m.)*

BOARD MEMBERS	Thursday, January 11th	Tuesday, February 6th	Tuesday, March 5th	Tuesday April 2	Tuesday May 7								
Claudia Alvarez	A	A	P		C								
Lidia Cantave (Chair)	P	P	P		C								
Jose Parada (Vice Chair)	A	P	P	CANCELLED	C								
Laura Cuellar De Somoza	A	A	P		C								
Farahim Alili (Secretary)	P	P	A		C								

SUSTAINABILITY & RESILIENCE TASK FORCE *(Fourth Tuesday at 6:30 p.m.)*

BOARD MEMBERS	Tuesday, January 23rd	Tuesday, February 27th	Tuesday March 26	Tuesday April 23									
Alisha Graham (Chair)	P	P	P	P									
Neil Krasner	P	P	P	P									
Brenda Krebs	P	P	P	P									
Julia Stutts (Secretary)	P	P	P	P									
David Doebler (Vice Chair)	P	P	P	P									

FINANCIAL ADVISORY BOARD *(Third Tuesday at 6:30 p.m.)*

BOARD MEMBERS	Monday, January 22nd	Tuesday, February 20th	Wednesday March 20	Tuesday April 16	Tuesday May 21								
Sandi Horwitz	P	P	P	A									
Nicholas Martin (Chair)	P	P	A	P	A								
Paul Jacob (Vice Chair)	A	A	P	A									
Gila Brock (Secretary)	P	P	P	P									
Marco Zuniga	P	P	P	P									

COMMUNITY ENHANCEMENT ADVISORY BOARD *(Fourth Wednesday at 6:30 p.m.)*

BOARD MEMBERS	Wednesday, January 24th	Wednesday, February 28th	Wednesday March 27	Wednesday April 24									
Bree Farrugia (Vice Chair)		P	A	P									
Nicholas Quay (Chair)		P	P	P									
Silvia Santilli (Secretary)	CANCELLED	P	A	P									
Christopher Cotton		P	P	P									
Jacob Petrini		P	P	P									

PLANNING & ZONING ADVISORY BOARD *(Second Tuesday at 6:30 p.m.)*

BOARD MEMBERS	January	Tuesday, February 13th	Wednesday March 20	Wednesday April 17									
Jon Andras - At-Large		A	A	A									
Ruslanas Byckovas - Treasure Island		P	P	A									
Timothy Dennis - Harbor Island (Chair)		P	P	P									
Paul Murphy - North Bay Island	CANCELLED	A	P	P									
Ryan Shaw - At-Large (Vice Chair)		P	P	P									
Sherry Abramson (Alternate)		P	A	A									

ATTENDANCE CODES

P -	Present
A -	Absent - Unexcused
A -	Absent - Excused
C -	Confirmed
NAM -	Not A Member

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Daniela Cimo, Village Attorney

SPONSORED BY:

SUBJECT: **A Resolution Confirming that No Village-Owned Property Is Suitable for Use as Affordable Housing Pursuant to Section 166.0451 - Village Manager Ralph Rosado, PhD, AICP (Village Planner Silvia Vargas)**

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THAT NO VILLAGE-OWNED PROPERTY IS SUITABLE FOR USE AS AFFORDABLE HOUSING PURSUANT TO SECTION 166.0451, FLORIDA STATUTES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission adopt the proposed resolution confirming that no Village-owned property is suitable for us as affordable housing.

BACKGROUND AND ANALYSIS

Section 166.0451, Florida Statutes, requires that municipalities in the State of Florida prepare an inventory list of all real property within its jurisdiction to which the municipality holds in fee-simple title that is appropriate for use as affordable housing by October 1, 2024, and every three years thereafter.

The Village Planner of North Bay Village has reviewed the inventory of all real property owned by the Village and determined that there is no Village-owned property that is suitable for use as affordable housing, as confirmed in the Inventory List Report attached to the Resolution as Exhibit “A."

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Reso - No Village-Owned Property for Affordable Housing.DOCX

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THAT NO VILLAGE-OWNED PROPERTY IS SUITABLE FOR USE AS AFFORDABLE HOUSING PURSUANT TO SECTION 166.0451, FLORIDA STATUTES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.0451, Florida Statutes, requires that municipalities in the State of Florida prepare an inventory list of all real property within its jurisdiction to which the municipality holds in fee-simple title that is appropriate for use as affordable housing by October 1, 2023, and every three years thereafter; and

WHEREAS, the Village Planner of North Bay Village (the "Village") has reviewed the inventory of all real property owned by the Village and determined that there is no Village-owned property that is suitable for use as affordable housing, as confirmed in the Inventory List Report attached hereto as Exhibit "A"; and

WHEREAS, the Village Commission hereby confirms that no Village-owned property is suitable for use as affordable housing pursuant to Section 166.0451, Florida Statutes; and

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

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

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

Section 2. Confirmation. That the Village Commission hereby confirms that no Village-owned property is suitable for use as affordable housing pursuant to Section 166.0451, Florida Statutes, as confirmed in the Inventory List Report attached hereto as Exhibit "A."

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

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

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

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT A
Inventory List Report

Property	Address/ Location	Folio No.	Area (square feet and acres)	Current Future Land Use Designation	Current Zoning
Civic Park	7903 East Drive Harbor Island	23-3209-001-0070	32,169 sf 0.738 ac	Parks and Recreation	Commercial
Dr. Paul Vogel Community Park	7920 West Drive Harbor Island	23-3209-001-0220	22,400 sf 0.514 ac	Parks and Recreation	RM-70
Sakura (Village Hall/Public Safety Complex)	1335 79th St. Causeway Harbor Island	23-3209-001-0061 23-3209-001-0060	31,734 sf 0.728 ac	Commercial	T6-24MU
Galleon Street (Philip Schonberg Memorial Playground, Community Center and Recreation Facilities)	1851 Galleon St Treasure Island	23-3209-014-0200	48,000 sf 1.10 ac	Parks and Recreation	RM-40

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Evelyn Herbello, Human Resources Manager

SPONSORED BY: Ralph Rosado, PhD., AICP, Village Manager

SUBJECT: A Resolution Amending a Professional Services Agreement with LAGOMHR, Inc. for Human Resources Consulting Services - Village Manager Ralph Rosado, PhD, AICP

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LAGOMHR INC. FOR HUMAN RESOURCES CONSULTING; CONFIRMING THE APPOINTMENT OF YOLANDA N. MENEGAZZO OF LAGOMHR INC. AS INTERIM HUMAN RESOURCES DIRECTOR; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposed amendment to the professional services agreement with LAGOMHR, Inc. for Human Resources consulting services.

BACKGROUND AND ANALYSIS

The proposed Amendment to the existing Professional Services Agreement with LAGOMHR, Inc. is to perform certain Human Resources consulting services on behalf of the Village.

The scope of work includes:
* Serve as the Village's Interim Human Resources Director, which role includes but is not limited to: oversight of the Village's Human Resources Department, recruitment, employee relations, and implementation of the Village human resources and payroll processing software.
* Consultant will conduct these services on site at the Village one day per week and the

remainder of any services needed will be performed remotely.

It is anticipated that the Village will hire a permanent Human Resources Director. If and when a permanent Human Resources Director is hired, Consultant will support and assist with a 30-day transition to the new Human Resources Director. After the 30-day transition period, the Consultant will return to providing services to the Village on an as-needed basis at the following rates:

1. A Class and Compensation Study at $375.00 per position.
2. All other HR projects and assignments are $175.00 per hour.

It is recommended that the Village Commission approve the proposed agreement for Human Resources consulting services.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Transfer from the Appropriation of Fund Balances (General Fund & Enterprise Fund) $33,600/$14,400 and Transfer to Professional Services (General Fund/Enterprise Fund) $33,600/$14,400.

PERSONNEL IMPACT

N/A

ATTACHMENTS

Reso Amending Agreement with Lagomhr Inc.DOCX
Amend to Agreement with LagoMHR Inc. - HR .DOCX
Exhibit B BA- HR Consulting Services.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LAGOMHR INC. FOR HUMAN RESOURCES CONSULTING; CONFIRMING THE APPOINTMENT OF YOLANDA N. MENEGAZZO OF LAGOMHR INC. AS INTERIM HUMAN RESOURCES DIRECTOR; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 16, 2023, the North Bay Village (the "Village") Commission adopted Resolution 2023-130 approving an agreement with LagomHR Inc (the "Consultant") for human resources support (the "Services"); and

WHEREAS, on October 19, 2023, the Village and the Consultant entered into an agreement for the Services (the "Agreement"); and

WHEREAS, the Village's Human Resources Director, Evelyn Herbello, has resigned effective May 27, 2024; and

WHEREAS, in order to service the Human Resources Department (the "Department") before and after the Director's resignation, the Village wishes for Consultant to serve in the capacity of interim Human Resources Director; and

WHEREAS, the Village desires to incorporate certain amendments to the Agreement, as set forth in the First Amendment attached hereto as Exhibit "A" (the "First Amendment"); and

WHEREAS, the Village Manager has recommended appointment of Yolanda N. Menegazzo of Consultant's firm as the Village's interim Human Resources Director; and

WHEREAS, Section 4.01(G)(2) of the Village Charter provides that the Village Manager will submit appointments of new department directors to the Commission for confirmation; and

WHEREAS, the Village Commission desires to confirm the appointment of Yolanda N. Menegazzo of Consultant's firm as the Village's interim Human Resources Director effective retroactive to May 6, 2024; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the "Budget"); and

WHEREAS, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, in order to provide the necessary funding for the Services as amended by the First Amendment and pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this resolution by authorizing the line-item transfers as further provided in Exhibit "B" attached hereto and incorporated herein; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the First Amendment with the Consultant in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the First Amendment, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution, including but not limited to the expenditure of budgeted funds.

Section 4. Confirmation. That the Village Commission hereby confirms the appointment of Yolanda N. Menegazzo of Consultant's firm to serve as the Village's interim Human Resources Director effective retroactive to May 6, 2024.

Section 5. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line-item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

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

Section 7. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of May, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

LAGOMHR INC

THIS FIRST AMENDMENT TO AGREEMENT (this "First Amendment") is entered into as of the _____ day of _____, 2024 (the "Effective Date of First Amendment"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **LAGOMHR INC**, a Florida Corporation (hereinafter, the "Consultant"). Collectively, the Village and the Consultant are referred to as "Parties."

WHEREAS, on October 19, 2023, the Village and Consultant entered into a Professional Services Agreement (the "Agreement") for certain human resources consulting services; and

WHEREAS, the Village wishes to expand the scope of Consultant's services in order for Consultant to serve as the Village's interim Human Resources Director due to the resignation of the Human Resources Department Director, Evelyn Herbello; and

WHEREAS, the Village and Consultant wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Village and Consultant agree as follows: [1]

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **Amendment of Exhibit A of the Agreement.** Exhibit A of the Agreement is amended as set forth in Exhibit A to this First Amendment.

3. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

4. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

5. **Defined Terms**. All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

6. **Counterparts.** This First Amendment may be executed in counterparts,

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

each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

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

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

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: Dr. Ralph Rosado, AICP, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

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

CONSULTANT

By: _____
Name: Yolanda N. Menegazzo
Title: CEO & HR Consultant
Entity: **LAGOMHR INC**

Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.

Addresses for Notice:
LAGOMHR INC
Yolanda N. Menegazzo
President and Registered Agent
3097 SW 111 Avenue
Miami, FL 33165
305-494-2152 (telephone)
yolanda@lagomhr.net (email)

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

EXHIBIT A[2]
SCOPE OF SERVICES

The Scope of Services set forth herein shall collectively be referred to as the "Services." Specifically, Consultant's Services shall include, but not be limited to, the following:

Beginning on May 6, 2024, Consultant shall be paid $8,000 monthly to serve as the Village's interim Human Resources Director, which role includes but is not limited to: oversight of the Village's Human Resources Department, recruitment, employee relations, and implementation of the Village's human resources and payroll processing software (known as "UKG") from Kronos SAASHR, Inc. The Village will be responsible for providing clerical support to the Consultant for day-to-day Human Resources departmental matters, including human resources and payroll related daily tasks that would normally be administered by an entry-level human resources department or payroll professional. The Parties agree that Consultant will complete implementation of UKG as part of the responsibilities of interim Human Resources Director. Consultant will conduct these services on site at the Village one day per week and the remainder of any services needed will be performed remotely.

It is anticipated that the Village will hire a permanent Human Resources Director. If and when a permanent Human Resources Director is hired, Consultant will support and assist with a 30-day transition to the new Human Resources Director. After the 30-day transition period, the Consultant will return to providing services to the Village on as-needed basis at the following rates:

1. A Class and Compensation Study at $375.00 per position.
2. All other HR projects and assignments are $175.00 per hour.

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

Budget Amendment Form

Department	Utilities Administration/General Government	Date	5/14/2024
Fund(s) to be changed: Enterprise Fund/General Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
430.30.533.3160	Professional Services	$ 14,400.00	
430.00.389.3890	Appropriation of Fund Balance		$ 14,400.00
001.19.519.3160	Professional Services	$ 33,600.00	
001.00.389.3890	Appropriation of Fund Balance		$ 33,600.00
TOTAL (Columns must be equal)		**$ 48,000.00**	**$ 48,000.00**

Description:

Transfer Appropriation of Fund Balance to Professional Services for LAGOMHR Human resources consulting services for Interim HR Director. 70/30 split General Fund/Enterprise Fund according to current HR/ADP fee split.

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: A Resolution Authorizing the Retirement of K-9 Officer Aerik and the Transfer of His Ownership to His Partner/Handler, Officer Battaglia - Village Manager Dr. Ralph Rosado (*Deputy Chief of Police Samuel Bejar*)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE SALE AND PURCHASE OF POLICE K-9 AERIK; APPROVING AN AGREEMENT FOR TRANSFER OF OWNERSHIP OF K-9 AERIK; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the Resolution authorizing the retirement of K-9 Officer Aerik, and Transfer His Ownership to his Partner/Handler, Officer Battaglia.

BACKGROUND AND ANALYSIS

The proposed resolution is for the Village Commission to consider the retirement and transfer of ownership of K-9 Officer Aerik.

K-9 Officer Aerik has been an essential member of the North Bay Village ("NBVPD") Village's Police Department and after dutiful service, the time has come for K-9 Officer Aerik to retire. K-9 Officer Aerik's handler, Officer Paul Battaglia, has made the difficult decision to separate from service with the NBVPD due to family reasons.

K-9 Officer Aerik, a male, mix breed Belgian Malinois/Shepard, has been partnered with his handler, Ofc. Battaglia, since they jointly attended the Police Work Dog Training School at the Miramar Police Department. It is a standard and customary practice in the law enforcement profession for a K-9 Officer to be sold to its partner/handler, as they are best equipped to handle the special needs and training inherent in a retired Police K-9.

The NBVPD will work to establish a new K-9 Team once staffing has stabilized, a new handler is identified, and a Police Work Dog Training School becomes available. The K-9 Knights have committed to purchasing a new dog for us once we are ready to proceed with the deployment of a new K-9 Team.

It is in the best interest of the Village to retire K-9 Aerik and sell him to his partner/handler, Officer Paul Battaglia.

Approval of this item will improve operational efficacy; as such, it promotes the pillar of Efficiency.

Efficiency

North Bay Village seeks to minimize the wasting of materials, energy, efforts, money, and time in doing something or in producing a desired result.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
Reso Approving K-9 Aerik Sale-Transfer- .DOCX
Reso Exhibit A - K-9 Transfer -and Bill of Sale .DOCX

RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE SALE AND PURCHASE OF POLICE K-9 AERIK; APPROVING AN AGREEMENT FOR TRANSFER OF OWNERSHIP OF K-9 AERIK; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village's (the "Village") Police Department (the "NBVPD") has a male, mix breed Belgian Malinois/Shepard canine officer known as "K-9 Aerik" ("K-9 Aerik"), which has been assigned to Officer Paul Battaglia since December 26, 2022; and

WHEREAS, although K-9 Aerik has been an essential member of the NBVPD, it is now time that K-9 Aerik live out the rest of his canine life with his handler/partner Paul Battaglia; and

WHEREAS, it is customary in law enforcement for a K-9 officer to be sold to its partner/handler; and

WHEREAS, the Village wishes to sell K-9 Aerik to his partner/handler, Officer Paul Battaglia; and

WHEREAS, the Village Manager and Chief of Police recommend that it is appropriate and in the best interest of the Village to approve the Agreement for Transfer of Ownership of Canine between the Village and Paul Battaglia, inclusive of a Bill of Sale, in substantially the form attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the Village Commission authorizes the sale and purchase of K-9 Aerik and approves the Agreement; and

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

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

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

Section 2. Retirement. That the Village Commission hereby authorizes the sale and purchase of K-9 Aerik to Officer Paul Battaglia.

Section 3. Approval. That the Village Commission hereby approves the Agreement.

Section 4. Authorization. That the Village Commission hereby authorizes the Village's Chief of Police to execute the Agreement and Bill of Sale in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content, and legal sufficiency.

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

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

Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____ 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, MMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

AGREEMENT BETWEEN NORTH BAY VILLAGE AND PAUL BATTAGLIA FOR TRANSFER OF OWNERSHIP OF CANINE

THIS AGREEMENT (this "Agreement") is made effective as of the ___ day of _____ 2024 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **PAUL BATTAGLIA,** an individual (hereinafter, the "Buyer").

WHEREAS, the Village's Police Department (the "NBVPD") has a male, mix breed Belgian Malinois/Shepard canine officer known as "K-9 Aerik" ("K-9 Aerik"), which has been assigned to Officer Paul Battaglia since December 26, 2022; and

WHEREAS, although K-9 Aerik has been an essential member of the NBVPD, the time has come for K-9 Aerik to live out the rest of his canine life with Paul Battaglia; and

WHEREAS, it is customary in law enforcement for a K-9 officer to be sold to its partner/handler; and

WHEREAS, the Village wishes to sell K-9 Aerik to his partner/handler, Officer Paul Battaglia; and

WHEREAS, the Village and Buyer have agreed to transfer ownership of K-9 Aerik upon the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Buyer agree as follows:

1. The above recitals are true and incorporated herein by reference.

2. The Village hereby sells, assigns, conveys and transfers all rights, title and interest in K-9 Aerik to Buyer and Buyer agrees to purchase retired K-9 Aerik from the Village for the sum of $1.00. Buyer agrees to assume any and all risks related to this Agreement and K-9 Aerik from the Effective Date.

3. The Chief of Police is authorized to execute the attached Bill of Sale, selling K-9 Aerik to Buyer.

4. By agreeing to the purchase of K-9 Aerik, Buyer agrees to provide and pay for any and all expenses, including but not limited to, medical care, veterinary care, feed and boarding expenses of said dog, and undertakes any and all liability for the actions of K-9 Aerik. The Village will no longer be held responsible for any expenses in reference to K-9 Aerik from the Effective Date. The parties recognize and agree that the purchase of K-9 Aerik by Buyer stops any payment to Buyer by the Village for the care of said dog.

5. **Acknowledgement of Training; Release of Liability**. In accepting transfer from the Village of the dog known as K-9 Aerik, Buyer recognizes that said animal has received training in police procedures and tactics and by acceptance of this animal, Buyer, for and in consideration

of the transfer to him of K-9 Aerik, agrees to hold harmless the North Bay Village, the North Bay Village Police Department, and its officers, employees and agents from any and all liability whatsoever that might arise from acts engaged in by the forenamed canine resulting from his training as herein described, as well as any other acts of said canine whether or not attributable to such training. Buyer further agrees to waive any and all claims of liability insofar as North Bay Village, the North Bay Village Police Department, its officers, employees and agents are concerned that might arise as a result of Buyer's use and/or possession of said animal. It is further understood by Buyer that, in consideration of this transfer, the Village makes no representations concerning the health of the animal, which is transferred "as is" and Buyer assumes all responsibility and obligation for the condition, care and acts of said animal.

6. **Indemnification.**

6.1. Buyer shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Buyer's performance or non-performance of any provision of this Agreement. Buyer shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Buyer's performance or non-performance of this Agreement.

6.2. Buyer further agrees to release, indemnify and promises to defend and hold harmless the Village, its officers, employees and agents from and against any and all liability, injuries, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the Village, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of said canine's activities from date of said transfer; provided, however, this paragraph does not purport to indemnify the Village against liability for any activities of K-9 Aerik prior to the Effective Date.

6.3. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

7. **Governing Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

8. **Entire Agreement/Modification/Amendment.**

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

8.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

9. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

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

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

NORTH BAY VILLAGE

By: _____
Carlos Noriega
Chief of Police

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

BUYER

By: _____
Paul Battaglia, Buyer

BILL OF SALE

For the purchase price of One Dollar and 00/100 ($1.00) and other good and valuable consideration, the **NORTH BAY VILLAGE, a Florida municipal corporation** (the "Seller"), does hereby grant, bargain, sell, transfer, and deliver to **PAUL BATTAGLIA, an individual** (the "Buyer"), all of Seller's right, title and interest, in and to that certain personal property located in Miami-Dade County, Florida, and more particularly described as follows:

A male, mix breed Belgian Malinois/Shepard, known as K-9 Aerik, age 2.5 years.

TO HAVE AND TO HOLD the Personal Property unto the Buyer, its successors and assigns, forever. THE PERSONAL PROPERTY IS CONVEYED "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AS OF THE DATE OF THE EXECUTION OF THIS BILL OF SALE, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. BUYER IS HEREBY ACQUIRING THE PERSONAL PROPERTY BASED SOLELY UPON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed this _____ day of _____ 2024.

NORTH BAY VILLAGE

By: _____
Carlos Noriega
Chief of Police

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

State of Florida)
County of Miami-Dade)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____ 2024, by **Carlos Noriega** as **Chief of Police for North Bay Village**.

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Approving a Piggyback Contract with ESR, LLC for Emergency Sandbag Response - *Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH ESR, LLC FOR EMERGENCY SANDBAGS SERVICES UTILIZING A CONTRACT COMPETITIVELY BID BY THE CITY OF WEST MIAMI; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the agreement with ESR, LLC for emergency sandbags services.

BACKGROUND AND ANALYSIS

The Emergency Sandbag Response (ESR) system is a groundbreaking approach to flood defense, prioritizing efficiency and effectiveness in its solutions. By redefining the process of sandbag filling and distribution, offering rapid deployment and a scalable approach. ESR offers innovative technology aimed at addressing flood prevention and protection, marking a significant advancement in this field.

ESR has revolutionized and modernized the production and distribution of sandbags, offering cities and counties resiliency results. Its patented technology streamlines production with the capability to fill a 30 lb. sandbag in just 3-4 seconds or produce approximately 1200 sandbags per truckload. ESR would eliminate the need for manual shoveling.

ESR's services are designed to enhance a Village's existing emergency response capability. With ESR as a partner, local officials gain a fast and scalable flood defense system that allows

them to focus on other critical matters in emergency situations.

It is recommended that the Village Commission approve piggyback contract from the City of West Miami, pursuant to §36.25(J) of the Village Code with ESR, LLC for Emergency sandbags distribution.

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

Approval of this item will promote the pillar of Resilience of the NBV100 Plan.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
In the Enterprise Fund - Transfer from Appropriation of Fund Balance (430.00.389.3890), $20,000 and Transfer to Miscellaneous Expense (430.30.533.4900) Project#EMS24-01.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Reso - Emergency Sandbag Services .DOCX
Exhibit A -Sandbag Services Piggyback Agreement - (ESR).DOCX
ESR_Presentation_FINAL.pdf
WM Sandbag Specs.pdf
Exhibit A-1 - City of West Miami Award- Reso - Contract Award.pdf
Exhibit A-2 - WM Contract Exte. ESR-SANDBAGS.pdf
Exhibit B - Budget Amendment Form- EMS Sandbags.pdf

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH ESR, LLC FOR EMERGENCY SANDBAGS SERVICES UTILIZING A CONTRACT COMPETITIVELY BID BY THE CITY OF WEST MIAMI; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is in need of emergency sandbag services (the "Services") to be distributed to the Village in case of emergency conditions; and

WHEREAS, the Services required by the Village have been competitively bid by the City of West Miami, Florida ("West Miami") which issued Request for Proposal No. 2023-03282023 (the "RFP") for the Services and competitively awarded a contract to ESR, LLC (the "Contractor") pursuant to the RFP, which contract is dated March 27, 2023, as amended (the "West Miami Contract"); and

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

WHEREAS, pursuant to Section 36.25(J) of the Village Code, the Village Commission desires to approve an agreement with the Contractor for the Services, in substantially the form attached hereto as Exhibit "A" (the "Agreement") based on the terms of the West Miami Contract in an amount not to exceed budgeted funds, and authorize the Village Manager to execute the Agreement, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the "Budget"); and

WHEREAS, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this Resolution, by authorizing the line-item transfers as further provided in Exhibit "B" attached hereto and incorporated herein; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the Agreement with the Contractor to perform the Services in an amount not to exceed budgeted funds pursuant to Section 36.25(J) of the Village Code.

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

Section 4. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line-item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

Section 5. Implementation. That the Village Commission hereby authorizes the Village Manager to execute any purchase order or required documentation for the Services described in this Resolution, subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the purpose of this Resolution, including the expenditure of budgeted funds.

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

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

Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this ___ day of May, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EMERGENCY SANDBAG SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

ESR, LLC

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2024 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **ESR, LLC**, a Florida limited liability company (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WHEREAS, the Village is in need of emergency sandbag services (the "Services") to be distributed to the Village in case of emergency conditions; and

WHEREAS, the City of West Miami, Florida ("West Miami") issued Request for Proposal No. 2023-03282023 (the "RFP") for the Services and competitively awarded a contract to ESR, LLC (the "Contractor") pursuant to the RFP, which contract, as amended, is attached hereto as Exhibit "A" (the "West Miami Contract"); and

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

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

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

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

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

2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the West Miami Contract, the terms and provisions of this Agreement shall control.

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

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

5. **Term/Commencement Date.**

5.1. The term of this Agreement shall be from the Effective Date through September 30, 2024, unless earlier terminated in accordance with Paragraph 10. Additionally, the Village Manager may renew this Agreement for up to 4 additional 1 year periods on the same terms as set forth herein upon written notice to the Contractor.

5.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

6. **Subconsultants.**

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

6.2. Contractor may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

7. **Village's Responsibilities.**

7.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Contractor to assist Contractor in performing the Services.

7.2. Upon Contractor's request, Village shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

8. **Contractor's Responsibilities; Representations and Warranties.**

8.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to

conform to Village requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

8.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

8.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

9. **Conflict of Interest.**

9.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

10. **Termination.**

10.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Contractor, or immediately with cause.

10.2. Upon receipt of the Village's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Village Manager.

10.3. In the event of termination by the Village, the Contractor shall be paid for all work accepted by the Village Manager up to the date of termination.

10.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

11. **Insurance.**

11.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to

do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

11.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

11.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

11.1.3. 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 Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

11.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the Village shall select this box: ☐.

11.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to

Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. 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 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 Agreement, 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 Agreement and shall state that such insurance is as required by this Agreement. 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 Services, 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.

11.3. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. 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.

11.4. **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.

11.5. The provisions of this section shall survive termination of this Agreement.

12. **Nondiscrimination.** During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

13. **Attorneys Fees and Waiver of Jury Trial.**

13.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees

and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

13.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

14. **Indemnification.**

14.1. Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

14.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

14.3. The provisions of this section shall survive termination of this Agreement.

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

16. **Governing Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

17. **Entire Agreement/Modification/Amendment.**

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

17.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

18. **Ownership and Access to Records and Audits.**

18.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

18.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

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

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

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

18.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

18.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

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

19. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.

20. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

21. **Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

22. **Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

23. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

24. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the

Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

25. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

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

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

29. **Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

30. **Most Favored Nation.** If during the term of this Agreement, Contractor enters into an agreement with another municipality or county ("Other Governmental Entity"), the terms of which agreement include more favorable terms with the Other Governmental Entity than this Agreement, then upon written request of the Village, Contractor shall negotiate and enter into a new agreement with the Village which shall include the more favorable compensation terms extended to the Other Governmental Entity. Contractor shall notify the Village within 30 days if it enters into an agreement with an Other Governmental Entity that has more favorable terms than this Agreement and the Village shall have the right to receive the more favorable terms immediately.

31. **Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Contractor that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

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

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

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: Dr. Ralph Rosado, Ph.D., AICP, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
hsera@wsh-law.com (email)

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

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

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

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

EXHIBIT A
COPY OF THE WEST MIAMI CONTRACT AS AMENDED BY CITY OF WEST MIAMI RESOLUTION 2023-109

EMERGENCY SANDBAG RESPONSE:

Introducing The ESR Way

NEXT

EMERGENCY SANDBAG *Response*



WE ARE TRANSFORMING FLOOD PREPAREDNESS.

Emergency Sandbag Response (ESR) is a groundbreaking system, focused on efficient and effective flood defense solutions. Using our patented system, ESR has changed the way sandbags are filled and distributed, offering rapid deployment and a scalable approach.

ESR's services are designed to enhance a city's existing emergency response capabilities. With ESR as a partner, city managers and local officials gain a fast and scalable flood defense system that allows them to focus on other pressing issues.

THE ESR WAY.



Rapid Speed

Our system fills a sandbag in 5 seconds or less, on-site.



No Shovels Required

Eliminates manual labor and streamlines the process.



Scalable Solution

ESR can quickly deploy multiple trucks to different locations.



No Extra Transport

Our system consists of one unit, eliminating additional equipment.



Minimal Cleanup

The sand is contained within the truck, eliminating the mess.



Cost-Effective

No storage required, helping cities to reduce operational costs.

EMERGENCY SANDBAG *Response*







EMERGENCY SANDBAG *Response*

LET'S COLLABORATE!



EMERGENCY SANDBAG *Response*

EMERGENCY SANDBAG *Response*

Preventing Flood Damage. Saving Communities.

CITY OF WEST MIAMI
901 SW 62ND AVENUE
WEST MIAMI, FLORIDA 33144

HURRICANE AND FLOOD
EMERGENCY SANDBAGS

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
EMERGENCY SANDBAGS
RFP2023-03282023

CITY COMMISSION

MAYOR ERIC DIAZ-PADRON
VICE-MAYOR JUAN M. BLANES
COMMISSIONER CANDIDA BLANCA
COMMISSIONER IVAN CHAVEZ JR.
COMMISSIONER LUCIANO L. SUAREZ

YOLANDA AGUILAR, CITY MANAGER

JUAN PENA, DIRECTOR OF PUBLIC WORKS

CITY OF WEST MIAMI
901 SW 62ND AVENUE
MIAMI, FLORIDA 33144

EMERGENCY SANDBAGS

REQUEST FOR PROPOSAL NUMBER 2023-03282023

The City of West Miami has advertised a Request for Proposal (RFP) to procure a supply of emergency sandbags in the City's website and has posted the RFP on Demandstar. The City of West Miami is soliciting a proposal for sandbags upon a "Declaration" is made by the Office of the State of Florida Governor. The RFP must include a provision for all equipment, materials and labor. In addition, the RFP must provide a guarantee of (1) to (2) trucks immediately upon the Governor's Declaration. The work which generally consists of but is not necessarily limited to:

Item 1 **Hurricane or Flood related Supply of Emergency Sandbags**

The City of West Miami reserves the right to reject any and all proposals, to waive any and all informalities or irregularities and to accept or reject all or any part of the proposal as they may deem to be in the best interest of the citizens of the City of West Miami.

Proposals, which contain irregularities of any kind, may be rejected as informal.

RFP# 2023-03282023
SUBMITTAL DUE DATE: MARCH 28, 2023 at 2:00 PM
Solicitation Cover Letter

The City of West Miami, Florida (hereinafter referred to as "Owner") through its chief executive officer (City Manager) hereby solicits sealed proposals responsive to the City's request (hereinafter referred to as "Request for Proposal", "RFP" or "E-Bidding") All references in this Solicitation (also referred to as an "Invitation for Proposals" or "Invitation to E-bid) to "City" will be a reference to the City Manager, or the manager's designee, for the City of West Miami unless otherwise specifically defined or unless the context in which the word is used requires it to mean the City of West Miami.

The City is hereby requesting sealed proposals in response to this **EMERGENCY SANDBAGS RFP# 2023-02-22-2023**

. The purpose of this Solicitation is to contract for the services necessary for the completion of the project in accordance with the ***Scope of Services*** and the plans and/or specifications, if any, described in this Solicitation (hereinafter referred to as "the Project" or "Project").

Interested persons who wish to respond to this Solicitation can obtain the complete Solicitation package by accessing the following webpage: **http://www.cityofwestmiamifl.com/** which is the City of West Miami's web address for solicitation information. Proposals are subject to the Standard Terms and Conditions contained in the complete Solicitation Package, including all documents listed in the Solicitation.

The City will only receive submittals electronically through the DemandStar Electronic Bid System (E-Bidding). To register as a business, go to https://network.demandstar.com/ See directions for registering and signing into your DemandStar user account on the next page following this Solicitation Cover Letter.

Proposals must be received electronically through DemandStar, no later than **2:00 P.M. local time (the "Closing Date") on MARCH 28, 2023** and any Proposal received by the City through DemandStar after 2:01 p.m. local time on said date will not be accepted under any circumstances. **Hand delivery will not be accepted.**

The City reserves the right to award the Project to the person with the lowest, most responsive and responsible Proposal, as determined by the City, subject to the right of the City, or the City Commission, to reject any and all proposals, and the right of the City to waive any irregularity in the Proposals or Solicitation procedure and subject also to the right of the City to award the Project, and execute a contract with a Respondent or Respondents, other than to the one who provided the lowest Proposal Price and, if the Scope of the Work is divided into distinct subdivisions, to award each subdivision to a separate Respondent.

Annery Gonzalez,
MMC, City Clerk
City of West Miami

CITY OF WEST MIAMI
901 SW 62ND AVENUE
MIAMI, FLORIDA 33144

EMERGENCY SANDBAGS

REQUEST FOR PROPOSAL NUMBER 2023-03282023

CONTRACT NUMBER 2023-03282023

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1. GENERAL CONDITIONS
2. SPECIAL CONDITIONS
3. CONTRACTOR QUESTIONNAIRE
4. CONTRACT AND AGREEMENT FORM
5. CITY MAP

CITY OF WEST MIAMI

WEST MIAMI, FLORIDA

1.0 GENERAL CONDITIONS

1.0 PERFORMANCE OF WORK

The Contractor shall supply all labor, transportation materials, and equipment necessary for the entire proper and substantial completion of this work, and be accountable for the safe, proper and responsible operation within the City of West Miami for providing for Automated Sandbag truck (1) to (2) trucks on an "As-Need" basis for the term of the contract commencing **June 1, 2023 and ending on November 1, 2023** – During Hurricane Season or Flood Season, **upon an "Emergency Declaration" by the Office of the State of Florida Governor.**

All sandbags will be ordered by the City on an as need basis and should be readily available to the City within 12 hours. The Sandbag truck sought must provide for an Onsite fill and distribution without the costs of additional labor, delivery, filling, shoveling, bagging and clean up. The Sandbag process must provide for (1) person onsite continuously filling sandbags. The City will require the bidder the ability to produce 25lbs., 30lbs. and 40 lbs. by producing anywhere between 1,500 to 2,000 sandbags. Bidder will supply the sandbags. All mobile automatic sandbag filling orders will be delivered to the City of West Miami at the City's desired location with need for storage by the City of West Miami. Sandbags must be made of a high quality white woven polypropylene material with built in tie strings for easy closure. Bidder must have the capacity of filling 30lbs. and 40lbs. sandbags in 5 seconds or less. Sand must be made using premium quality sand, washed and screened for convenient use with high UV rating that allows life in sun and elements. Trucks must be deployed and filling on site to a City of West Miami designated locations within twelve (12) hours of the Notice to Proceed.

The City shall reserve the right to activate one or more staging areas as it deems appropriate and consistent with any upcoming activity/disaster and to assign the work in accordance with the provisions of the RFP as outlined above.

2.0 EXAMINATION OF PREMISES

Before submitting proposals for his work, each Bidder will be held to have examined the premises and satisfied himself as to the existing conditions under which he will be obligated to work, including all conditions which will in any way affect the work under the Contract, to include Hurricanes and Flood events 50 to 100-year storms.

3.0 CONCURRENT WORK

The City shall have complete access to the City's right of way areas and it shall be the responsibility of the Contractor to work with the City of West Miami to coordinate his/her work.

4.0 USE OF PUBLIC STREETS

The Truck(s) containing Sand will be limited to a space as designated by the City of West Miami in such a manner as to provide a minimum of inconvenience/interruption to the residents of the area. Any Spillage from trucks shall be immediately removed by the contractor.

5.0 EXISTING UTILITIES AND STRUCTURES

The Contractor shall be fully responsible for, and make good all damages to buildings, telephone or other cables, sewer, water pipes, pavement, driveways, walls sprinkler systems, survey markers, or other structures which may be encountered.

6.0 EXISTING LANDSCAPING

The Contractor shall be fully responsible for maintaining in good condition, existing trees, grass and shrubs situated within the designated right-of-way and on private property adjacent to the work.

7.0 EXISTING SIGNS, UTILITY CASTINGS AND MONUMENTS

All existing signs and utility castings shall be preserved and shall remain in the property of the City of West Miami. Those not reused shall be delivered to the Public Works Department, 901 SW 62nd Avenue. All monuments on private or public lands shall be preserved and not disturbed. Any monument which is disturbed shall be reset by a Registered Florida Land Surveyor.
Directional Signs for any resident pick-up will be accomplished by the City of West Miami once a location for Sandbag event is established.

8.0 STOCK PILING MATERIAL

Contractor shall not stock pile materials on the site under this contract and shall remove debris from within the City limits daily.

9.0 PERMITS

The Contractor shall obtain any required permit by the Office of the City Manager and/or his/her designee.

10.0 TRUCK CERTIFICATIONS OR MODIFICATIONS AND EXTRA WORK

Contractor will provide truck certifications for all trucks as required by FEMA to include Truck loads and total number of sandbags produced by each truck during any emergency declaration where services are needed. All equipment must have capacity certification certificate. If applicable, any/all trucks requiring the need to dispose of left over sand in a FEMA approved disposal site must have a signed removal and disposal slip from an authorized City Representative. Disposal tickets without a signature will not be paid. All disposal tickets from the disposal site must be submitted for payment of invoices. Bills for extras will be allowed only when work is ordered in writing or approved in advance by the office of the City Manager through the Director of Public Works. Work not contained in the Scope of work defined by the City and authorized in writing by the City Manager shall be documented and agreed to in price prior to its being performed. ***Work performed without authorization will not be paid.***

11.0 CLEAN-UP

The Contractor will be required to leave the work and adjacent areas free of any accumulated rubbish or surplus sand on a daily basis, unless otherwise directed by the Director of Public Works. In the event of failure or undue delay on the part of the Contractor, the Director of Public Works may employ such equipment and labor as may be necessary, and charge such costs against the Contractor, and deduct the amount from the moneys due to the Contractor for work performed.

12.0 PAYMENT

Payment will be made in full compensation for all work performed to include materials, and labor furnished and incidental expenses necessary to complete the work. Payment shall be made on submitted invoices with proper backup documentation and approval by City of West Miami Public Works Director. The City will retain ten percent (10%) of all invoices for final inspection by City of West Miami Director of Public Works. Final payment shall be made upon presentation of a complete package containing any permits, City of West Miami signed disposal tickets, truck certifications and FEMA approved site disposal tickets and release of liens from sub-contractors hired in the performance of this contract, if applicable.

13.0 ACCEPTANCE

Acceptance by the City shall not relieve the Contractor of the responsibility of maintaining any all documents for audits by City of West Miami, State of Florida and FEMA (Federal Emergency Management Agency) on the services rendered under this contract.

14.0 TRAFFIC MAINTENANCE

The Bidder upon direction by the City of West Miami shall provide all temporary, barricades signals, competent flag men, and etc., as required in accordance with the minimum requirements of the latest *Manual of Uniform Traffic Control Devices,* Chapter VI, whenever and wherever needed for pursuance of the project, and/or as directed by the Director of Public Works. The Contractor shall also coordinate these operations with the City of West Miami Public Works Department and Dade County Department of Transportation, or the Florida Department of Transportation as/if necessary and if applicable. The Contractor is hereby notified that the following roadways are under the jurisdiction of FDOT:

- SW 8th Street (Tamiami Trail);
- SW 57th Avenue (Red Road).

The following roadways are under County jurisdiction:

- SW 24 Street (Coral Way);
- SW 67th Avenue (Ludlam Road).

The following roads have dual County and City jurisdiction:

- SW 62nd Avenue;
- SW 16 Street.

It shall be the Contractor's responsibility to protect the public and workmen from construction originating hazards and the Contractors will hold the City harmless and indemnify the City from any injury to workers providing services under this contract.

15.0 INSPECTION

All trucks leaving to a FEMA approved disposal site must have a signed removal and disposal slip from an authorized City Representative. Disposal tickets without a signature will not be paid.

No trucks without truck certifications will be allowed to work within the City of West Miami. All truck modifications shall have a certified drawing of the modification and an approved truck certification for its capacity.

CITY OF WEST MIAMI

2.0 SPECIAL CONDITIONS

1.0 Scope of Work

The Contractor shall supply all labor, transportation materials, and equipment necessary for the entire proper and substantial completion of this work, and be accountable for the safe, proper and responsible operation of supply and producing sandbags upon an "Emergency Declaration" by the State of Florida, Office of the Governor, when/if a declaration is made by the State of Florida Office of the Governor during any threat of a Hurricane or Flood event of a 50–100-year storm.

2.0 Complete Project Required

The specifications describe the various items or classes of work required, enumerating or defining the extent of same where necessary. Failure to list any items shall not relieve the Contractor from furnishing, installing or performing such work, required by any part of the specifications or necessary for the satisfactory completion of the project.

3.0 Tentative Work Schedule

The Contractor shall submit, when requested by the City, schedules which show the order in which the Contractor proposes to carry out the work with dates for starting various parts of the work and the estimated completion dates.

4.0 Pre-Commencement Conference

After the Contract has been awarded and signed, but prior to commencement of work, a pre-commencement conference shall be held via telephone or video conference. The conference shall be attended by authorized representatives of the City and Contractor. The purpose of this conference will be to review the Contractor's submitted progress schedule, clarify jurisdiction and to acquaint all parties present with the authorized representatives to be notified. The progress schedule shall be furnished to the Director of Public Works prior to the conference date which will be established by the City. The Contractor will be notified in writing as to the date and place of the conference. Said Pre-Commencement Conference may include a demonstration of the Sandbag supply and operations.

5.0 Liquidated Damages

It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the specified time there shall be deducted from the compensation due to the Contractor the amount of one thousand dollars ($1000.00) per day as fixed, agreed and liquidated damages for each day elapsing beyond the specified time for completion or any authorized extension thereof. It is further agreed that said

sum is not a penalty but is the stipulated amount of damages sustained by the City.

6.0 Indemnification of City by Successful Bidder

The successful bidder shall indemnify and save the City harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of the Contract. The bidder shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments, including attorney's fees, which may issue thereon.

7.0 Contact Person

For any additional information regarding the specifications and requirements of this Contract, contact: JUAN PENA, Public Works Director at (305) 266-4214. The Contractor shall furnish the name, telephone number, pager number, and cellular phone number of the authorized representative(s) at the pre-construction conference.

8.0 Drug Free Workplace Requirement

The award of this Contract must comply with Ordinance 92-15 amending Section 2-8.1 of the Code of Metropolitan Dade County, Florida, effective March 17, 1992, which requires vendors to have a drug free workplace when a contract or purchase exceeds ten thousand ($10,000.00) dollars. All bidders submitting proposals in conjunction with this solicitation are advised that award of this Contract will be contingent upon receipt of an affidavit attesting to the firm advising each employee in writing of the following:

1. Dangers of drug abuse in the workplace
2. The firm's policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The bidder shall also require an employee to sign a statement, as a condition of employment, that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. The successful low bid vendor will be required to submit this information within fifteen (15) calendar days following written notification of intent to award. Failure to submit this sworn statement within the specified time frame will result in the proposal being rejected and award made to the next low bidder.

Any contract or transaction in violation of this Ordinance is void, and any person who willfully or knowingly supplies false information can be punished by a fine of up to five hundred ($500.00) dollars or may be considered to be in default of this Contract, or both.

NOTE: In accordance with Administrative Order 7-27, it is County's policy that if a Temporary Agency Employee has had a positive drug or alcohol test for six months from the date of their drug/alcohol screen, they shall be prohibited from working with the County and the Temporary Agency should be notified to send a replacement. Using Departments shall

immediately notify GSA-Procurement Management whenever this situation occurs.

9.0 Compliance with Federal Standards

All work to be performed under this bid shall be in accordance with all governmental standards, to include, but not limited to, those issued by the FEMA (Federal and State of Florida guidance), the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA) and minimum wage standards.

10.0 Work Schedule

An emergency work schedule will be issued by the Office of the Director of Public Works located at 901 SW 62 Ave, West Miami, Florida 33144.

11.0 Estimated Quantities

Estimated quantities are provided for the contractor's guidance only. No guarantee is expressed or implied as to quantities that will be used during the Contract Period. Estimates are based upon the City's needs. Said estimates may be used by the City for purposes of determining the quantities for meeting the needs of the proposed work.

12.0 Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best method practices (BMP's) are to prevail, and that only materials and workmanship of first quality are to be used. All interpretation of this specification shall be made upon the basis of this agreement.

13.0 Termination of Contract

The City shall have the authority to terminate the Contract in the event the Contractor does not perform within a reasonable time frame not to exceed thirty days (30) days from each inspection, in writing.

14.0 Secured Safety Area

Contractor shall provide a safe and secure area around the work site by means approved by the Director of Public Works. All work is to be performed inside safety area. City may ~~will~~ provide temporary "orange" fence area to separate the work areas.

15.0 Hurricane Preparedness

Contractor shall clean area and remove all supplies utilized in the preparation and issuance of the sandbags as soon as the successful bidder delivers 100% of the sandbags for distribution.

16.0 Damages to Existing Utilities and Structures

16.1 The Contractor shall contact 811 for utility locations and notify the City for locations of existing utilities within City properties. The Contractor shall be be responsible for protection of located to the character and depth of all marked utilities. The Contractor shall be responsible for and make good all damages to all pavement structures and utilities which are marked on the field. The cost of restoration shall be included in the unit price started in the proposal for the related work. No extras for restoration will be allowed.

16.2 The Contractor shall protect from damage all utilities, structures, surface and subsurface structures at or near the site of the work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to repair any such damage promptly, the City may have the necessary work performed and charge the cost thereof to the Contractor and the City shall have the right to terminate this contract for cause and non-performance under this contract.

16.3 At points where the Contractor's operations are adjacent to utility facilities, which if damaged, might result in expense, loss, disruption of service or other undue inconvenience to the public or to the City, work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall be solely and directly responsible to the City and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations.

16.4 The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain the name, address, and telephone number of each utility company to contact and shall submit to the City these said names and addresses.

16.5 The Contractor shall comply with the South Florida Building Code and City Code regarding precautions to be taken in the protection of existing vegetation, structure, utilities and improvements.

16.6 The Contractor shall maintain access to fire hydrants throughout the prosecution of the work. Hydrants shall be kept clear and kept visible at all times unless approved otherwise. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant.

16.7 The Contractor shall comply with the requirements of Section 114 of the Clean

Air Act and Section 308 of the Federal Water Pollution Control Act as well as other requirements specified in those Sections and regulations and guideline listed hereunder.

17.0 Existing Vegetation

The Contractor shall preserve existing vegetation and shall be responsible for all damage. Where vegetation must be removed or destroyed incident to the construction operation, the Contractor shall, after completion of the work replace or restore to the original condition all damages or destroyed vegetation, grassed areas to be replaced with sod. The cost of restoration shall be included in the unit price Bid stated in the proposal for the related work. No extras will be allowed for restoration.

18.0 Permits

The Contractor shall obtain all required occupational licenses, proof of insurance and permits referred to in this contract.

19.0 Sub-contracting Work

The successful contractor will not be allowed to sub-contract work for this contract with prior notice and authorization/approval by the City, for any work not within his capacity. The bidder shall have in their possession all equipment necessary to perform the work. Provide information of equipment to be utilized in performing the work.

20.0 Sanitary Facilities (not applicable)

The Contractor shall supply temporary (portable) sanitary facilities for use by the Contractor's personnel during the duration of work.

21.0 Stock Piling and Storage

No stock piling of material and or equipment on the job site will be allowed without prior written approval of the Director of Public Works or as stipulated in the contract specifications. Debris shall not be stockpiled under any circumstance, but shall be removed from the premises.

22.0 Placement of debris container (not applicable)

Due to the limited space in the Municipal complex, placement of any debris container shall require authorization from the Director of Public works.

23.0 Performance and Payment Bond

A Performance and Payment Bond shall be required by the Contractor with the City of

West Miami, in the full amount of the contract price, in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the contract and specifications therefore, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the contract and indemnifying and saving harmless said City of West Miami from any expense, loss, or cost arising from and out of the improper performance of said contract, including reasonable attorney fee and providing the City with a copy of the loss payers claim.

24.0 Insurance

The Contractor shall have and furnish to the City Workman's Compensation insurance to comply with the Florida Statutes with Employers Liability in the minimum limit of $300,000.00. The Contractor shall also have and furnish to the City of West Miami Public Liability and Contractual Liability Insurance for Bodily Injury in the minimum limits of One Million Dollars ($1,000,000.00) for Bodily Injury to each person and occurrence and further for minimum limits of Two Hundred Fifty Thousand Dollars ($250,000.00) for property damage liability on each occurrence , or the Contractor may have and furnish combined single limit coverage for both Bodily Injury and Property Damage Liability in a minimum limits of One Million Dollars ($1,000,000.00). All policies shall name the City of West Miami, Florida, as an additionally insured, and all shall be in forms and in insurance company or companies satisfactory to the City and shall protect the City from any loss due to any claim arising from or out of the contract work and shall be first approved by the City within five (5) days from the signing of the contract. Original policies or proper certificates of such coverage shall be filed with the City at the time of such approval to include Sub-Contractors.

25.0 Qualifications

The Contractor, before the award of Contract, may be required to establish that he has the necessary facilities, plant, experience and financial resources to perform the work in a satisfactory manner and maintain at his own expense in a sanitary condition such accommodation for the use of his employees as is necessary to comply with the requirements and regulations of the State Board Health or the Dade County Health Department and FEMA. He shall neither commit nor allow any public nuisance. He shall provide any adequate supply of drinking water for his employees.

26.0 The Contractor shall preserve from damage all property, public or private, by consequence of his operations, and whatever such damage occurs, shall be immediately restored to its original condition by the Contractor and at his own expense. In case of failure do to so, upon forty-eight (48) hours notice, the City may proceed to repair such damage as he may deem necessary, and charge the cost thereof to the Contractor under his Contract.

27.0 The Director of Public Works is to indicate the points of beginning, the order of procedure and schedule of work, so that maximum working time may be afforded the

Contractor with minimum interference with other work, or the normal use of streets or other facilities. As agreed in the stipulations of the contract by both parties.

28.0 If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the work with sufficient workmen and equipment to insure the prompt completion of the work, or shall perform the work unsuitably, or shall discontinue the prosecution of the work, or from any other cause whatsoever shall not carry on the work in an acceptable manner and in accordance with the terms of the Contract, it shall be deemed a breach of this contract and the City shall have the right to terminate this contract. In addition, the City may give notice in writing to the Contractor and his Surety of such dally, neglect, or default, and upon the Contractor's failure to comply with such notice, shall have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said Contract in an acceptable manner. All costs and charges incurred by the City, together with the costs of completing the work under Contract, shall be deducted from any money due or which may become due the Contractor, in cases where the expense so incurred by the City is less than the sum which would have been payable under the Contract. If the work has had been completed by the Contractor, then the Contractor shall be entitled to receive the difference. In cases where such expenses exceed the sum that would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the City the amount of said excess.

29.0 The Contract will not be executed, nor will payments be made to the Contractor unless Contractor has furnished proof to the City of West Miami that said sub-contractor holds a valid license issued for required within the State of Florida.

3.0 CONTRACTOR'S QUESTIONNAIRE

COMPANY NAME: ESR, LLC PRINCIPAL OFFICER Albert Sotero

COMPANY ADDRESS: 14150 SW 129 Street, Miami, Florida 33186

TELEPHONE NUMBER: 305 205-3674

YEARS IN BUSINESS UNDER PRESENT NAME: 1 year

PRIMARY TYPE OF WORK YOUR FIRM ENGAGES IN: Emergency Sandbag Distribution

YEAR EXPERIENCE AS A CONTRACTOR: 25 plus

LIST OTHER TYPES OF WORK FIRM ENGAGES IN: None

LIST ANY LICENSES YOUR FIRM HOLDS (BY CITY, COUNTY, ETC) AND ENCLOSE COPIES:

Miami-Dade County Local Business Tax # 7649125

LIST THE LAST FIVE MAJOR CONTRACTS YOUR FIRM HAS COMPLETED THAT ARE SIMILAR TO WORK DESCRIBED IN THESE SPECIFICATIONS:

AMOUNT	DATE	TYPE	CONTACT PERSON & NUMBER
$130,000	10/14/22	Ongoing open contract	Maestre Construction (Angel (305) 720-0022)

HAS YOUR FIRM DEFAULTED ON A CONTRACT? No (IF YES, GIVE DETAILS ON SEPARATE SHEET).

HAS AN OFFICER OF YOUR COMPANY DEFAULTED ON A CONTRACT? No
(IF YES, GIVE DETAILS ON SEPARATE SHEET).

LIST EQUIPMENT YOUR FIRM HAS FOR USE IN CONTEMPLATED WORK (ON SEPARATE SHEET).

3 - 22 Ton rear-end dump trucks with automatic sand dispensing tailgate that will be allocated solely to the City of West Miami.

4.0 Contract Agreement

THIS AGREEMENT, made this 27 day of March, 2023, by and between City of West Miami, hereinafter called "OWNER" and ESR, LLC, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "CONTRACTOR".

WITNESS TO: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the work described and shall supply all labor, transportation materials, and equipment necessary for the entire proper and substantial completion of this work, and be accountable for the safe, proper and responsible operation in accordance with State of Florida requirements as of June 1st, 2023 work per submitted CONTRACT BID and specifications of the City of West Miami.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within twelve (12) hours notification by the City of West Miami, Office of the City Manager or his/her designee after an “Emergency Declaration” is made by the Office of the Governor and will complete the same within two (2) calendar days, unless the period for completion is extended otherwise by the Office of the City Manager.

4. The CONTRACTOR agrees to perform all of the WORK described in the Contract Solicitation DOCUMENTS and comply with the terms therein:
25 lbs per bag: Fifteen Dollars twenty-five cents. 40 lbs per bag: Twenty-four Dollars and Forty cents.
30 lbs per bag: Eighteen Dollars thirty cents

5. The CONTRACTOR, by proffering this PROPOSAL, WARRANTS and CERTIFIES that the COST of complying with FLORIDA TRENCH SAFETY ACT is included and part or the TOTAL AMOUNT of BID under Article Four (4) of this Agreement.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. Contractor shall provide adequate notice to the City of the number of crew members/workers providing services under this contract and shall supply the City with adequate assurance that all wages have been paid to individual workers or subcontractors. This Contract incorporates by reference all terms and conditions of the

solicitation documentation.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (three copies) each of which shall be deemed an original on the date first above written.

(Seal)

OWNER: City of West Miami

BY: _____

Name: Yolanda Aguilar
Title: City Manager

ATTEST:

Name: _____

_____
(Please type)

Title: _____

(Seal)

Contractor: ESR, LLC

Name: Albert Sotero
(Please type)

Address: 14150 SW 129 St
Miami, Fl. 33186

ATTEST: _____

Name: Albert Sotero
(Please type)

Title: President

Contract #2023-03282023

JUAN MANUEL MALAGON
Notary Public - State of Florida
Commission # HH 350006
My Comm. Expires Jan 17, 2027
Bonded through National Notary Assn.

000528

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7355087

BUSINESS NAME/LOCATION

ESR LLC
14150 SW 129TH ST
MIAMI FL 33186–5310

RECEIPT NO.

NEW
7649125

EXPIRES
SEPTEMBER 30, 2023

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER

ESR LLC
C/O ALBERT SOTERO MGR

SEC. TYPE OF BUSINESS

213 SERVICE BUSINESS

PAYMENT RECEIVED BY TAX COLLECTOR

$75.00 02/28/2023
INT–23–288969

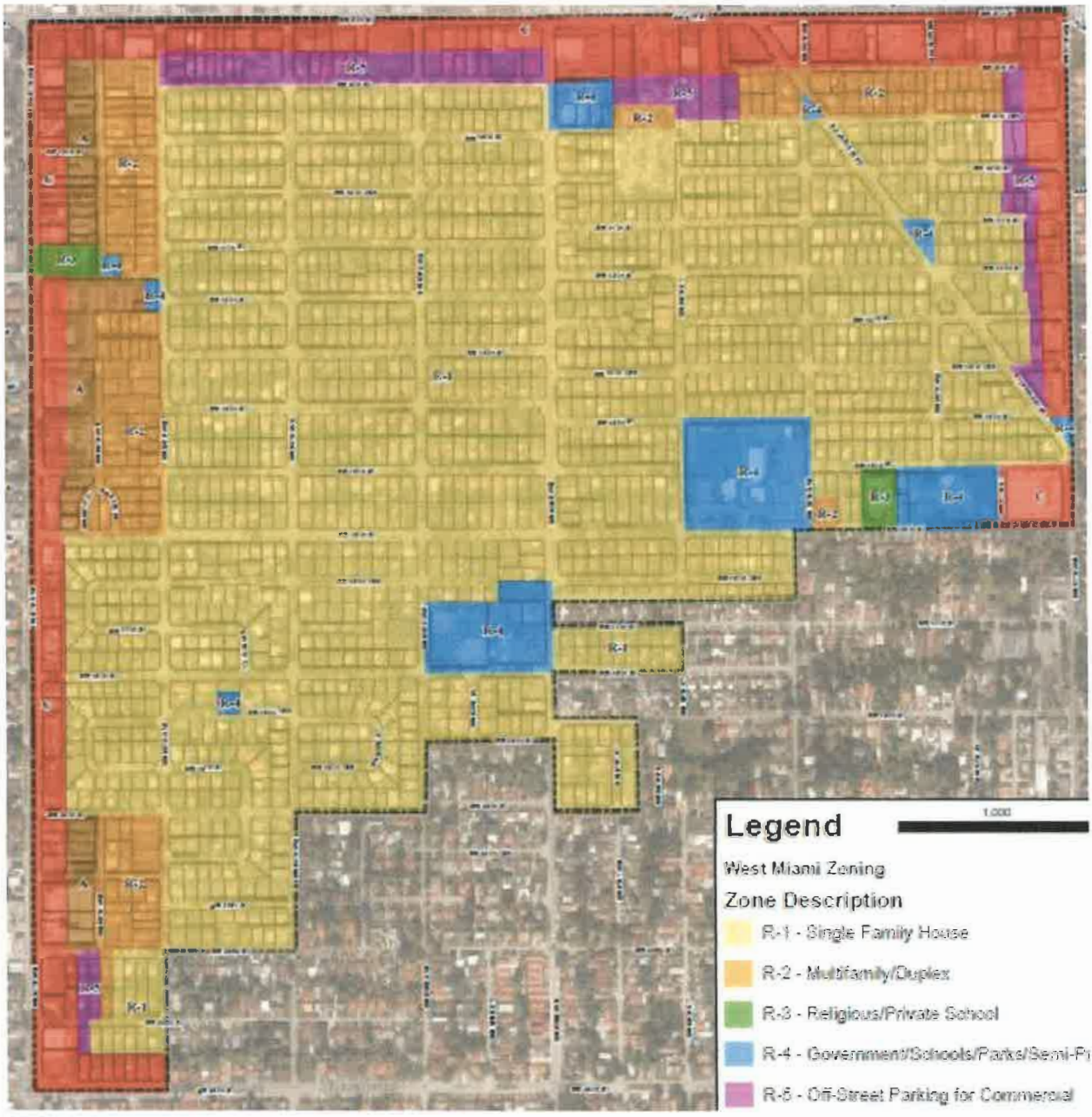
Employee(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

6.0 CITY MAP


Legend
West Miami Zoning
Zone Description
R-1 - Single Family House
R-2 - Multifamily/Duplex
R-3 - Religious/Private School
R-4 - Government/Schools/Parks/Semi-Pr
R-5 - Off-Street Parking for Commercial

RESOLUTION # 2023-26

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI APPROVING THE RECOMMENDATION OF THE CITY MANAGER TO AWARD A CONTRACT TO A SINGLE RESPONDENT, ESR, INC., FOR EMERGENCY SANDBAGS TO BE DISTRIBUTED TO CITIZENS WITHIN THE CITY OF WEST MIAMI IN CASE OF EMERGENCY CONDITIONS THAT MIGHT LEAD TO FLOODING AND OTHER CATASTROPHES, IN THE AMOUNT OF $27,450.00; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, flooding is the most common natural disaster that can occur anywhere at any time; and

WHEREAS, traditional sandbags are an effective method to deflect water and help protect structures from flooding; and

WHEREAS, the City of West Miami advertised a Request for Proposal number 2023-03282023 to qualified entities to supply emergency sandbag service to the City in case of national disasters; and

WHEREAS, the submittal date for the Request for Proposal was March 28, 2023 at 2:00 p.m., with only one company, ESR, Inc., responding to the solicitation with a bid amount of $27,450.00; and

WHEREAS, the City Manager has recommended the project be awarded to ESR, Inc., as the most responsive, responsible bidder; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of West Miami as follows:

Section 1. The aforementioned statements are true and correct and adopted as is fully stated herein.

Section 2. The City Commission hereby accepts the recommendation of the City Manager to award the contract in amount of $27,450.00 to ESR, Inc. as the most responsive, responsible bidder.

Section 3. This Resolution shall take effect immediately upon passage by the City Commission and signature of the Mayor.

PASSED AND ADOPTED this 19th day of April, 2023.

APPROVED:

ERIC DIAZ-PADRON, MAYOR

ATTEST:

ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND SUFFICIENCY:

JOSE A. VILLALOBOS, CITY ATTORNEY

ROLL CALL VOTE:

This Resolution was offered by Vice-Mayor Blanes who moved its adoption. The motion was seconded by Commissioner Blanca. The vote was as follows:

MAYOR ERIC DIAZ-PADRON	**Y**
VICE-MAYOR JUAN M. BLANES	**Y**
COMMISSIONER CANDIDA BLANCA	**Y**
COMMISSIONER IVAN CHAVEZ, JR.	**Y**
COMMISSIONER LUCIANO SUAREZ	**Y**

4.0 Contract Agreement

THIS AGREEMENT, made this 27 day of March, 2023, by and between City of West Miami, hereinafter called "OWNER" and ESR, LLC, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "CONTRACTOR".

WITNESS TO: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the work described and shall supply all labor, transportation materials, and equipment necessary for the entire proper and substantial completion of this work, and be accountable for the safe, proper and responsible operation in accordance with State of Florida requirements as of June 1st, 2023 work per submitted CONTRACT BID and specifications of the City of West Miami.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within twelve (12) hours notification by the City of West Miami, Office of the City Manager or his/her designee after an "Emergency Declaration" is made by the Office of the Governor and will complete the same within two (2) calendar days, unless the period for completion is extended otherwise by the Office of the City Manager.

4. The CONTRACTOR agrees to perform all of the WORK described in the Contract Solicitation DOCUMENTS and comply with the terms therein:

25 lbs per bag: Fifteen Dollars twenty-five cents. 40 lbs per bag: Twenty-four Dollars and Forty cents.

30 lbs per bag: Eighteen Dollars thirty cents

5. The CONTRACTOR, by proffering this PROPOSAL, WARRANTS and CERTIFIES that the COST of complying with FLORIDA TRENCH SAFETY ACT is included and part or the TOTAL AMOUNT of BID under Article Four (4) of this Agreement.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. Contractor shall provide adequate notice to the City of the number of crew members/workers providing services under this contract and shall supply the City with adequate assurance that all wages have been paid to individual workers or subcontractors. This Contract incorporates by reference all terms and conditions of the

solicitation documentation.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (three copies) each of which shall be deemed an original on the date first above written.

(Seal)

OWNER: City of West Miami

BY: _____

Name: Yolanda Aguilar

Title: City Manager

ATTEST:

Name: Annery Gonzalez
ANNERY GONZALEZ
(Please type)

Title: City Clerk 4/20/2023

(Seal)

Contractor: ESR, LLC

Name: Albert Sotero
(Please type)

Address: 14150 SW 129 St
Miami, Fl. 33186

ATTEST: _____

Name: Albert Sotero
(Please type)

Title: President

Contract #2023-03282023

JUAN MANUEL MALAGON
Notary Public - State of Florida
Commission # HH 350006
My Comm. Expires Jan 17, 2027
Bonded through National Notary Assn.

RESOLUTION # 2023-109

A RESOLUTION OF THE CITY OF WEST MIAMI AMENDING RESOLUTION # 2023-26 OF APRIL 19TH, 2023 WITH ESR, INC. PER SCHEDULE OF VALUES; PROVIDING THAT SAID AMOUNT SHALL BE ADJUSTED TO ANY LOWER AMOUNT CHARGED TO ANY OTHER PUBLIC INSTITUTION; AUTHORIZING THE CITY MANAGER TO EXECUTE A REVISED CONTRACT FOR A TERM OF THREE YEARS (3) ATTACHED HEREIN AS EXHIBIT A; PROVIDING FOR INSURANCE; PROVIDING FOR HOLD HARMLESS AGREEMENT AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, flooding is the most common natural disaster that can occur anywhere at any time; and

WHEREAS, traditional sandbags are an effective method to deflect water and help protect structures from flooding; and

WHEREAS, the City of West Miami advertised a Request for Proposal number 2023-03282023 to qualified entities to supply emergency sandbag service to the City in case of national disasters; and

WHEREAS, the City Manager recommended the project be awarded to ESR, Inc., as the most responsive, responsible bidder.

WHEREAS, the City Commission desires to amend and restate the terms and conditions of Resolution # 2023-26 and original contract

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of West Miami as follows:

Section 1. The aforementioned statements are true and correct and adopted as is fully stated herein.

Section 2. The City Commission hereby accepts the recommendation of the City Manager to award the contract to ESR, Inc. for a term of Three (3) years, attached as Exhibit A.

Section 3. Notwithstanding the contract amount described herein above, the contractor will agree to amend this amount should a lower cost for these services is charged to other public institution.

Section 4. This Resolution shall take effect immediately upon passage by the City Commission and signature of the Mayor.

PASSED and **ADOPTED** this 29th day of November, 2023.

APPROVED:

ERIC DIAZ-PADRON, MAYOR

ATTEST:

ANNERY GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND SUFFICIENCY:

JOSE A. VILLALOBOS, CITY ATTORNEY

ROLL CALL:

This Resolution was offered by Commissioner Chavez, who moved its adoption. The motion was seconded by Commissioner Vice-Mayor Blanes. The vote was as follows:

MAYOR ERIC DIAZ-PADRON	**Y**
VICE -MAYOR JUAN M. BLANES	**Y**
COMMISSIONER CANDIDA BLANCA	**Y**
COMMISSIONER IVAN CHAVEZ, JR.	**Y**
COMMISSIONER LUCIANO L. SUAREZ	**Y**

Budget Amendment Form

Department : Utilities Administration	**Date :** 5/14/2024
Fund(s) to be changed: Enterprise Fund	

GL Account	GL Line Item	Project:	Transfer to:	Transfer from:
430.30.533.4900	Miscellaneous Expense	EMS24-01	$ 20,000.00	
430.00.389.3890	Appropriation of Fund Balance			$ 20,000.00
TOTAL (Columns must be equal)			**$ 20,000.00**	**$ 20,000.00**

Description:

Transfer Enterprise Fund Balance to Miscellaneous Expense for Sandbags - Project#EMS24-01

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY: Commissioner Rachel Streitfeld

SUBJECT: **A Resolution Approving an Agreement with SOP Technologies (Eddie Lopez Technologies, LLC) in the amount of $150,000 to Design, Fabricate, and Install Storm Drain Inlet Filters, Phase II of the Stormwater Inlet Filter Installation Project - *Village Manager Ralph Rosado, PhD, AICP (Capital Improvement Project Manager Delroy Peters)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH EDDIE LOPEZ TECHNOLOGIES, LLC D/B/A SOP TECHNOLOGIES FOR THE PURCHASE AND INSTALLATION OF STORMWATER INLET FILTERS IN AN AMOUNT NOT TO EXCEED $150,000; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Professional Service Agreement with SOP Technologies to design, fabricate and install storm drain inlet filters for Phase II.

BACKGROUND AND ANALYSIS

North Bay Village's storm drain system requires an upgrade to effectively collect and treat surface runoff. Fallen leaves and debris may wash into the drain system, especially during a rain event, and ultimately end up in Biscayne Bay. The storm structures require frequent maintenance to prevent these organic materials and sediments from being carried to outfall discharge points into the Bay waters.

Inlet filters prevent trash, leaves, and debris from entering the storm drainage system. Their use can significantly reduce pollution load as the filter basket retains nitrogen and phosphorous when it captures the trash, leaves, and sediments. Because of less cleaning of the storm drainage system with filter baskets in use, there is an overall reduction in the cost of maintaining the storm drain system. Application of the filter also leads to decreased flooding incidents as the stormwater can flow freely through the storm sewer system.

The Village received a grant of $150,000 from the Florida Department of Environmental Protection (FDEP) and implemented phase I of the Stormwater Inlet Filter Installation Project, installing 48 filters on North Bay Island and Treasure Island. The project is near completion, with 32 filters already installed, and the vendor will complete the project by the end of April 2024.

The Village received a second grant of $150,000 from FDEP to carry out phase II of the project and install 45 additional filters Village-wide. SOP Technologies sent a second proposal (see WO1 attached) to design, fabricate, and install the filters in the 45 catch basins. These filters use patented technology (Sole Source Letter), and the vendor will customize the filters per catch basin location.

Staff will fund the project using the America Rescue Plan Act (ARPA). Storm Drain Inlet Filters Phase II Project# ARPA24-04 - Stormwater Improvements,(317.20.525.6307), for $150,000. A State appropriation of $150,000 will become available to reimburse the cost of the inlet filter. The Village received a contractual agreement from the state for the said amount.

Pursuant to §35.26 (H) Sole source procurement. A *contract may be awarded without competition when the Village Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Village Manager shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a written public record and shall list each contractor's name, the amount and type of each contract.*

It is recommended that the Village Commission approve the work order for SOP Technologies to design, fabricate, and install the 45 inlet filters in the amount of $150,000, which will include 12 months of data collection and analysis.

This project demonstrates the Pillar of Resilience.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
This project will be funded by America Rescue Plan Act (ARPA) funds. Transfer from Project#SI23-02, SSES Evaluation Repairs (317.20.525.6532) $150,000, and Transfer to Project#ARPA24-04, Stormwater Improvements (317.20.525.6307).

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution-SW Inlet Filter Project II SOP Techn.DOCX
WO SOP.24.01_Revised-05-07-24_2.pdf
Exhibit A - SOP Techn. - SW Inlet Filters - Phase 2.DOCX
Reso Exhibit C BA - Storm Drain Inlet Filters Phase II.pdf
SOP Technologies - Sole Source Letter - 2024-03-14.pdf

RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH EDDIE LOPEZ TECHNOLOGIES, LLC D/B/A SOP TECHNOLOGIES FOR THE PURCHASE AND INSTALLATION OF STORMWATER INLET FILTERS IN AN AMOUNT NOT TO EXCEED $150,000; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in September 2017, North Bay Village (the "Village") conducted a feasibility study to identify best practices for improving storm and wastewater management in the Village and found that installation of drainage inlet filters could provide benefits to the Village's stormwater infrastructure; and

WHEREAS, in 2023, the Village received funding from the Florida Department of Environmental Protection ("FDEP") for the installation of stormwater inlet filters throughout the Village (the "Project") in efforts to reduce stormwater management costs, prevent pollution, and prevent flooding caused by debris and pollution in the Village's stormwater systems; and

WHEREAS, on March 8, 2023, the Village Commission adopted Resolution 2023-031 approving the purchase and installation of stormwater inlet filters from Eddie Lopez Technologies, LLC d/b/a SOP Technologies (the "Contractor") for Phase I of the Project; and

WHEREAS, the Village desires to purchase additional stormwater inlet filters for Phase II of the Project; and

WHEREAS, the type of stormwater filters being installed incorporate a patented design technology that is only available from the Contractor; and

WHEREAS, Section 36.25(H) of the Village Code of Ordinances (the "Code") provides that a contract may be awarded without sealed bidding upon a determination by the Village Manager that there is only one source for the required purchase; and

WHEREAS, the Village requested and the Contractor submitted a work order (the "Work Order") for Phase II of the Project in the amount of $150,000, which is attached hereto as Exhibit "B"; and

WHEREAS, pursuant to Section 36.25(H) of the Village Code, the Village Commission desires to approve an agreement with the Contractor, in substantially the form attached hereto as Exhibit "A" (the "Agreement"), for the purchase and installation of the filters for Phase II of the Project in an amount not to exceed $150,000, consistent with the Work Order attached hereto as Exhibit "B"; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the "Budget"); and

WHEREAS, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this Resolution, by authorizing the line-item transfers as further provided in Exhibit "C" attached hereto and incorporated herein; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the Agreement and Work Order attached hereto as Exhibits "A" and "B" for the purchase and installation of the filters for Phase II of the Project.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement in an amount not to exceed $150,000, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution.

Section 4. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line-item transfers as further provided in Exhibit "C" attached hereto and incorporated herein.

Section 5. Implementation. That the Village Manager, Village Clerk, and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. SOP.24.01

Dated this day of 2024

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

NBV Stormwater Inlet Filters and QR Code Storm Drain Markers-Phase II

PROFESSIONAL SERVICES

This Task Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and SOP Technologies (DBA of EDDIE LOPEZ TECHNOLOGIES LLC), a limited liability company authorized to transact business in Florida ("CONSULTANT"), is pursuant to the Florida Department of Environmental Protection Agreement Number LPA0345.

PROJECT DESCRIPTION

The VILLAGE intends to reduce roadway flooding and prevent pollutants from entering Biscayne Bay by installing custom, patented upward-flow drainage filters on existing storm inlets. This will help reduce the amount of debris and litter entering the stormwater drainage system and will improve water quality in the environmentally sensitive Biscayne Bay and the Biscayne Aquifer. Also, the VILLAGE intends to use QR Code Storm Drain Markers to enhance public education and outreach efforts relating to stormwater, and to provide an efficient method for community members to share what they are seeing at storm drains throughout the village. Attached Exhibit D is a Sole Source letter with additional details about these patented technologies.

The Project consists of installing the stormwater drainage filters on existing storm inlets throughout North Bay Village, installing patented QR Code Storm Drain Markers, providing software services associated with the storm drain markers, and to conduct data analysis for a period of 12 months following the installation of the stormwater filters and drain markers.

CONSULTANT has already installed stormwater filters in North Bay Village. This project is to expand technology implementations to more sites throughout the village.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, physical products, software, and other services furnished by the CONSULTANT. It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order.

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as Exhibit C of this task order. The schedule shall include estimated start and end dates for project tasks, based on the best available information.

The CONSULTANT shall submit a final project schedule to the VILLAGE, for approval, within ten business days after receiving the Notice to Proceed (NTP) and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include field measurements for 3D scanning, technical product design, installations, data analysis, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- VILLAGE Public Works Department
- VILLAGE Capital Improvements Projects Department

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Task 1 - Taking Inlet Measurements

- Conducting 3D scans of 45 existing stormwater catch basins. SOP Technologies has performed this work for stormwater filters implemented in 2023 and 2024 and will use the same processes.

Task 2 – Product Manufacturing & Delivery

- Designing and manufacturing the 45 patented stormwater filters to fit in existing infrastructure.
- Manufacturing 45 QR Code Storm Drain Markers.
- Adding QR Code locations to the SOP Technologies web application.
- Maintaining the web application for continued use by VILLAGE residents and employees.

Task 3 - Installation

- Installing 45 stormwater basket filters.
- Installing 45 QR Code Storm Drain Markers.

Task 4 - Monitoring & Data Analysis

- Quantifying debris and litter captured by the stormwater filters during a period of 12 months.

DELIVERABLES

Task 1 – Taking Inlet Measurements - Deliverables

- The CONSULTANT shall provide VILLAGE employees with a map of the locations to be measured and obtain approval before conducting field measurements and 3D scanning.
- The CONSULTANT shall obtain all required permits from the VILLAGE, regulatory agencies, and authorities having jurisdiction, for this project.
- The CONSULTANT shall provide VILLAGE employees with a map of the locations measured and access to an online folder containing the 3D scans of infrastructure (i.e. stormwater catch basin portions needed to design stormwater filters).
- The CONSULTANT shall identify key constructability issues.
- The CONSULTANT shall schedule recurring meetings to provide project updates via emailed documents at least once per month for the duration of the project.

Task 2 – Product Manufacturing & Delivery - Deliverables

- The CONSULTANT shall provide VILLAGE with 45 SOP Technologies patented stormwater filters.
- The CONSULTANT shall provide VILLAGE with 45 SOP Technologies patented QR Code Storm Drain Markers and associated web application access.

Task 3 – Installation - Deliverables

- The CONSULTANT shall obtain all required permits from the VILLAGE, regulatory agencies, and authorities having jurisdiction, for this project.
- The CONSULTANT shall obtain approval from VILLAGE for product installation and install the stormwater filters and QR Code Storm Drain Markers.
- The CONSULTANT shall provide photos of the installed products.

Task 4 – Monitoring & Data Analysis - Deliverables

- The CONSULTANT shall conduct data analysis work at the locations with stormwater filters for a period of 12 months. The frequency of analysis shall be at least once per month.
- The CONSULTANT shall provide VILLAGE with reports showing debris captured, litter identified, and nutrient load reductions afforded by the stormwater filters.
- The CONSULTANT shall assist VILLAGE employees in the creation of documents needed for state reporting relating to this project.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to sites for implementing the Stormwater Filters and QR Code Storm Drain Markers, and provide feedback needed for software setup needs.
- It is the CONSULTANT's responsibility to conduct field measurements and implement mechanical engineering and software engineering best practices for product design.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types requested by the VILLAGE. The VILLAGE will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 within 60 days of the written Notice to Proceed. Task 2-4 schedules shall be determined based on the review of infrastructure and 3D scan data from Task 1.

PROJECT FUNDING

The performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total amounts payable by VILLAGE for each item of work by the CONSULTANT and reimbursable expenses, if any, and sub-consultant fees, if any, are shown in Exhibit A attached hereto and made a part hereof. Pay requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE Project Manager and copy the VILLAGE's Director of Public Works and accounts payable department via email (Pwdocuments@nbvillage.com). Pay application requests shall be submitted as products and services are rendered.

TERMS OF COMPENSATION

Products and services will be provided for the following Not-to-Exceed amounts:

Task 1 – Taking Inlet Measurements	$3,200
Task 2 – Product Manufacturing & Delivery	$123,705
Task 3 – Installation	$3,840
Task 4 – Monitoring & Data Analysis	$19,255
Grand Total	$150,000

VILLAGE CONTACTS

Requests for payments should be sent to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com and the VILLAGE's Project Manager and Director of Public Works. All other correspondence and submittals should be sent to the Project Manager, at the address shown below. Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado
TITLE: Village Manager

BY:
Name: Elora Riera
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

CONSULTANT/CONTRACTOR

SOP TECHNOLOGIES (DBA of Eddie Lopez Technologies LLC), a Florida Limited Liability Company authorized to transact business in Florida.

Authorized company representative

Print Name: Emilio Lopez Signature: _____ Title: CEO

Witness

Print Name: _____ Signature: _____

Notary Public

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____ as _____ for _____, a _____ company.

(SEAL)

(Signature of Notary Public – State of Florida)

_____

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

Exhibit A – Pricing for Products and Services

Sample Product Images and Additional Pricing Details

Task 1 – Taking Inlet Measurements • Measurements for Basket Filters: $3,200	$3,200
Task 2 – Product Manufacturing & Delivery • Stormwater Basket Filters: $121,455 • Product Shipping & Handling: $2,250	$123,705
Task 3 – Installation • Installation of Basket Filters: $3,840	$3,840
Task 4 – Monitoring & Data Analysis • Basket Filters Data Analysis o $26,880 minus $7,625 Discount = $19,255	$19,255
Grand Total	**$150,000**

Sample product images







Item	Description	Price Per Unit	Quantity	Extended Price
Stormwater Basket Filters	- SOP Technologies Patented Stormwater Basket Filters. - Note: The price shown is the average per-unit price.	$2,699.00	45	$121,455.00
Product Shipping & Handling	- Packaging and shipping stormwater filters to North Bay Village.	$50.00	45	$2,250.00
Measurements for Basket Filters	Taking 45 catch basin measurements, in order to manufacture basket filters. Estimating 2 day(s) for 2 workers to complete the work. Daily rate is $1600.	$71.11	45	$3,200.00
Installation of Basket Filters	Installing 45 basket filters. Estimating 2 day(s) for 2 workers to complete the work. Daily rate is $1920.	$85.33	45	$3,840.00
Basket Filters Data Analysis	Analysis of stormwater filters to quantify debris, trash, TP and TN load reductions provided by stormwater basket filters. Total sites for analysis is 20. This includes removal of debris during analysis activities. Analysis and maintenance frequency is 2 time(s) per month for a duration of 12 months.	$26,880.00	1	$26,880.00
QR Code Storm Drain Markers included with Stormwater Filters	***Included with stormwater filters purchase at no extra charge.*** - SOP Technologies Patent Pending QR Code Storm Drain Markers (1 per stormwater filter). - Customizing website logo and text for your landing page. - Customizing the post-form-submission page. - Web app service.	**$0.00**	**45**	**$0.00**
Community Outreach	***Included with stormwater filters purchases at no extra charge.*** - Notifying local environmental groups about your project. - Sharing about your project on social media.	**$0.00**	**1**	**$0.00**
Discount	***Discount to meet your team's desired budget objectives.***	**-$7,625.00**	**1**	**-$7,625.00**
Taxes	- Not applicable for government entities.	$0.00	0	$0.00
			Grand Total	**$150,000.00**

Special Notes
- The Price Per Unit for Measurements for Basket Filters and Installation of Basket Filters has increased when compared to the project Phase I. - A discount of $7,625 is being provided to help meet your team's desired budget objectives. Discount is being applied to data analysis services, so they extend for a full 12 months. - If there are inlets where a smaller width or length basket filter is needed but there is extra space to add more depth, we will aim to increase the depth of the basket filter. Adding depth will allow the basket filter to hold more debris; by doing so, the frequency of maintenance / collection activities will decrease and will save the village money in the long run.

Exhibit B – Location Map

This project will focus on the areas of Harbor Island and Treasure Island highlighted below.

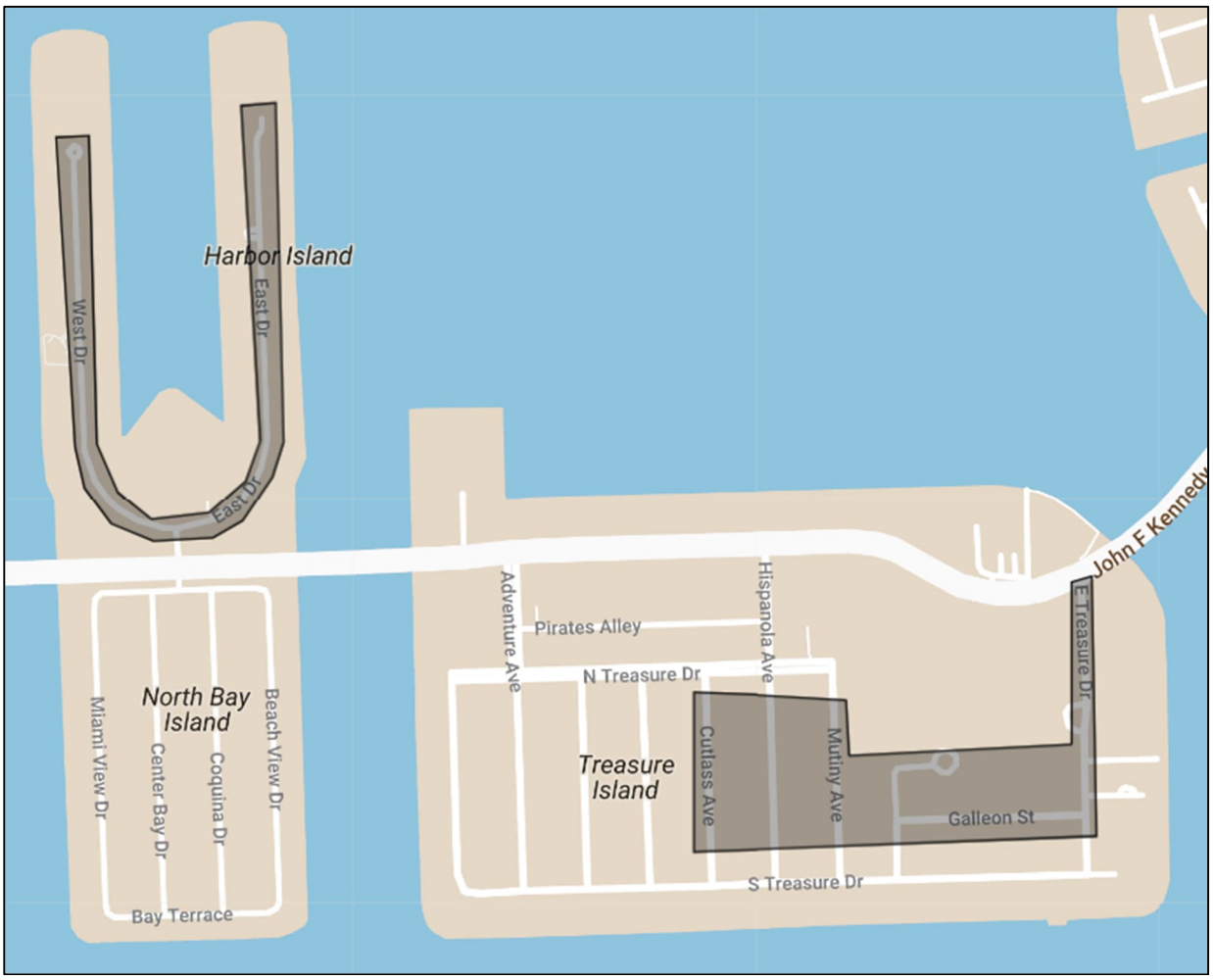


Exhibit C – Project Tentative Schedule

This schedule assumes that a Notice to Proceed will be provided on or before May 1, 2024.

Task	Start date	End date
Task 1: Taking Inlet Measurements	May 1, 2024	Jun 30, 2024
Task 2: Product Manufacturing & Delivery	Jun 30, 2024	Oct 28, 2024
Task 3: Installation	Oct 28, 2024	Nov 18, 2024
Task 4: Monitoring & Data Analysis	Nov 18, 2024	Nov 18, 2025

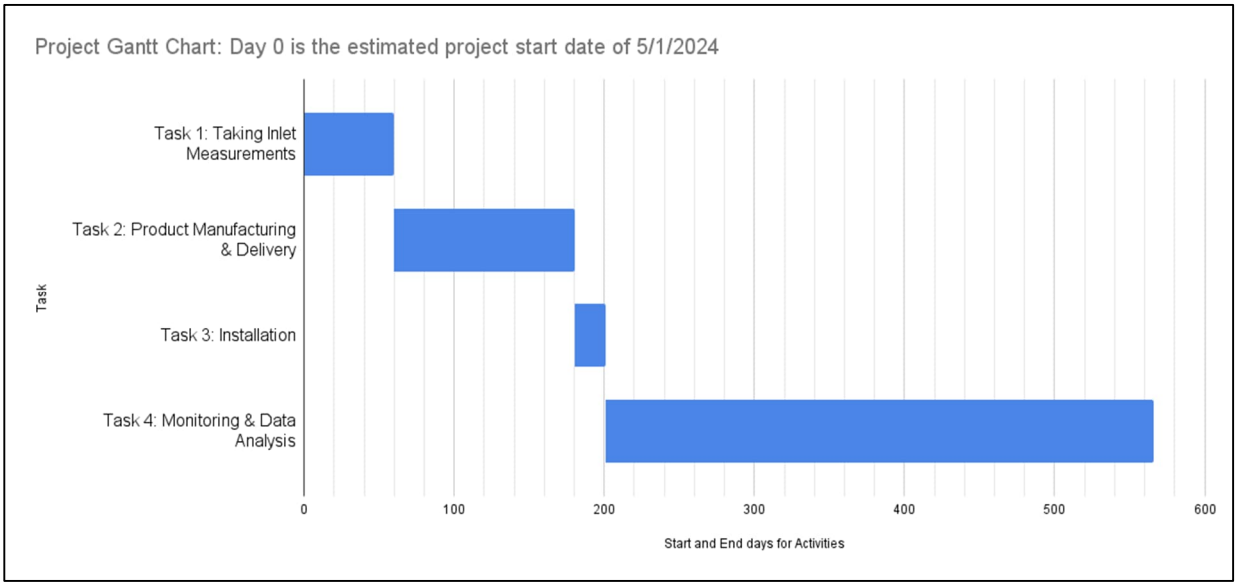


Exhibit D – Sole Source Letter as a Separate Attachment

Image of Page 1 of the Sole Source Letter

SOP Technologies
www.soptechint.com
251 Valencia Ave, #143501 Coral Gables, FL 33114
305-792-8778 info@soptechint.com

March 14, 2024

To:
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Dear North Bay Village Manager and Council Members,

This letter is to confirm that our stormwater filter designs with an upward flow are patented, and we are sole source providers for the technology. SOP Technologies' stormwater filters have therefore been approved for purchase as sole source procurements. The reference for our patent is U.S. Patent No. 8,017,006. We have also included a copy of the "sole source" designations approved by the City of Sunrise, City of Miami, City of Key West, City of South Miami and City of Aventura.

Also, our QR Code Storm Drain Markers and related software are patented, and the reference for our patent is U.S. Patent No. 11,769,027.

To provide additional details, the pages that follow include photos of some of the ways our Patented Stormwater Filters can be used at stormwater curb inlets, under grates as a basket, and at basin structures to prevent debris from entering stormwater pipes. Also, sample images show examples of our Patented QR Code Storm Drain Markers and the associated software used by the public and Public Works departments.

If there are any additional questions, please feel free to contact us.

Sincerely,

Emilio

Emilio Lopez, CEO
SOP Technologies

STORMWATER FILTER AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

EDDIE LOPEZ TECHNOLOGIES, LLC (DBA SOP TECHNOLOGIES)

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2024 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **EDDIE LOPEZ TECHNOLOGIES, LLC (DBA SOP TECHNOLOGIES)**, a Florida Limited Liability Company (hereinafter, the "Contractor").

WHEREAS, in September 2017, North Bay Village (the "Village") conducted a feasibility study to identify best practices for improving storm and wastewater management in the Village and found that installation of drainage inlet filters could provide benefits to the Village's stormwater infrastructure; and

WHEREAS, in 2023, the Village received funding from the Florida Department of Environmental Protection ("FDEP") for the installation of stormwater inlet filters throughout the Village (the "Project") in efforts to reduce stormwater management costs, prevent pollution, and prevent flooding caused by debris and pollution in the Village's stormwater systems; and

WHEREAS, on March 8, 2023, the Village Commission adopted Resolution 2023-031 approving the purchase and installation of stormwater inlet filters from the Contractor for Phase I of the Project; and

WHEREAS, the Village desires to purchase additional stormwater inlet filters for Phase II of the Project; and

WHEREAS, the type of stormwater filters being installed incorporate a patented design technology that is only available from the Contractor; and

WHEREAS, the Contractor will perform services on behalf of the Village, all as further set forth in the Work Order, attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Village and Contractor, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

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

1. <u>Scope of Services</u>.

1.1. Contractor shall provide the Services set forth in the Work Order attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

1.2. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through November 18, 2025, unless earlier terminated in accordance with Paragraph 8.

2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Contractor shall be in accordance with the Work Order attached hereto as Exhibit "A."

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

3.3. Refund for Faulty Stormwater Filters.

3.3.1. In the event that the stormwater under grate basket filters or stormwater curb filters fail to operate effectively, as determined under Section 3.3.2 below, the Contractor shall reimburse the Village for the full value of the stormwater under grate basket filter or curb filter, including removal, replacement and/or installation costs.

3.3.2. A stormwater filter does not operate effectively if it meets the conditions of Sections 3.3.2.1 or 3.3.2.2, as applicable, and there have been ten (10) or fewer days of recorded rainfall of at least 0.01" within a 24 hour time period according to NOAA data for the Village (the days do not need to be consecutive) since the installation of the stormwater filter.

3.3.2.1. As to stormwater under grate basket filters:

3.3.2.1.1. The Village provides photographic documentation demonstrating that: (i) it has conducted maintenance activities for the stormwater under grate basket filters every two (2) to three (3)

months, and (ii) no more than three (3) months have passed between the most recent cleaning and the date the filters were considered to be fully clogged;

3.3.2.1.2. The stormwater filter catch basin does not have a water level above the bottom of the stormwater under grate basket filter, and illicit discharges or other debris inputs in the catch basin have not been deposited that are in excess of what is present in stormwater under grate basket filters in the surrounding area; and

3.3.2.1.3. The Village provides video evidence showing that water is pooled within the stormwater under grate basket filter and water does not drain out of the stormwater under grate basket filter.

3.3.2.2. As to stormwater curb filters:

3.3.2.2.1. The Village provides photographic documentation demonstrating that: (i) it has conducted maintenance activities for the stormwater curb filters and cleared debris and sedimentation from the stormwater curb filters once every week or once every two weeks and (ii) no more than two (2) weeks have passed between the most recent cleaning and the date the filters were considered to be fully clogged.

3.3.2.2.2. The stormwater curb filters do not have a water level above the bottom of the stormwater curb filter, and illicit discharges or other debris inputs in the stormwater curb filter catch basin have not been deposited that are in excess of what is present in stormwater under grate basket filters in the surrounding area; and

3.3.2.2.3. The Village provides a video recording of water being poured on the roadway at a rate of 100 gallons per minute and no water drains out of the stormwater curb filter.

4. <u>Subconsultants</u>.

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

4.2. Contractor may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. <u>Village's Responsibilities</u>.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the

Village, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2. Upon Contractor's request, Village shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Contractor, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Contractor shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.
Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:
https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

9.1.3. 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 Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the Village shall select this box: ☐.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. 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 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 Agreement, 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 Agreement and shall state that such insurance is as required by this Agreement. 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 Services, 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.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. 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.

9.4. 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.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

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

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

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

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

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

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

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

16.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

16.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

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

17. Nonassignability. This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.

18. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor. The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from

all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

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

23. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

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

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

27. **Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

28. **Most Favored Nation.** If during the term of this Agreement, Contractor enters into an agreement with another municipality or county ("Other Governmental Entity"), the

terms of which agreement include more favorable terms with the Other Governmental Entity than this Agreement, then upon written request of the Village, Contractor shall negotiate and enter into a new agreement with the Village which shall include the more favorable compensation terms extended to the Other Governmental Entity. Contractor shall notify the Village within 30 days if it enters into an agreement with an Other Governmental Entity that has more favorable terms than this Agreement and the Village shall have the right to receive the more favorable terms immediately.

29. Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Contractor that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

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

30.1. First Priority: Base Agreement;

30.2. Second Priority: Exhibit A – Work Order.

[Remainder of page intentionally left blank. Signature pages follow.]

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

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: Dr. Ralph Rosado, Ph.D., AICP
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

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

EDDIE LOPEZ TECHNOLOGIES, LLC (DBA SOP TECHNOLOGIES)

By: _____

Name: _____

Title: _____

Entity: _____

Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

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

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

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

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Work Order, attached hereto and incorporated herein by reference.

Budget Amendment Form

Department : ARPA	**Date :** 5/14/2024
Fund(s) to be changed: ARPA	

GL Account	GL Line Item	Project:	Transfer to:	Transfer from:
317.20.525.6307	Stormwater Improvements	ARPA24-04	$ 150,000.00	
317.20.525.6532	SSES Evaluation Repairs	SI23-02		$ 150,000.00
TOTAL (Columns must be equal)			**$ 150,000.00**	**$ 150,000.00**

Description:

Transfer ARPA funds from Project#SI23-02 SSES Evaluation Repairs to Storm Drain Inlet Filters Phase II Project#ARPA24-04.

SOP Technologies
www.soptechint.com
251 Valencia Ave, #143501 Coral Gables, FL 33114
305-792-8778 info@soptechint.com

March 14, 2024

To:
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Dear North Bay Village Manager and Council Members,

This letter is to confirm that our stormwater filter designs with an upward flow are patented, and we are sole source providers for the technology. SOP Technologies' stormwater filters have therefore been approved for purchase as sole source procurements. The reference for our patent is U.S. Patent No. 8,017,006. We have also included a copy of the "sole source" designations approved by the City of Sunrise, City of Miami, City of Key West, City of South Miami and City of Aventura.

Also, our QR Code Storm Drain Markers and related software are patented, and the reference for our patent is U.S. Patent No. 11,769,027.

To provide additional details, the pages that follow include photos of some of the ways our Patented Stormwater Filters can be used at stormwater curb inlets, under grates as a basket, and at basin structures to prevent debris from entering stormwater pipes. Also, sample images show examples of our Patented QR Code Storm Drain Markers and the associated software used by the public and Public Works departments.

If there are any additional questions, please feel free to contact us.

All the best,



Emilio

Emilio Lopez, CEO
SOP Technologies

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SOP Technologies

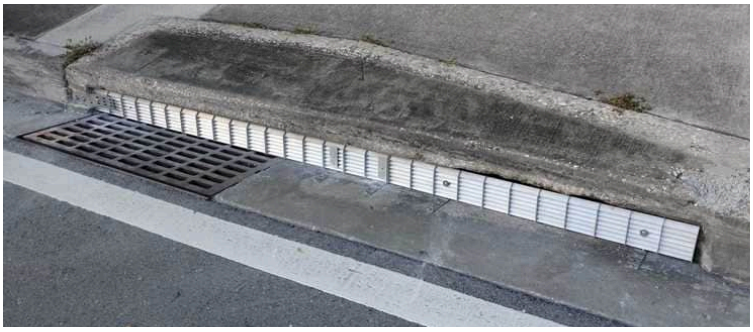
www.soptechint.com
251 Valencia Ave, #143501 Coral Gables, FL 33114
305-792-8778 info@soptechint.com

Patented Upward Flow Stormwater Filters - Sample Images

U.S. Patent No. 8,017,006

Curb Filter Configuration





Basket Filter Configuration







Catch Basin Configuration







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SOP Technologies

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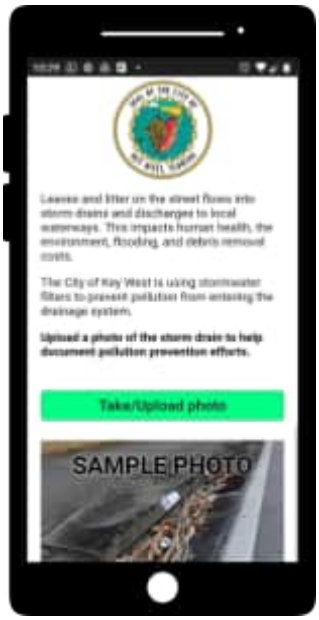
Patented QR Code Storm Drain Markers and Software - Sample Images

U.S. Patent No. 11,769,027

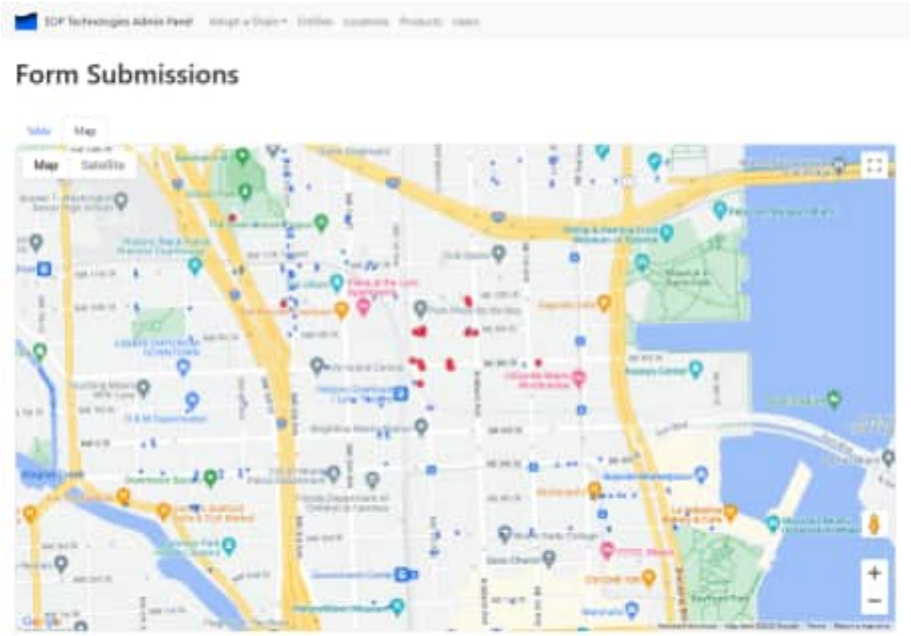
Storm Drain Marker



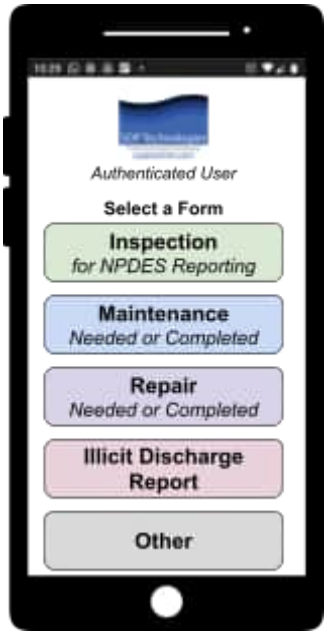
Public Mobile View After Scanning Code



Admin Panel for Public Works and Authenticated Users



Authenticated User Mobile View after Scanning Code



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City of Sunrise documents in the pages that follow:

1. City of Sunrise approved Sole Source Justification Form.
2. Email exchange mentioning justification and product comparison of SOP Technologies stormwater filters with competing products from the companies Fabco and EcoSense.

SOLE SOURCE JUSTIFICATION FORM

Date: 10/18/2021 **Department:** Utilities Requisition No.: _____

Department Contact: Diego Santana

Proposed Sole Source Vendor: SOP Technologies

Estimated yearly usage amount: $ 24,999.00

1. Description of Services/Products :

   The upward flow curb inlet stormwater filter will prevent pollutants and nutrients into the stormwater system ultimately helping the total maximum daily load to be at minimum levels in accordance with the provisions of the municipal separate storm sewer system permit. Therefore, the majority of the leaves and pollutants will be removed by the sweeper truck program. In addition, the filter will help to maintain a cleaner stormwater system in order to allow for more capacity for water flow and implementation of best management practices to improve water quality.

2. The basis for this sole source determination and the reason no other vendor/product is suitable: (Attach Sole Source Letter from Vendor in addition to filling out this section)

   The upward flow stormwater filter design is patented by SOP Technologies and this company is the sole source provider for this technology.

3. By signing this form I certify that a market research has been performed and if market conditions change in the foreseeable future and sole source conditions change, the Department will discontinue using this sole source justification and will procure the goods or services competitively.

Tim Welch _____

Department Director's Name **Department Director's Signature**

FOR PURCHASING USE ONLY

Approved: ☑ **Date:** 12/28/2021

Disapproved: ☐ **Valid Period:** (3) three years from date of approval

By: _____ **Valid Amount per year:** ☑ ≤$25,000 ☐ ≥$25,000

Procurement Manager

If ≥$25,000 Resolution No._____

From: Santana, Diego
To: Resta, Ashley; Hernandez, Victoria; Curran, John
Subject: RE: RE: RFI for SOP Technologies
Date: Friday, December 17, 2021 11:48:31 AM
Attachments: poweredby.png

---

4 FILE(S) SHARED **18** MB TOTAL **180** DAYS UNTIL EXPIRATION

Diego Santana has invited you to a new Secure Share

Message from Diego Santana:

Victoria

Please see comments below.

1. Specific technical information as to why the others are not considered to be viable for the City's requirements.
o To help compare stormwater filters, I've attached a document from a Key West commission meeting, where they made a sole source purchase and also mentioned how their Stormwater staff tested different products and found the SOP Technologies patented stormwater filters to be more effective.
o In this YouTube video (https://www.youtube.com/watch?v=iK79MScqSck), they show an inlet with a competitor's curb screen (EcoSense), and how it's ineffective at keeping leaves (nutrients) and litter out of the catch basins. Also in the attached BBMHS pdf (page number 94 of 98) the engineering firm E Sciences, Inc showed how the EcoSense screens are ineffective at keeping leaves and trash out of storm drains.
2. Determine the difference in water flow pressure?
o In the APWA presentation slides (attached), they show how their filters have a greater open area when compared to using perforated sheet metal, and how they perform better when compared to other devices.
o In the attached Key West document, durability and product comparisons with Suntree Technology were mentioned.
o For water flow, they have quantified flow rates at the FIU Fluid Mechanics laboratory using their open channel flume. Attached is the report, and it is also publicly available here.
3. What does this SOP product do that the others don't?
o Their patented stormwater filters have an upward flow that minimizes blockage of the screen, and thereby allows for debris/pollution prevention while minimizing clogging risks associated with other types of products.
o Their Patent Pending QR Code Storm Drain Markers (included with all stormwater filters) provide an easy way for community members to scan the code and visit a website to (A) learn about stormwater pollution and efforts by the City of Sunrise, and (B) upload a photo and comments of what they're seeing at the storm drains. This Local 10 News story mentions the use of this new technology.
4. How can we tell one is more durable than the other (other than

visual)?
o The Key West document mentions their staff's comparison of products and saying the "SOP product is much stronger and better built".
In Key West, the stormwater filters along Duval Street have been used since October 2016 and there haven't been issues with wear/damage. The city cleans the street on a daily basis, so the stormwater filters are subject to force and abrasion regularly. During our pilot program, City staff had the same observation.
5. Maybe the material itself guarantees more durability?
o The material we use is 5052 aluminum for the filters, and 316 ("Marine Grade") stainless steel for the brackets. Both the aluminum and stainless steel are strong and corrosion resistant. Since South Florida experiences regular rain events, the filters have been proven effective with the moisture exposure for several years.

Diego Santana

Utilities - Public Works
Field Operations Manager
10500 NW 55th Street, Sunrise. FL 33351
P: (954) 572-2393
Email: DSantana@sunrisefl.gov
Website: http://www.sunrisefl.gov

-----Original Message-----
From: Hernandez, Victoria
Sent: Thursday, December 9, 2021 8:12 AM
To: Santana, Diego
Subject: RE: RE: RFI for SOP Technologies

Hi Diego,

I spoke to John. He needs for you to provide him with specific technical information as to why the others are not considered to be viable for the City's requirements.

For instance, are we able to determine the difference in water flow pressure? What does this SOP product do that the others don't? How can we tell one is more durable than the other (other than visual)? Maybe the material itself guarantees more durability?

Thanks,

Victoria Hernandez, CPPB
(954) 572-2276

-----Original Message-----
From: Hernandez, Victoria
Sent: Tuesday, December 7, 2021 3:27 PM
To: Santana, Diego
Subject: RE: RE: RFI for SOP Technologies

Hi,

Please call me at your convenience.

Thanks,

Victoria Hernandez, CPPB
(954) 572-2276

-----Original Message-----
From: Santana, Diego
Sent: Tuesday, December 7, 2021 1:51 PM
To: Hernandez, Victoria
Subject: RE: RE: RFI for SOP Technologies

Victoria

What is the next step? SOP design is more aesthetic

appealing, and it has
better quality than the one provided by Fabco. The mesh provided by Fabco
can be easily damaged by the sweeper truck, and the SOP filter has proven
to be a reliable product since we have tested their filter for the last 3
years with no issues.

Thank you,

Diego Santana

Utilities - Public Works
Field Operations Manager
10500 NW 55th Street, Sunrise. FL 33351
P: (954) 572-2393
Email: DSantana@sunrisefl.gov
Website: http://www.sunrisefl.gov

-----Original Message-----
From: Hernandez, Victoria
Sent: Monday, November 22, 2021 9:22 AM
To: Santana, Diego
Subject: RE: RFI for SOP Technologies

3 FILE(S)
SHARED
15.4 MB
TOTAL
180 DAYS UNTIL
EXPIRATION
Victoria Hernandez has invited you to a new Secure Share
Message from Victoria Hernandez:

Diego,

We received the attached two submittals as a response to our RFI regarding
the subject potential sole source.

Thanks,

Victoria Hernandez, CPPB

(954) 572-2276

From: Santana, Diego
Sent: Thursday, November 11, 2021 2:09 PM
To: Hernandez, Victoria
Subject: RE: RFI for SOP Technologies

Thank you.

Diego Santana

Utilities - Public Works

Field Operations Manager

10500 NW 55th Street, Sunrise. FL 33351

P: (954) 572-2393
Email: DSantana@sunrisefl.gov
Website: http://www.sunrisefl.gov

_____

Please note that Florida has a broad public records law, and that all
correspondence to me via email may be subject to disclosure.

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along with any attachments.

City of Sunrise
Email: DSantana@sunrisefl.gov
Website: http://www.sunrisefl.gov

From: Hernandez, Victoria >
Sent: Wednesday, November 10, 2021 1:33 PM
To: Santana, Diego
>
Subject: RFI for SOP Technologies

Diego,

This will post today through next Friday 11/19/2021.

Thanks,

Victoria Hernandez,
CPPB
Procurement
Specialist
Finance &
Administrative
Services- Purchasing Division
10770 W Oakland
Park Blvd, 3rd
Floor, Sunrise, FL 33351
P: (954) 572-2276
F: (954)
578-4809
www.sunrisefl.gov

Shared Files:
Mundus Bag specification 2020-10.pdf SOP Technologies
Comparison.pptx
Fabco Industries Warranty Arrangement.docx
Go to Secure Share

Victoria Hernandez,
CPPB
Procurement
Specialist
Finance &
Administrative

Services- Purchasing Division

Park Blvd, 3rd
Floor, Sunrise, FL 33351

F: (954)
578-4809

10770 W Oakland

P: (954) 572-2276

www.sunrisefl.gov

Shared Files:

BBMHS+Town+Hall+All+Slides+2020-10-02_Optimized (2).pdf	SOP+Technologies+-+Stormwater+Filters+Flow+Rates+-+Flume+Analysis+Report+2019-10-11_3.pdf
City of Key West Sole Source Documents.pdf	APWA - SOP Technologies - APWA Presentation - 2019-04-04-2.pdf

Go to Secure Share

POWERED BY proofpoint

City of Miami documents in the pages that follow:

1. Letter SOP Technologies sent to the City of Miami for sole source designation approval.
2. City of Miami Blanket Purchase Order showing Sole Source Designation.
3. City of Miami contract showing Sole Source designation.

SOP Technologies
www.soptechint.com
1801 Coral Way, Suite 315 Miami, FL 33145
305-792-8778 info@soptechint.com

January 15, 2021

To: James Justin Griffin
Sr. Procurement Contracting Officer
City of Miami
Department of Procurement
444 SW 2nd Avenue, 6th Floor
Miami, FL 33130

Dear James,

This letter is to confirm that our stormwater filter designs with an upward flow are patented, and we are sole source providers for the technology. SOP Technologies' stormwater filters have therefore been approved for purchase as sole source procurements. The reference for our patent is U.S. Patent No. 8,017,006. We have also included a copy of the "sole source" designations approved by the cities of South Miami and Aventura.

To provide additional details, the next page includes photos and illustrations of the ways our filters can be used at stormwater curb inlets, under grates as a basket, and at basin structures to prevent debris from entering stormwater pipes.

If there are any additional questions, please feel free to contact us.

Thank you,

Emilio

Emilio Lopez, CEO
SOP Technologies

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SOP Technologies

www.soptechint.com

1801 Coral Way, Suite 315 Miami, FL 33145

305-792-8778 info@soptechint.com

Patented upward flow filters - Sample Photos and Illustrations

Curb Filter Configuration



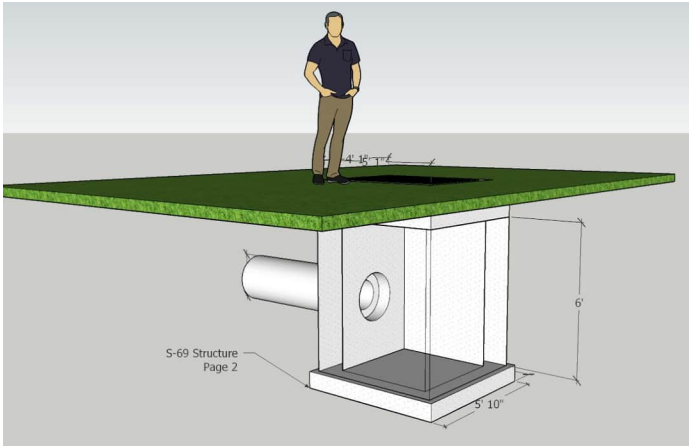


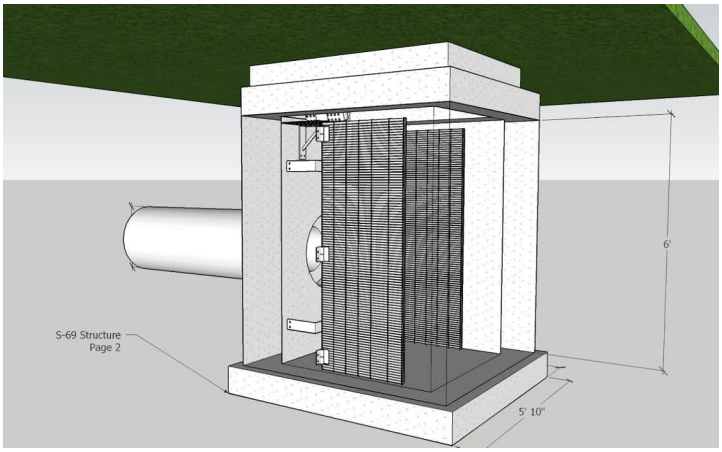
Basket Filter Configuration





Catch Basin Configuration





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Visit our website for business opportunities at: www.miamigov.com/procurement

City of Miami

Blanket Purchase Order

Department of Purchasing
P.O. Box 330708 Miami, Florida 33233-0708
(305) 416-1922 Fax - (305) 416-1925

PURCHASE ORDER/RELEASE NUMBER	Change Number	Change Date
2107344 Show this number on all packages, invoices, and shipping papers.	0	

Page No.	Order Date	Bid/Contract Number
1 of 3	08/02/2021	

Buyer: Tahlia Gray

Taxpayer ID	Supplier No.	Telephone No.
270622613	37755	305-792-8778

Supplier
SOP Technologies International
1801 Coral Way, Suite 315
Miami, FL 33145

Customer Account Number

Ship To

Bill To
City of Miami - Finance - General Accounting
444 SW 2nd Ave, 6th Floor
Miami, FL 33130
Fax - (305) 416-1987 Email - payables@miamigov.com
Please also forward a copy of the invoice to the Ship To address above.

Effective Start Date	Effective End Date	Total Agreement Limit
		279,500.00

Line	Commodity Code	Description/Delivery Date	Qty	Unit	Unit Price	Extended Price
1	89030-28	SOP TECH STORM WATER INLET FILTERS: INSTALLATION, STORM DRAIN MARKING, ANNUAL REPORTING		Dollar	1.00	
		PER SOLE SOURCE 20-21-010; RESOLUTION 21-0204				

FOB: Destination	Requisition Number:	Vendor Instructions 1. Florida Tax Exempt ID:
Ship Via:	Department:	2. Invoices: Direct Invoices in Duplicate to the address shown above. 3. Terms and conditions set forth in our Bid or Quotation and on the
Payment Terms: Net 30	Contact Person:	reverse side hereof are incorporated herein by reference become part of this order
	Telephone Number:	**Annie Perez, CPPO, Director of Procurement** — 08/02/2021 Date Approved

C FN/PC 506 Rev. 12/05

PROFESSIONAL SERVICES AGREEMENT
By and Between

The City of Miami

And

Eddie Lopez Technologies, LLC d/b/a SOP Technologies International

This Professional Services Agreement ("Agreement") is entered into this 30th day of July, 2021 by and between the City of Miami ("City"), a Florida municipal corporation, whose address is 444 SW 2nd Ave, Miami, Florida 33130, and, Eddie Lopez Technologies, LLC d/b/a SOP Technologies International, a Florida limited liability company ("SOP Technologies" or "Contractor"), whose principal address is 1801 Coral Way, Suite 315, Miami, Florida 33145.

RECITALS:

WHEREAS, the City's Department of Resilience and Public Works ("Public Works") requires improved technology to further the City's efforts to control water pollution thereby protecting City residents and provide the City with cleaner waterways; and

WHEREAS, SOP Technologies manufactures and installs filters that have shown to prevent larger and smaller size particle contaminants from entering the stormwater system due to its use of a smaller grove and lateral technology to convey waterflow into the inlets ("Services"); and

WHEREAS, pursuant to Section 18-92 of the Code of the City of Miami, Florida as amended ("City Code") the Chief Procurement Office has made a finding that SOP Technologies is the sole source developer and distributor of SOP Technologies Stormwater Filters; and

WHEREAS, the finding of the Chief Procurement Officer had been approved and adopted as the finding of the City Manager and it was recommended that the requirement for a

competitively sealed bidding procedure be waived for the procurement of SOP Technologies inlet filters; and

WHEREAS, the City and SOP Technologies desire to enter into this Agreement under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, SOP Technologies and the City agree as follows:

TERMS:

1. RECITALS AND INCORPORATIONS; DEFINITIONS:

The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. The Services and Scope of Work are hereby incorporated into and made a part of this Agreement and attached hereto as Exhibit "A". Compensation to the Contractor as Exhibit "B". The Contractor's Insurance Certificate is hereby incorporated into and made a part of this Agreement as Exhibit "C". The order of precedence whenever there is conflicting or inconsistent language between documents is as follows in descending order of priority: (1) Professional Services Agreement ("PSA") and acknowledging scope of services and pricing component of services.

2. TERM:

The Agreement shall become effective on the date on the first page and shall be for the duration of one (1) year or until the full installation of inlet filters is complete, whichever comes first. The City Manager shall have the option to extend or terminate the Agreement for convenience, that is, for any or no cause pursuant to Section 13.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Daniel Chila
Notary Public
State of Florida
My Commission Expires 04/25/2024
Commission No. GG 969225

"Contractor"

EDDIE LOPEZ TECHNOLOGIES, LLC D/B/A SOP TECHNOLOGIES INTERNATIONAL,
a Florida limited liability company

ATTEST:

By: _____

Name: Daniel Chila
Title: Notary Public

By: _____

Name: Emilio Lopez
Title: CEO

"City"

CITY OF MIAMI,
a Florida municipal corporation

ATTEST:

By: _____

Todd B. Hannon
City Clerk

By: _____

Arthur Noriega V
City Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

By: Min, Barnaby Digitally signed by Min, Barnaby Date: 2021.07.20 08:00:14 -04'00'

Victoria Méndez
City Attorney
PRV 7/19/21 (Matter 21-911)

APPROVED AS TO INSURANCE REQUIREMENTS:

By: _____ Digitally signed by Terry M. Quevedo Date: 2021.06.16 15:14:22 -04'00'

Anne Marie Sharpe, Director
Risk Management

EXHIBIT "A"
SCOPE OF WORK

Department of Resilience and Public Works

Project Name: Installation of SOP Technologies Catch Basin Filters, M-0201.

Project Location: Downtown Miami area north of Miami River to NW 14 Street from I-95 Expressway to Biscayne Bay.

Scope of Work: The work consists of having a sole source provider Contractor SOP Technologies furnish and install one thousand (1,000) aluminum metal type stormwater catch basin filters including measuring each F-3 structure, brackets and screws and installing markers for educational purposes as part of the continuation of the City's Urban Pollution Reduction Pilot Program. The stormwater filters provided are patented U.S. No. 8,017,006. An annual report with the amount of pollution removed from the roadways will be submitted by the Contractor and used for the City's TMDL program.

Total Construction Funds: $270,000.00



City of Key West documents in the pages that follow:

1. Executive Summary of City of Key West staff request for Sole Source purchase from the city commission. This includes a comparison of SOP Technologies stormwater filters with competing products from Suntree Technologies / Oldcastle Infrastructure.
2. Commission meeting minutes showing the approved sole source purchase.

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

TO: Jim Scholl, City Manager

CC: Greg Veliz, Assistant City Manager

FROM: John Paul Castro, Utilities Director

DATE: May 4, 2018

SUBJECT: Requesting Approval to Purchase 50 Aluminum Curb Inlet Filters from SOP Technologies International in the Amount of $36,607.80

Action Statement:
Staff is requesting approval to purchase 50 curb inlet filters for type 5 and 6 inlets for the stormwater drainage system from SOP Technologies International in the amount of $36,607.80 pursuant to code of ordinances 2-797(4).

Background:
The patented filters prevent debris such as leaves, trash, and other pollution from entering into the drainage system of stormwater.

It is in the best interest of the city to purchase these filters from SOP Technologies International (SOP). Staff have tested filters from two companies, Suntree and SOP. The SOP product is much stronger and better built. They are comparable in price to the Suntree product that quoted $750.00 per unit. No other comparable products exist to staffs knowledge after lengthy research.

City staff has currently installed 36 SOP inlet filters over the past 2 years. The filters have been effective at keeping debris out as intended and have had no mechanical or corrosion issues to date. The first phase of filters was installed on Duval Street storm inlets and has keep all cups and bottles from entering the system as well as allowing City street sweepers to go along the curb and collect debris that would usually go into the system.

Purpose and Justification:

The filters are being installed at stormwater inlets that catch heavy debris. The new order will be installed at inlets that get heavy foliage from surrounding trees. These filters keep the drains, wells, and outfalls much cleaner.

Staff would like to purchase these filters pursuant to City code of ordinances 2-797 (4), best interest of the City, where exceptional circumstances exist due to low

elevations within the City requiring stormwater drainage that get obstructed by foliage.

Purchasing from SOP will maintain consistency in parts and maintenance for all curb inlet filters.

Financial Impact:
Funds for the purchase and installation of filters will come from account 402-3802-538-4600. $50,000 was budgeted in FY17/18 for this project.

Recommendation:
Staff recommends approval of the 50 additional inlet filters in the amount of $36,607.80 from SOP Technologies International.

City of Key West, FL

City Hall
1300 White Street
Key West FL 33040

Action Minutes - Final

City Commission

Tuesday, June 5, 2018 | **6:00 PM** | **City Hall**

ADA Assistance: It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number 1-800-955-8771 or for voice 1-800-955-8770 or the ADA Coordinator at 305-809-3811 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

ALL VISUAL PRESENTATIONS FOR AGENDA ITEMS MUST BE RECEIVED (24) TWENTY-FOUR HOURS PRIOR TO THE MEETING.

CALL MEETING TO ORDER - 6:00 P.M.

ROLL CALL

Absent 2 - Commissioner Kaufman and Mayor Cates

Present 5 - Commissioner Lopez, Commissioner Payne, Commissioner Romero, Commissioner Wardlow and Commissioner Weekley

INVOCATION - Deacon Peter Batty, Basilica St. Mary's Star of the Sea

PLEDGE OF ALLEGIANCE TO THE FLAG

APPROVAL OF AGENDA - The Agenda was approved as changed unanimously.

PROCLAMATIONS

1 75th Anniversary KEYS Energy Services

Sponsors: Mayor Cates

Attachments: Proclamation

Received and Filed

PRESENTATIONS

14 *Authorizing the purchase and installation of 50 Aluminum Curb Inlet Filters from SOP Technologies (SOP), in the Best Interests of the City, pursuant to Section 2-797(4)(b) of the Code of Ordinances, in the total amount of $36,607.00; Authorizing the City Manager or Designee to execute necessary documents on behalf of the City.

Sponsors: City Manager Scholl

Attachments: Resolution
Executive Summary
SOP Technologies International Curb Inlet Proposal

Passed

Enactment No: Res 18-185

15 *Ratifying an Emergency Procurement pursuant to Section 2-797(2) and Section 2-797(4)(b) of the City's Code of Ordinances, for the purchase of a 10-stall shower trailer ($43,900.00) and a 4-stall restroom trailer ($17,999.00) from National Restroom Trailer ($17,999.00) from National Restroom Trailers, LLC. for use at the Keys Overnight Temporary Shelters (KOTS), in an amount not to exceed $61,899.00; Authorizing necessary budget transfers; Authorizing the City Manager to execute necessary documents upon consent of the City Attorney.

Sponsors: City Manager Scholl

Attachments: Resolution
Executive Summary
City Manager Declaration of Emergency
Shower and Restroom Trailer Invoice

Passed

Enactment No: Res 18-186

City of South Miami documents in the pages that follow:

1. Letter SOP Technologies sent to South Miami for sole source designation approval.
2. Confirmation email from South Miami of Sole Source designation for SOP Technologies filters.

SOP Technologies
www.soptechint.com
14 NE 1st Avenue, Suite 800 Miami, FL 33132
+1-305-792-8778 info@soptechint.com

June 26, 2017

To: Steven Kulick, C.P.M.
Chief Procurement Officer/Procurement Division
City of South Miami, 6130 Sunset Drive
South Miami, Fl 33143

Dear Steven,

This letter is to provide more details your team requested:

- **Sole Source Technology:** SOP Technologies' stormwater curb inlet filters are a patented technology, and have therefore been purchased as sole source procurements. The reference for our patent is U.S. Patent No. 8,017,006.
- **Filter Maintenance:** The next page shows some of our stormwater filters in the City of Key West. Those filters are maintained as a part of the city's regular street sweeping efforts, without an increase in frequency of cleanings. The maintenance crew knows to sweep the front of the filters.
- **Installation Process and Costs:** Filter installations require typical tools used by public works departments in the field. A hammer drill is used to make holes in concrete, where anchors are hammered into place to secure the filters. For the inlet/filters sizes for South Miami, installation time with a 2-person crew is approximately 5-10 minutes per filter. When we outsource installations, the rate for the 2-person crew with equipment, including SOP Technologies to oversee the work, is approximately $128 per hour.

If there are any additional questions, please feel free to contact us.

All the best,



Emilio

Emilio Lopez, CEO
SOP Technologies

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SOP Technologies

www.soptechint.com

14 NE 1st Avenue, Suite 800 Miami, FL 33132

+1-305-792-8778 info@soptechint.com













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Emilio Lopez <emilio@soptechint.com>

SOP Technologies Proposal

Kulick, Steven P <SKulick@southmiamifl.gov> Wed, Jul 26, 2017 at 9:00 AM
To: Emilio Lopez <emilio@soptechint.com>
Cc: "Webster, John" <JWebster@southmiamifl.gov>, John Reese <JReese@southmiamifl.gov>, Shari Kamali <SKamali@southmiamifl.gov>

Emilio,

The City Attorney has agreed to the sole source designation for your company and process. Please complete the attached Vendor Registration form. Completion of the form will allow the City to issue PO's pay invoices, etc.

Shari Kamali indicated she spoke to you regarding a few inlets in the downtown area. Please provide a quote. Your contact going forward will be John Reese/Public Works.

Thanks,

Steven Kulick, C.P.M.

Chief Procurement Officer/Procurement Division

City of South Miami - 6130 Sunset Drive - South Miami, Fl 33143

Ph: 305/663-6339; Fax: 305/663-6346 - Email: skulick@southmiamifl.gov

From: Emilio Lopez [mailto:emilio@soptechint.com]
Sent: Monday, June 26, 2017 4:00 PM
To: Kulick, Steven P <SKulick@southmiamifl.gov>
Cc: Webster, John <JWebster@southmiamifl.gov>; John Reese <JReese@southmiamifl.gov>; Shari Kamali <SKamali@southmiamifl.gov>
Subject: Re: SOP Technologies Proposal

City of Aventura documents in the pages that follow:

1. Letter SOP Technologies sent to Aventura for sole source designation approval.
2. Confirmation email from Aventura of Sole Source designation for SOP Technologies filters.

SOP Technologies
www.soptechint.com
14 NE 1st Avenue, Suite 800 Miami, FL 33132
+1-305-792-8778 info@soptechint.com

August 7, 2017

To: Anthony Mihalko
Public Works Stormwater Coordinator
City of Aventura
19200 West Country Club Dr
Aventura, Fl 33180

Dear Anthony,

This letter is to confirm that our stormwater curb inlet filter designs are patented, and we are sole source providers for the technology. SOP Technologies' stormwater curb inlet filters have therefore been approved for purchase as sole source procurements. The reference for our patent is U.S. Patent No. 8,017,006. We've also included a copy of the "sole source" designation approved by the City of South Miami.

To provide additional details, the next page shows some of our stormwater filters in the City of Key West. Those filters are maintained as a part of the city's regular street sweeping efforts, without an increase in frequency of cleanings. The maintenance crew knows to sweep the front of the filters.

Filter installations require typical tools used by public works departments in the field. A hammer drill is used to make holes in concrete, where anchors are hammered into place to secure the filters. For the inlet sizes of the FDOT Type 5 & Type 6 inlets, filter installation time with a 2-person crew is approximately 15-20 minutes per filter. If your team would like us to provide installation services, we can subcontract to a local contractor.

If there are any additional questions, please feel free to contact us.

All the best,

Emilio

Emilio Lopez, CEO
SOP Technologies

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SOP Technologies

www.soptechint.com

14 NE 1st Avenue, Suite 800 Miami, FL 33132

+1-305-792-8778 info@soptechint.com













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Meeting / call Fwd: Stormwater filters proposal

Anthony Mihalko <mihalkoa@cityofaventura.com> Fri, Aug 18, 2017 at 8:55 AM
To: Emilio Lopez <emilio@soptechint.com>

Emilio,

The City Manager has approved you as a sole source vendor. I have entered a requisition and you should have a purchase order by next week. How long will it take once you get the purchase order to deliver? Let me know so I can schedule accordingly.

Thanks,

Anthony Mihalko

Public Works Stormwater Coordinator

City of Aventura

19200 West Country Club Dr

Aventura, Fl 33180

305 466 8927

305 466 3277 fax

From: Emilio Lopez [emilio@soptechint.com]
Sent: Thursday, August 17, 2017 12:14 PM
To: Anthony Mihalko
Subject: Re: Meeting / call Fwd: Stormwater filters proposal

[Quoted text hidden]

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: A Resolution Approving $29,612.52 for Gozlan Electric, LLC for Installation of Up-Lights in the Kennedy Causeway Median - Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, PE, MBA)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH GOZLAN ELECTRIC, L.L.C. FOR THE PURCHASE OF UP LIGHTING AND REQUIRED ELECTRICAL SERVICE FOR PALMS LOCATED ON THE MEDIANS OF KENNEDY CAUSEWAY IN AN AMOUNT NOT TO EXCEED $29,612.52; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an agreement with Gozlan Electric, LLC to Furnish and Install 12 Up-Lights in the Kennedy Causeway Median in the Amount of $29,612.52.

BACKGROUND AND ANALYSIS

In line with the NBV100 Master Plan, a primary focus is the enhancement of median landscaping along the Kennedy Causeway within the Village's boundary limits. Last October, the Village successfully secured a $100,000 Florida Department of Transportation (FDOT) Beautification Grant, ranking first in the state, to support this endeavor.

As a result, the Village procured up-lighting equipment and cables for existing palm trees, to be installed along the medium of the Causeway's 1600 block.

In 2022, the Village engaged Curtis & Rogers to design and obtain permits for various landscaping enhancements, including the installation of nine (9) royal palms, relocation of

three (3) palms, and planting of over 4,500 perennial peanut plants and 2,000 green island ficus plants. Additionally, upgrades to the Village's irrigation system along the causeway were incorporated into the project. By early 2023, the Village obtained FDOT permits and completed installation by September 2023.

To maintain consistency in median aesthetics, the Commission requested up-light installation for the newly planted palms. The original vendor/distributor which supplied the lights in 2022, was a certified vendor of the up-light manufacturer IDesign, located in Germany but is now longer in business, prompting staff to explore alternatives. Staff attempted to find another local IDesign certified vendor/distributor to supply the additional up-lights with no success. Staff also reached out to the manufacturer IDesign via email for contact with other certified vendors/distributors but received no response.

Gozlan Electric was able to locate a 3rd party product comparable to IDesign, and compatible with the existing IDesign electrical and power system. Staff also received three quotes for the installation of the 3rd party lights, along with necessary cables and conduits. Gozlan Electric provided the lowest estimate for material and installation in the amount of $29,612.52.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Transfer from General Fund Appropriation of Fund Balance (001.00.389.3890) $29,612.52 and transfer to the Street Maintenance Fund Median Uplighting & Electrical Project SMF#24-06 (112.18.541.6320).

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving Up Lighting from Gozlan 2024.DOCX
Rso Exhibit A - Agreement Gozlan Up Lighting Electrical Serv.docx
Exhibit B - Gozlan Material and install uplighting quote.pdf
EXHIBIT A. Gozlan Install Quote.pdf
EXHIBIT B. Fuse Electric Install Quote.pdf
EXHIBIT C. Klean Electric Install Quote.pdf
EXHIBIT D. Gozlan material quote.pdf
Exhibit B. BA- Median Uplighting & Electrical Project.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH GOZLAN ELECTRIC, L.L.C. FOR THE PURCHASE OF UP LIGHTING AND REQUIRED ELECTRICAL SERVICE FOR PALMS LOCATED ON THE MEDIANS OF KENNEDY CAUSEWAY IN AN AMOUNT NOT TO EXCEED $29,612.52; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to install up lighting and required electrical service at the base of twelve (12) palms located on the medians of Kennedy Causeway (the "Work"); and

WHEREAS, Village Staff requested quotes from electrical service contractors and received three (3) quotes for the Work; and

WHEREAS, Gozlan Electric, L.L.C. (the "Vendor") provided the lowest quote for the Work, which is attached hereto as Exhibit "B" (the "Quote"); and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, the Village Commission finds that it is in the Village's best interest to approve the purchase of the Work consistent with the Vendor's Quote; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission desires to approve an agreement with the Vendor, in substantially the form attached hereto as Exhibit "A" (the "Agreement"), for the Work consistent with the Quote attached hereto as Exhibit "B" in an amount not to exceed $29,612.52; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the "Budget"); and

WHEREAS, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, pursuant to Section 35.21 of the Village Code of Ordinances and

Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this Resolution, by authorizing the line-item transfers as further provided in Exhibit "C" attached hereto and incorporated herein; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the Agreement and Quote attached hereto as Exhibits "A" and "B" for the Work from the Vendor.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement in an amount not to exceed $29,612.52, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution.

Section 4. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line-item transfers as further provided in Exhibit "C" attached hereto and incorporated herein.

Section 5. Implementation. That the Village Manager, Village Clerk, and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____

Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

UP LIGHTING AND ELECTRICAL SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

GOZLAN ELECTRIC, L.L.C.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2024 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **GOZLAN ELECTRIC LLC**, a Florida limited liability company (hereinafter, the "Contractor").

WHEREAS, the Village desires to install up lighting and required electrical service at the base of twelve (12) palms located on the medians of Kennedy Causeway (the "Services"); and

WHEREAS, the Contractor will perform services on behalf of the Village, all as further set forth in the Proposal dated March 11, 2024, attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Village and Contractor, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

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

1. Scope of Services.

1.1. Contractor shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

1.2. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through September 30, 2024, unless earlier terminated in accordance with Paragraph 8.

2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Contractor shall be in accordance with the Quote attached hereto as Exhibit "A."

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

4. Subcontractors.

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

4.2. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2. Upon Contractor's request, Village shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Contractor further warrants and represents that it has the required

knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Contractor, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Contractor shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

9.1.3. 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 Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the Village shall select this box: ☐.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. 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 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 Agreement, 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 Agreement and shall state that such insurance is as required by this Agreement. 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 Services, 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.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. 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.

9.4. 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.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

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

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

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

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and

perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

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

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

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

16.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

16.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. <u>Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.</u> IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN

OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

17. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

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

23. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

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

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

27. **Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

28. **Most Favored Nation.** If during the term of this Agreement, Contractor enters into an agreement with another municipality or county ("Other Governmental Entity"), the terms of which agreement include more favorable terms with the Other Governmental Entity than this Agreement, then upon written request of the Village, Contractor shall negotiate and enter into a new agreement with the Village which shall include the more favorable compensation terms extended to the Other Governmental Entity. Contractor shall notify the Village within 30 days if it enters into an agreement with an Other Governmental Entity that has more favorable terms than this Agreement and the Village shall have the right to receive the more favorable terms immediately.

29. **Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Contractor that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

30. **Background Checks.** Prior to the execution of this Agreement, the Contractor shall furnish the Village with a copy of a screening and background check, including a criminal background check for Contractor, its officials, agents, employees or subcontractors providing Services under this Agreement. The Contractor shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Contractor shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Village Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: ☐.

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

31.1. First Priority: Base Agreement;

31.2. Second Priority: Exhibit A - Quote

[Remainder of page intentionally left blank. Signature pages follow.]

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

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: Dr. Ralph Rosado, Ph.D., AICP
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

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

GOZLAN ELECTRIC, L.L.C.

By: _____

Name: _____

Title: _____

Entity: _____

Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

_____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

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

_____

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

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

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Quote dated March 11, 2024, attached hereto and incorporated herein by reference.



Gozlan Electric LLC

Lic EC13009167

Business Number 305-796-3873

3960 N 38th Ave

Hollywood FL 33021

www.gozlanelectric.com

roygozlan@me.com

ESTIMATE

EST2255

DATE

03/11/2024

TOTAL

USD $29,612.52

TO

North Bay Village

1666 John F Kennedy Cswy #300

North Bay Village , FL 33141

P.O Number 008685

pwdocuments@nbvillage.com

DESCRIPTION	RATE	QTY	AMOUNT
Install and set all cables for new tree light setups , install brand new inch and a quarter conduit PVC in trench provided by city workers, wires and assemble LED,DMX lights supplied by client	$1,350.00	12	$16,200.00
Materials : new outdoor DMX cables for power and light signal a set of 12 of each tree	$2,367.00	1	$2,367.00

DESCRIPTION	RATE	QTY	AMOUNT
IP65-rated RGBAW+UV LED wash light providing Red, Green, Blue, White, Amber, Ultraviolet, DMX512 Fixture Type PAR Light Source 12x Color/UV LED - 120 W / 512 mA Expected Lamp Life 50,000 Hours Colors Red, Green, Blue, White, Amber, Ultraviolet Photometrics 98 fc / 1052 Lux at 16.4' / 5 m Lumen Output 4532 Lumens Beam Angle 22.2°	$920.46	12	$11,045.52
	TOTAL		USD $29,612.52

Following are not included: Any Permit fees, Permit procedures, all trims, dimmers, antenna wire, Smoke detectors, Telephone wire, Data Wire, Alarm wire, Audio wire, any fixtures supplied or installed unless noted in invoice, engineering fees, new plans, etc. Owner to Obtain permit, Garbage pick up or used parts removal from property, any Roof Work, any Drywall patching, all furniture in the way of proposed work are responsibility of owner and shall be moved by owner . All fixtures or materials purchased are covered under a one year warranty, afterwards owner is responsible to deal with manufacture directly .

All prices are good for 14 days, and are based on Stocked items only quoted on date of estimate . If work is started or deposit is given, and materials are not in stock or backordered , price adjustment will be applied to this estimate if prices are higher to get materials

Any fees for documents or certificates from county or state are not included

Any modification/addition/connection to our original installation via circuitry/box connection/breaker/wires after permit is finalized will void, any warranty or guarantee on our labor or work

Any outside contractor working on any electrical work during our permit, or after our permit is closed, so avoid any warranty or guarantee on our labor



Gozlan Electric LLC

Lic EC13009167

Business Number 305-796-3873

3960 N 38th Ave

Hollywood FL 33021

www.gozlanelectric.com

roygozlan@me.com

INVOICE

INV2389

DATE

04/02/2024

DUE

On Receipt

BALANCE DUE

USD $16,200.00

BILL TO

North Bay Village

1666 John F Kennedy Cswy #300

North Bay Village , FL 33141

P.O Number 008685

pwdocuments@nbvillage.com

DESCRIPTION	RATE	QTY	AMOUNT
Install and set all cables for new tree light setups , install brand new inch and a quarter conduit PVC in trench provided by city workers, wires and assemble LED,DMX lights supplied by client	$1,350.00	12	$16,200.00

TOTAL	$16,200.00
BALANCE DUE	**USD $16,200.00**

Payment Info

PAYMENT INSTRUCTIONS

Zelle to phone number 305-796-3873

BY CHECK

Gozlan Electric LLC

Following are not included: Any Permit fees, Permit procedures, all trims, dimmers, antenna wire, Smoke detectors, Telephone wire, Data Wire, Alarm wire, Audio wire, any fixtures supplied or installed unless noted in invoice, engineering fees, new plans, etc. Owner to Obtain permit, Garbage pick up or used parts removal from property, any Roof Work, any Drywall patching, all furniture in the way of proposed work are responsibility of owner and shall be moved by owner . All fixtures or materials purchased are covered under a one year warranty, afterwards owner is



Fuse Electric Inc

4950 Sarazan Drive , Hollywood, FL 33021

3053493873

electric4u@gmail.com

ESTIMATE

Bill to

North Bay Village

1666 John F Kennedy Cswy #300
North Bay Village, FL 33141

305-469-6918

Mcook@nbvillage.com

Details

Number

2093

Date

3/10/24

Comments

License : EC13005070

Exclusions : Any Permit fees, Permit procedures, any fixtures supplied or installed unless noted in invoice, engineering fees, new plans, etc. Owner to Obtain permit

Description	Quantity	Amount
Installation Run new Conduit from tree to tree PVC type 1.25inch , run and pull all wires associated with XLR / DMX lights LED for tree ,setup and connect all lights per tree Price includes Labor only exclusions : trench and concrete pads by city workers, permit fees , all lights supplied by city Item price: $2,150.00	12	$25,800.00
	Subtotal	$25,800.00
	Total	**$25,800.00**

Jane Feary

From: Meagan Cook
Sent: Thursday, March 28, 2024 8:17 AM
To: Jane Feary; Marlon Lobban
Subject: Fw: / unresponsive 3rd quote



North bay village

MC

Meagan Cook

To: hello@idesignproductic



1666 John F Kennedy Cswy #300
North Bay Village , FL 33141
Attention : Meagan

KleanPower Electric
5101 SW 160THAVE
SOUTHWEST RANCHES, FL 33331
EC-13002068
Ph :786-302-0262

Estimate

Estimate Number E2354
Estimate Date May 1, 2024

Description	Qty	Each	Amount
nstallation on cables for new tree light setups , RUN new ONE inch and a quarter conduit PVC in trench provided by city workers, wires and assemble LED,DMX lights supplied by client WE DO NOT INCLUDE ANY TRENCH WORK	12	2,275.00	27,300.00
The Following is not included : permit fees , engineering fees, fixture fees, trench work , any materials associated with cables or data for fixtures			
IP65-rated RGBAW+UV LED wash light providing Red, Green, Blue, White, Amber, Ultraviolet, DMX512 Fixture Type PAR Light Source 12x Color/UV LED - 120 W / 512 mA Expected Lamp Life 50,000 Hours Colors Red, Green, Blue, White, Amber, Ultraviolet	12	968.26	11,619.12

Total Estimate (USD) $38,919.12

Exclusions : Any Permit fees, Permit procedures, any fixtures supplied or installed unless noted in invoice, engineering fees, new plans, etc.
Owner to Obtain permit



Gozlan Electric LLC

Lic EC13009167

Business Number 305-796-3873

3960 N 38th Ave

Hollywood FL 33021

www.gozlanelectric.com

roygozlan@me.com

INVOICE

INV2390

DATE

04/02/2024

DUE

On Receipt

BALANCE DUE

USD $13,412.52

BILL TO

North Bay Village

1666 John F Kennedy Cswy #300

North Bay Village , FL 33141

P.O Number 008685

pwdocuments@nbvillage.com

DESCRIPTION	RATE	QTY	AMOUNT
Materials : new outdoor DMX cables for power and light signal a set of 12 of each tree	$2,367.00	1	$2,367.00
IP65-rated RGBAW+UV LED wash light providing Red, Green, Blue, White, Amber, Ultraviolet, DMX512 Fixture Type PAR Light Source 12x Color/UV LED - 120 W / 512 mA Expected Lamp Life 50,000 Hours Colors Red, Green, Blue, White, Amber, Ultraviolet Photometrics 98 fc / 1052 Lux at 16.4' / 5 m Lumen Output 4532 Lumens Beam Angle 22.2°	$920.46	12	$11,045.52

TOTAL	$13,412.52
BALANCE DUE	USD $13,412.52

Payment Info

PAYMENT INSTRUCTIONS

Zelle to phone number 305-796-3873

BY CHECK

Gozlan Electric LLC

Following are not included: Any Permit fees, Permit procedures, all trims, dimmers, antenna wire, Smoke detectors, Telephone wire, Data Wire, Alarm wire, Audio wire, any fixtures supplied or installed unless noted in invoice, engineering fees, new plans, etc. Owner to Obtain permit, Garbage pick up or used parts removal from property, any Roof Work, any Drywall patching, all furniture in the way of proposed work are responsibility of owner and shall be moved by owner . All fixtures or materials purchased are covered under a one year warranty, afterwards owner is responsible to deal with manufacture directly .

All prices are good for 14 days, and are based on Stocked items only quoted on date of estimate . If work is started or deposit is given, and materials are not in stock or backordered , price adjustment will be applied to this invoice if prices are higher to get materials

Any fees for documents or certificates from county or state are not included

Any modification/addition/connection to our original installation via circuitry/box connection/breaker/wires after permit is finalized shall, void, any warranty or guarantee on our labor or work

Any outside contractor working on any electrical work during our permit, or after our permit is closed, so avoid any warranty or guarantee on our labor

Budget Amendment Form

Department : Street Maintenance	Date : 5/14/2024
Fund(s) to be changed: Street Maintenance Fund/General Fund	

GL Account	GL Line Item	Project:	Transfer to:	Transfer from:
112.18.541.6320	Landscape Improvements	SMF#24-06	$ 29,612.52	
112.00.381.3801	Transfer from General Fund			$ 29,612.52
001.19.519.9112	Transfer to Street Maintenance Fund		$ 29,612.52	
001.00.389.3890	Appropriation of Fund Balance			$ 29,612.52
TOTAL (Columns must be equal)			**$ 59,225.04**	**$ 59,225.04**

Description:

Transfer from General Fund $29,612.52 to the Street Maintenance Fund for the Median Uplighting & Electrical Project SMF#24-06 (New).

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY: Vice Mayor Dr. Richard Chevrony

SUBJECT: A Resolution Approving an Agreement with Waste Connections for Recycling Collection Services for Commercial & Multifamily Properties - Village Manager Ralph Rosado, PhD, AICP *(Marlon Lobban, Public Works Director)*

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH WASTE CONNECTIONS OF FLORIDA, INC. FOR THE COLLECTION, HAULING, AND PROCESSING OF SINGLE-STREAM RECYCLABLE MATERIALS FOR COMMERCIAL AND MULTIFAMILY RESIDENTIAL UNITS UTILIZING THE TERMS AND CONDITIONS OF TOWN OF SURFSIDE CONTRACT DATED APRIL 1, 2020; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an agreement with Waste Connections, which establishes new service rates to provide recycling collection services for multi-family and commercial properties.

BACKGROUND AND ANALYSIS

Per the Memorandum of Understanding North Bay Village has with Miami-Dade County, the Village is required to provide recycling service. While recycling for residential properties is provided directly by the County, the Village provides recycling service for multifamily and commercial properties through a contracted vendor "Waste Connections."

Waste Connections has been providing this service to the Village since 1997 when the firm was known as BFI. The contract terms expired on September 30, 2001. Several previous

village Requests for Proposals (RFPs) have resulted in 0 to 1 proposals typically submitted. Lack of submittals results in delayed services, due to the village having to re-advertise the project or find recently awarded RFPs of similar scope to compare costs. Waste Connections has provided recycling service in the Village for 25 years, without issue. The properties find them reliable and responsible with few complaints.

The original contract (Exhibit A) was dated August 26, 1997. Article II Section C of the agreement references Exhibit A as the list of containers to be serviced in accordance with this contract but does not provide a unit price of the containers. Article IV of the agreement states the initial monthly payment to be $3,226.96 and does not assign a unit price for each of the containers or sites listed in Exhibit A. Additionally, Section II-B permits a change in rates in accordance with a CPI index.

Over the years the scope of work in Exhibit A has changed dramatically with the re-development of properties and increased recycling participation. Because there were no unit prices stated in the contract, the Village is unable to determine what rates were used for the added units. Over the last few years, Waste Connections has been using the market rate for containers added to the scope of work. Due to growth in the village and conventional inflationary pressure, prices have risen. Due to the dated contract and current account services based on lump sum costs, reconciliation of Waste Connections' invoices has become difficult to determine accurate payment. In addition, staff recommends ensuring that we are receiving competitive rates. After an exhaustive search, staff determined that prices should be consistent with those paid by the Town of Surfside, as shown in Exhibit B. Exhibit C reflects an update of the village's current accounts that are being serviced by Waste Connections.

To avoid interruption in village recycling services to multifamily and commercial properties and remain compliant with the County ordinance, it is recommended that the Village Commission approve an agreement with Waste Connections, pursuant to §36.25 (L) of the Village Code, *Best interest of Village. The Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.*

This will allow the village to maintain current services, and develop an RFP to advertise for recycling services at a later date if the commission so chooses.

Approval of this item will promote the Efficiency Pillar.

Efficiency

The ability to minimize wasting materials, energy, effort, money, and time in doing something or in producing a desired result. In a more general sense, it is the ability to do things well, successfully, and without waste.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Increases village's recycling service monthly costs from approximately $9,500 to $11,000 per month, although this cost varies (+/-) monthly due to the fuel surcharge.

PERSONNEL IMPACT
None

ATTACHMENTS
Reso Waste Connections for Recycling.DOCX
Agreement -Waste Connections for Recycling .DOCX
Exh. A) 1997 Recycling Agreement.pdf
Exh. B) Surfside -FINAL Fully Executed.pdf
Exh. C Waste Management Inc. of FL Recycling Srvs.pdf
Exh. D) Contract Recycling Rates.pdf
Exh. E) Recycling Accts - Proposed List 2-29-24.pdf
Exh. F) Bin Audit Presentation.pdf
Exhibit A1 - Price Sheet-Updated 4th year of initial term.pdf

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH WASTE CONNECTIONS OF FLORIDA, INC. FOR THE COLLECTION, HAULING, AND PROCESSING OF SINGLE-STREAM RECYCLABLE MATERIALS FOR COMMERCIAL AND MULTIFAMILY RESIDENTIAL UNITS UTILIZING THE TERMS AND CONDITIONS OF TOWN OF SURFSIDE CONTRACT DATED APRIL 1, 2020; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to provide collection, hauling, and processing of single-stream recyclable materials for commercial and multi-family residential units within the Village (the "Services"); and

WHEREAS, on August 26, 1997, the Village entered into an agreement (the "1997 Agreement") with Waste Connections of Florida, Inc. (the "Contractor") for the provision of the Services to commercial and multi-family residential units within the Village; and

WHEREAS, due to the redevelopment of various properties in the Village and increased recycling participation since 1997, the 1997 Agreement no longer reflects the scope of the Services required by the Village; and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, the Village has sought to competitively procure the Services on various occasions, but has been unable to secure sufficient proposals from potential vendors; and

WHEREAS, Village Staff finds that the Contractor has provided the Services in a reliable and responsible manner over the past twenty-five years; and

WHEREAS, on April 1, 2020, the Town of Surfside entered into an agreement with the Contractor (the "Surfside Contract") that includes the scope of Services required by the Village; and

WHEREAS, the Village desires to continue using the Contractor to provide the Services for the commercial and multi-family residential units within the Village and has recommended that the Village Commission approve a contract with the Contractor for the Services consistent with the terms and conditions of the Surfside Contract; and

WHEREAS, for all of the aforementioned reasons, the Village Commission finds that it is in the Village's best interest to enter into a contract with the Contractor for the Services; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission desires to approve an agreement for the Services (the "Agreement") with the Contractor in substantially the form attached hereto as Exhibit "A" based on the terms and conditions of the Surfside Contract; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the Agreement with the Contractor in substantially the form attached hereto as Exhibit "A."

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

Section 4. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary, including the expenditure of budgeted funds, to implement the purpose and provisions of this Resolution.

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

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

Mayor Brent Latham _____

Vice Mayor Richard Chervony _____

Commissioner Goran Cuk _____

Commissioner Andy Rotondaro _____

Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this ___ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
WASTE CONNECTIONS OF FLORIDA, INC.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2024 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **WASTE CONNECTIONS OF FLORIDA, INC.**, a Delaware Corporation authorized to do business in Florida (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WHEREAS, the Village desires to provide collection, hauling, and processing of single-stream recyclable materials for commercial and multi-family residential units within the Village and commercial units (the "Services"); and

WHEREAS, on April 1, 2020, the Town of Surfside ("Surfside") entered into a contract with the Contractor, which contract is attached hereto as Exhibit "A" (the "Surfside Contract"); and

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

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, on [date], the Village Commission adopted Resolution No. 2024-XX approving an agreement with the Contractor based on the terms and conditions of the Surfside Contract as the terms were in the best interest of the Village; and

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

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

1. **Incorporation of Contract.** The terms and conditions of the Surfside Contract (Exhibit A hereto) is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Surfside Contract are hereby

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

ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Surfside Contract, the terms and provisions of this Agreement shall control.

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

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

5. **Amending Section 3 of the Surfside Contract.** Section 3, "Operations," of the Surfside Contract is hereby deleted in its entirety and replaced as follows:

   SECTION 3. OPERATIONS.

   * * *

   E. The Service Provider shall perform manual visual inspections and/or electronic inspections of all Municipal Single Stream Recyclable Materials to ensure that they do not contain Excluded Materials that would cause rejection of Recyclable Materials by a Materials Recovery Facility. The Service Provider shall notify the Village of Commercial and Residential Multi-Family Units that fail to comply with any procedures for the removal or exclusion of Excluded Materials in the preparation and disposal of Recyclable Materials on a monthly basis, unless otherwise directed by the Village Manager or the Village Manager's designee. Furthermore, the Service Provider shall provide the Village with monthly or quarterly reports with tipping receipts and contamination rates received from any Materials Recovery Facility in connection with the provision of the Services.

   F. The Service Provider shall provide the Village with educational materials for electronic and/or physical distribution to Commercial and Residential Multi-Family Units regarding the proper preparation and/or disposal procedures for Recyclable Materials and such other matters relating to the Services.

6. **Amending Section 12 of the Surfside Contract.** Section 12, "Term of Agreement," of the Surfside Contract is hereby deleted in its entirety and replaced as follows:

   SECTION 12. TERM OF AGREEMENT. The term of this Agreement shall commence on the first day of the month following the Village Commission's approval of this Agreement and conclude March 31, 2025 (the "Initial

Term"), unless terminated in accordance with Section 28 of this Agreement. At the expiration of the Initial Term of this Agreement, the Village shall have the option, upon the Service Provider's consent, which shall not be unreasonably withheld, to extend the Agreement for successive periods of five (5) years, unless the Service Provider provides notice of its intent not to renew this Agreement at least one-hundred eighty (180) days prior to the end of the Initial Term (the "Renewal Terms").

7. Amending Section 16 of the Surfside Contract. Section 16, "Spillage," of the Surfside Contract is hereby amended to read as follows:

SECTION 16. SPILLAGE.

To ensure a clean community, the Service Provider must clean up, collect, or dispose of any loose or spilled Municipal Single Stream Recyclable Materials caused by the Service Provider's rendering of the Services. Notwithstanding the foregoing, ~~I~~it is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Single Stream Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Single Stream Recyclable Materials placed outside of the Containers by any Commercial or Multi-Family Residential Unit. The Service Provider shall report the location of such conditions to the ~~Town~~ Village so that the ~~Town~~ Village can issue proper notice to the owner or occupant of the Commercial or Multi-Family Residential Unit instructing the owner or occupant to properly contain such Municipal Single Stream Recyclable Materials. Should such excess Municipal Single Stream Recyclable Materials continue to be placed outside of the Containers, the ~~Town~~ Village may require such Commercial or Multi-Family Residential Units to increase the frequency of collection of such Municipal Solid Waste or Construction or Demolition Waste, of require the Commercial or Multi-Family Residential Units to utilize a Container with sufficient capacity so the excess Single Stream Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as approved by the ~~Town~~ Village as provided for in Section 9.B. hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

8. Amending Section 19 of the Surfside Contract. Section 19, "Customer Service," of the Surfside Contract is hereby amended to read as follows:

SECTION 19. CUSTOMER SERVICE.

The ~~Town~~ Village shall field all inquiries and complaints from Commercial and Multi-Family Residential Units and Municipal Facilities relating to the collection hauling and processing of Municipal Single Stream Recyclable Materials and the Service Provider and the ~~Town~~ Village agree to cooperate

with each other in the response to any such inquiries and the resolution of any such complaints. In order to assist the ~~Town~~ Village in is obligations under this Section 19, the Service Provider agrees to provide the ~~Town~~ Village with a primary contact and 24/7 and emergency telephone numbers, as well as Service Request Forms for customer service issues, such as changes in service, container repair requests, defective and/or unsanitary vehicles, ~~and~~ missed collections, and other aspects of the Services that are or will become deficient.

9. Amending Section 21 of the Surfside Contract. Section 21, "Vehicles and Equipment," of the Surfside Contract is hereby amended to read as follows:

SECTION 21. VEHICLES AND EQUIPMENT.

(a) **Vehicles**. Vehicles used by the Service Provider for the collection, hauling and processing of Municipal Single Stream Recyclable Materials shall be covered and/or protected at all times while in transit to prevent the blowing or scattering of Municipal Single Stream Materials onto the ~~Town's~~ Village's public streets, properties adjacent thereto to properties serviced, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be maintained in good condition and repair, and washed and deodorized once per week to prevent leaks and spilling of leachate water onto streets and driveways. Drivers are expected to inspect their vehicles before driving.

(b) **Other Equipment**. All Containers must feature a standardized label no smaller than 11 x 17 inches that advises users in writing and through pictograms of the types of eligible Recyclable Materials and ineligible Excluded Materials. The standardized label shall be affixed permanently to the front of a Roll-Off Container and on the top of the lid of a Roll-Out Container. All other sides of any Container shall feature a stencil or vinyl "Recycling" label visible from 20 feet away. All labels shall be subject to the approval of the Village Manager or designee prior to placement. The Service Provider shall inspect Containers at least annually to ensure legibility of all labels and shall replace or repair any labels that have become illegible.

10. Amending Section 34 of Surfside Contract. Section 34 of the Surfside Contract is hereby deleted and replaced as follows:

34. Ownership and Access to Records and Audits.

34.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed

or made by Service Provider during the term of this Agreement ("Work Product") belong to the Village. Service Provider shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

34.2. Service Provider agrees to keep and maintain public records in Service Provider's possession or control in connection with Service Provider's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Service Provider involving transactions related to this Agreement. Service Provider additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Service Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

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

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

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

34.6. Any compensation due to Service Provider shall be withheld until all records are received as provided herein.

34.7. Service Provider's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

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

11. **Exhibit "A" of Agreement Replaced.** Exhibit "A" of the Surfside Contract is hereby deleted in its entirety and replaced with Exhibit "B" to this Agreement.

12. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice. This provision shall replace and supersede Section 33 of the Surfside Contract.

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

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

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager

Attest:

By: _____
Alba Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: Dr. Ralph Rosado, Ph.D., AICP, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
hsera@wsh-law.com (email)

WASTE CONNECTIONS OF FLORIDA, INC.

By: _____

Name: _____

Title: _____

Addresses for Notice:
Waste Connections of Florida, Inc.
3840 NW 37th Court
Miami, FL 33142
Attn: Bret Boccabella
_____(telephone)
_____(email)

With a copy to:
Waste Connections US, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380
Attn: Legal Department
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

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

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

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

EXHIBIT A
COPY OF SURFSIDE CONTRACT

FILE

33185

AGREEMENT
FOR THE PROVISION OF EXCLUSIVE COMMERCIAL RECYCLING COLLECTION SERVICES

between:

The City of North Bay Village

and

BFI Waste Systems of North America, Inc., formerly known as: Browning Ferris Industries of Florida, Inc.

This agreement is made and entered into this 26th day of August, 1997, by and between **BFI Waste Systems of North America, Inc., formerly known as: Browning Ferris Industries of Florida, Inc.** ("Company") and the City of North Bay Village, a Florida municipal corporation ("City".)

RECITALS

A. Company is award the exclusive contract to provide commercial and multifamily recycling collection services pursuant to the City's Bid #97-05-01.

B. City and Company have negotiated this agreement in good faith.

C. City and Company have the authority to enter into this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

TERMS OF AGREEMENT:

ARTICLE I

EXCLUSIVITY OF SERVICE

The City grants to Company the exclusive right to provide commercial and multi family recycling collection service on behalf of the City to such businesses and multi family buildings that are currently serviced by the City. At the time of this Agreement, these locations are designated on Exhibit A, attached hereto. These locations may be increased or decreased at the City's option upon the giving of fifteen (15) days written notice.

ARTICLE II

DUTIES OF COMPANY

A. **COLLECTION.** Company will collect all commercial businesses and multifamily buildings in accordance with all governmental rules and regulations in effect at the time of collection. Company shall have adequate equipment on hand to service the area and shall utilize recycling type equipment in its collection efforts that are clearly marked as recycling equipment. The City shall not enter into an agreement for the collection of Recyclable Materials from Commercial Accounts with any party other than Company during the term. Notwithstanding anything to the contrary, Company shall not be responsible for the collection of any contaminated recyclable material, solid waste, hazardous, bio-hazardous, or toxic waste. All trucks will display a recycling sign.

B. **DEFINITIONS.** Recyclable materials and containers used therefore shall be defined as follows:

A. Commingled containers shall be used for aluminum beverage cans, commingled with ferrous food containers; high density polyethylene plastics (HDPE) commingled with polyethylene terephthalate plastics (PET); clear glass; green glass; brown glass; and any other recyclable materials agreed to by the City and Company.

B. Newspaper/Cardboard containers shall be used for Fiber Mix, which shall be defined as white office paper, corrugated cardboard, newspapers, including the normal percentage of rotogravure and colored sections. Phone books may be collected during the months of August through November, in conjunction with other recycling programs.

C. White goods shall be defined as Refrigerators, hot water heaters, and the like.

D. Non recyclable materials shall include aerosol cans, pharmaceutical glass containers, medical waste containers, pesticide containers, containers for hazardous waste or hazardous waste.

C. **RECYCLING CONTAINERS.** Company shall initially provide the size and quantity of containers and toters, as shown on Exhibit "A" attached hereto. During the first sixty (60) days of this agreement, Company shall contact each multi-family and business account, in writing and courtesy copy the city to confirm that their service (i.e., number and size of toters and/or bins and containers, as shown on Exhibit "A" is adequate for their recycling needs. The customer (account) may request additional or reduced service within ninety (90) days of the effective date of this Agreement. All service change requests during this period must be approved by the City. In the event there is a dispute between Company and the account as to the need for additional containers during the initial ninety

(90) days, the city, through its City Manager, shall have the final determination of the number of containers required for service at each business. The City may request , in addition to the size, type and number of containers listed in Exhibit "A", up to six (6) extra 90 gallon toters, one (1) extra one cubic yard container and one (1) extra two cubic yard container without additional charge. Company shall own the containers and upon termination of this agreement, may remove such containers from commercial accounts. Additional or reduced charges for new accounts, service changes or loss of business accounts shall be prorated based upon the amount of containers utilized following the above described ninety (90) day adjustment period. These changes shall be adjusted for inflation in accordance with article III, paragraph B.

D. **MATERIAL REVENUE AND CONTAMINATION.** Company represents that it will lawfully collect and dispose of all recyclable materials and shall continue to do so for the term of this Agreement. All material revenue generated from the recyclable material shall be the Company's. Company shall refuse to collect any obviously contaminated recyclable material and shall notify City in writing of the location of these accounts within twenty four (24) hours of refusal to collect. Company shall be the owner of all recyclable materials it collects from the commercial and multi family accounts and may recycle, process and sell the recyclable materials, in its discretion. Neither the City nor the Commercial and Multifamily accounts shall be entitled to the proceeds of any sale by commercial accounts of processed or unprocessed recyclable materials. The City agrees to take such steps as may reasonably be necessary to protect ownership of all recyclable materials placed in containers, including the enactment of an anti-scavenging ordinance that is approved by the Company.

E. **EDUCATION.** Company shall provide its accounts with information regarding the recycling program on a periodic basis and all of such material shall be pre-approved by the City Manager.

F. **REPORTS.** Company agrees to provide City with information on commercial recyclable material service that will allow City to comply with all reasonable Metro Dade Recycling Reports that are necessary to comply with state and federal law.

G. **HOURS OF OPERATION.** Company shall only provide service in the City between 7:30 a.m. and 4:30 p.m., Tuesday to Friday and 8:00 a.m. to 4:30 p.m. Saturdays and Sundays, unless Company informs City of an emergency (e.g. truck breakdown; traffic delays or accident) that are not acts directly within the control of Company. All such emergency work must conclude by 6:30 p.m. unless otherwise approved by the City Manager.

H. **REPRESENTATIONS OF COMPANY.** Company represents that it has the capability of collection and lawfully disposing of the recyclable materials and that it shall retain such capability throughout the term hereof.

ARTICLE III

PAYMENTS

A. **INITIAL RATES.** Company shall collect recycling materials from multifamily and commercial accounts as directed by the City. Pursuant to Bid #97-05-01, for collection of commercial recycling, the initial rates shall be monthly for those accounts listed on Exhibit A.

B. **CHANGE IN RATES.** The initial rates established will remain the same until September 30, 1998. The fee shall increase as of October 1, 1998 by an amount equal to eighty five percent (85%) of the increase in the Consumer Price Index for the Miami Metropolitan area, all items for Urban Wage Earners for the Miami Metropolitan area, all items for Urban Wage Earners and Clerical Workers, as published by the Bureau of Labor (November 1977 = 100), or a mutually agreeable alternative index if that index is no longer published (the "CPI") for the twelve month period ending July, 1998 of that year over (ii) the CPI for the period ending July, 1997. Company will notify City of the increase or decrease no later than September 1st of each Year. The City reserves the right to increase or decrease the amount of recycling bins by up to 10%, in which case the contract price will be adjusted on a pro-rated basis.

C. **PAYMENTS BY CITY.** City shall pay Company by the fifteenth (15th) of the month for services to be performed the prior month. All monthly billings shall be itemized in detail in accordance with the requirements of the City as set forth in Bid #97-0501 by the City to the Company, and which terms are incorporated by reference, for all purposes. Company will bill the City by the twenty-fifth (25th) of the month for the month's services.

ARTICLE IV

TERM

This Agreement shall commence August 1, 1997 and shall expire September 30, 2001. The initial monthly payment is $3,226.96

ARTICLE V

DEFAULT

Should the City allege that Company is in default of the terms of this Agreement, the City shall notify Company in writing of such allegations and Company shall have five (5) days from receipt of notice to cure the alleged default or respond in writing to said allegations. Any action taken to terminate this agreement must be taken by the City Commission at a regularly scheduled

meeting after proper notice and the expiration of any cure period. Company shall be notified of the date of the meeting at least seven (7) days prior to said meeting.

ARTICLE VI

NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified U.S. Mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For the City: **James DiPietro, City Manager**
7903 East Drive
North Bay Village, FL 33141

Copy to: **Murray Dubbin, City Attorney**
c/o City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33140

For the Company: Robert Hely, Vice President
c/o BFI Waste Systems of North America, Inc.
2380 College Avenue

Davie, Florida 33317

Copy to: Scott Friedlander, Esquire
c/o Browning-Ferris Industries
8607 Roberts Drive, Suite 100

Atlanta, Georgia 30350

ARTICLE VII

INDEMNIFICATION OF CITY

Company shall indemnify and save harmless City and its officers, agents, employees from any account of any claim originating from losses, expenses, insurance, damages or liability

resulting or arising from Company's performance or non-performance of services pursuant to this Agreement, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of the City, its officers, agents or employees. The indemnification provided by this Article shall obligate company to defend at its own expense or to provide for such defense at City's option, any and all claims and suits brought against city's which may result from performance or non-performance of services pursuant to this agreement.

ARTICLE VIII

INSURANCE

Company shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the limits specified below:

Coverages:	**Minimum limits of liability:**
Workers Compensation	Statutory
Comprehensive/General Liability and Personal Injury	$100,000 combined single limit
Automobile/Truckers Liability	$300,000 combined single limit

All insurance will be by insurers authorized to do business in the state of Florida. Prior to Company being allowed to commence service, it shall provide City with certification of insurance or other satisfactory evidence that such insurance has been procured and is in force and that City is named additional insured. Said policies shall not thereafter be canceled, be permitted to expire, or be changed without thirty (30) days' advance written notice to the City.

ARTICLE IX

COMPLIANCE WITH LAWS AND REGULATIONS

Both City and Company shall keep fully informed of all federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Both the City and Company shall at all times observe and comply with all such laws, ordinances, rules, regulations, orders and decrees; and Company shall protect and indemnify the City and all of its officers, agents, servants or employees against any such claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by subject to a standard of reasonableness for actions taken by the City, its representatives, subcontractors, subconsultants, professional associates, agents, servants or employees. Additionally, Company shall obtain all licenses and permits to conduct business pursuant to this Agreement from the Federal Government, State of Florida, County of Broward and Dade, North Bay Village, and other municipalities when legally required.

ARTICLE X

ACCEPTANCE OF RIGHTS

By acceptance of the rights and privileges granted pursuant to this Agreement, the City and Company agree to comply with each and every provision, term and condition hereof, including, without limitation, any additions or amendments hereinafter adopted, all federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority, which in any manner affect the work, or which in any way affect the conduct of the work, and any amendments thereto.

ARTICLE XI

REPRESENTATIONS

Company represents that it has the capability of collecting and lawfully disposing of the Recyclable Materials and that it shall retain such capability throughout the term hereof. Failure or loss of either capability shall constitute a default by Company and subject this Agreement to termination as provided in Article V.

ARTICLE XII

COLLECTION OF CITY'S WHITE GOODS

Company shall collect when the City requires, but no more frequently than twice a month, and without charge, white goods from the City's motor pool area. The Company shall supply, at no charge to the City, a collection container for white goods of a size no more than 20 cubic yards.

ARTICLE XIII

LAWS TO GOVERN

This Agreement shall be governed by the laws of the State of Florida.

ARTICLE XIV

ASSIGNMENT AND SUB-LETTING

No assignment by Company of this Agreement or any right accruing under this Agreement shall be made in whole or in part absent the written consent of the City Commission. In the event of any assignment, the assignee shall assume any liability of Company.

ARTICLE XV

PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE XVI

LITIGATION

Jurisdiction and venue for all purposes relating to this Agreement shall be made in Dade County, Florida. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

ARTICLE XVII

FORCE MAJEURE

In the event performance is prevented or delayed by reason of circumstances beyond control of a Party ("force majeure" as hereafter more fully defined), such non-performance or delay as well as compensation for services shall be excused for such time during which performance is prevented or delayed by such circumstance.

"Force Majeure" shall mean the following events or circumstances to the extent that they delay or prevent performance under this Agreement:

A. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires and explosions (except those caused by act or negligence of Company, its agents and assigns), landslides, earthquakes, epidemics, quarantine and pestilence; and

B. Acts of war, terrorism, effects of nuclear radiation, blockades, insurrections, riots, civil disturbances or national or international calamities directly affecting performance; and

C. A general industry strike and/or work stoppages other than those occurring at the Metro Recycling Facility and other than those caused by a negligent or willful act or omission of company or its agents or assignees.

In order to be entitled to the benefit of this section, a party claiming an event of force majeure

shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and how it affects performance and shall further be required to use its best efforts to cure the event of force majeure or, in case the Company is such party, to obtain a substitute party to provide its service.

ARTICLE XVIII

Time is of essence in this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

Attest:

Beatris M. Arguelles, City Clerk

/s/ Murray H. Dubbin
Murray H. Dubbin, City Attorney

Attest:

_____
Name/Title

_____
Name/Title

CITY OF NORTH BAY VILLAGE:

James DiPietro, City Manager

08/26/97
Date Signed

COMPANY:
BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

Name/Title Robert Hely, Vice President

ROBERT HELY / VP
Name/Title

8/20/97
Date Signed

MARSH & MCLENNAN, INC.

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER: # 52499

PRODUCER

Marsh & McLennan, Incorporated
1166 Avenue of the Americas
New York, NY 10036-2774

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED HEREIN.

INSURED

Browning-Ferris Industries of Florida, Inc.
2380 College Avenue
Davie, FL 33317

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A: NATIONAL UNION FIRE INS. CO.

COMPANY LETTER B:

COMPANY LETTER C:

COMPANY LETTER D:

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	RMGL 143-84-50	5/01/97	5/01/98	GENERAL AGGREGATE	$ 10000000
	[X] COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	$ 5000000
	[ ] CLAIMS MADE [X] OCCUR.				PERSONAL & ADV INJURY	$ 2500000
	[X] OWNER'S CONTRACTOR'S PROT.				EACH OCCURRENCE	$ 2500000
	[X] Contractual Lia				FIRE DAMAGE (Any one fire)	$ 250000
					MED. EXPENSE (Any one person)	$ 10000
A	AUTOMOBILE LIABILITY	RMCA 143-93-84	5/01/97	5/01/98	COMBINED SINGLE LIMIT	$ 5000000
A	[X] ANY AUTO	RMCA 143-93-85 (TX)	5/01/97	5/01/98	BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS				PROPERTY DAMAGE	$
	[ ] HIRED AUTOS					
	[ ] NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY	
					EACH ACCIDENT	$
					AGGREGATE	$
A	EXCESS LIABILITY	BE 9325958	5/01/97	5/01/00	EACH OCCURRENCE	$ 7500000
	[X] UMBRELLA FORM				AGGREGATE	$ 7500000
	[ ] OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	$
					DISEASE - POLICY LIMIT	$
					DISEASE - EACH EMPLOYEE	$
A	OTHER EXC WORK COMP	RMWX 113-46-46	5/01/97	5/01/98	Statutory Limits	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

(SEE REVERSE AND/OR ATTACHED)

CERTIFICATE HOLDER

City of North Bay Village
7903 East Drive
Attn: Priscilla
North Bay Village, FL 33141

CANCELLATION

SHOULD ANY OF THE POLICIES LISTED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH & MCLENNAN, INCORPORATED
BY:

MMI 1 (8/95) ISSUED AS OF: 8/21/97

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE #52499 (CONTINUED)

INSURED : Browning-Ferris Industries of

HOLDER : City of North Bay Village
7903 East Drive
Attn: Priscilla
North Bay Village, FL 33141

State certified self insurer for workers' compensation and employers liability. Policy period is 5/1/97-98. Limit of liability is statutory for workers' compensation and $2,500,000 each accident/$2,500,000 disease-policy limit/$2,500,000 disease-each employee for employers liability.

The certificate holder is named as additional insured.

Sanitation Accounts

CITY OF NORTH BAY VILLAGE

Schedule and Fees

Multi Family Properties - Recycling Services

Account Number	Name of Property	Service Address	Number of Units	TYPE		Bottles / Cans: Co-Mingled	Newspapers / cardboard	Notes / Comments		
						90 Gallon Containers	90 Gallon Containers			
1100047018	Treasure Bay apts	1750 S Treasure Drive	9	BLD		1	1			
1100048011	Bay Village Condo	1790 S Treasure Drive	12	BLD		1	1			
1100050014	Biscayne Bay Apts	1800 S Treasure Drive	12	BLD		1	1			
1100051017	Casa Del Rey Condo	1820 S Treasure Drive	22	BLD		2	2			
1100052010	El Madrid Apts	1801 S Treasure Drive	144	BLD		4	4			
1100053037	Bay Point Apts	1830 S Treasure Drive	20	BLD		1	1			
1100054016	Harlom	1850 S Treasure Drive	10	BLD		1	1			
1100056012	Treasure Bay Club Condo	1880 S Treasure Drive	50	BLD		2	2			
1100057015	Treasure Point	1900 S Treasure Drive	187	BLD		6	6			
1100076016	Treasure House So	7501 E Treasure Drive	171	BLD		3	2			
1100085034	Allissa Apartments	1801 Galleon Street	8	TWH		1	1			
1100170017	Orion Financial	1657 N Treasure Drive	4	QPX		1	1			
1100171041	Treasure Cove	1625 N Treasure Drive	24	BLD		1	1			
1200293032	Prado Bay Apts	1455 N Treasure Drive	123	BLD		6	6			
1200311022	Treasure Key Apts #1 of 2	1701 N Treasure Drive	7	BLD		1	1			
120031025	Treasure Key Apts #2 of 2	7801 Hispanola Avenue	7	BLD		1	1			
1200318023	N.Bay Whitehouse	1800 Kennedy Causeway	152	BLD		6	6			
1200327010	Treasure House No	7525 E Treasure Dr	160	BLD		4	3			
1200329016	Caribbean Towers	7545 E Treasure Dr	103	BLD		4	3			
1200330535	North Bay Landing / MAIN	7601 E Treasure Dr	506	BLD		6	6			
1200333015	Kennedy House Condo	1865 Kennedy Causeway	230	BLD		5	4			
1300539027	Royal Isle Apts	7905 East Drive	45	BLD		3	3			
1300540010	Harbor Condo Assoc	7909 East Drive	22	BLD		2	2			
1300542016	Harbor Condo #2	7911 East Drive	8	BLD		3	2			
1300543026	Bayview 41 Apts	7915 East Drive	42	BLD		3	3			
Listed Properties	25	Sub-Total : # of Units	2078	SubTotal # of Gallons:		69	64			

EXHIBIT A
Page 1 of 4

Prepared By: Carmen Spelorzi - UB 05/20/97 Completed by:

Sanitation Accounts

CITY OF NORTH BAY VILLAGE

Schedule and Fees

Multi Family Properties - Recycling Services

Account Number	Name of Property	Service Address	Number of Units	TYPE		Bottles / Cans; Co-Mingled 90 Gallon Containers	Newspapers / cardboard 90 Gallon Containers	Notes / Comments
1300544012	Lido Condominium	7919 East Drive	20	BLD		2	2	
1300545114	Continental Apts	7927 East Drive	20	BLD		2	2	
1300548038	Island Terrace Apts	7931 East Drive	24	BLD		2	2	
1300550017	?? / Spellman	7937 East Drive	5	BLD		1	1	
1300551010	Kiwi Apartments	7939 East Drive	5	BLD		2	2	
1300552013	Nash-Tessler	7941 East Drive	3	TPX		1	1	
1300554026	Bays Water Condo	7945 East Drive	26	BLD		2	2	
1300556015	Biscayne Sea Club	8000 East Drive #1	18	BLD		4	4	
1300562010	Majestic Isle Condo	7946 East Drive	38	BLD		3	3	
1300569011	The White House Apts	7926 East Drive	7	BLD		2	1	
1300571021	Bays End Aparments	7924 East Drive	20	BLD		2	2	
1300572024	Victoria Apartments	7922 East Drive	8	BLD		2	2	
1300573010	Belle Isle Condo	7920 East Drive	24	BLD		2	2	
1300580025	The Islander Apt	7917 West Drive	30	BLD		2	2	
1300582021	Valerie Apts	7921 West Drive	8	BLD		1	1	
1300583024	Delegate Apartments	7925 West Drive	24	BLD		4	4	
1300584010	?? / Spellman #2	7927 West Drive	5	BLD		1	1	
1300585112	Magaluf Towers	7933 West Drive	34	BLD		1	1	
1300586016	Stellar Apartments	7935 West Drive	8	BLD		1	1	
1300587019	Davis Apartments	7937 West Drive	6	BLD		1	1	
1300588012	Chateau Isle	7939 West Drive	12	BLD		1	1	
1300589015	Casa Marina Apts	8000 West Drive	162	BLD		4	4	
1300590022	Carib Apartments	7940 West Drive	21	BLD		2	1	
Isted Properties	23	Sub-Total : # of Units	528	SubTotal # of Gallons:		45	43	

EXHIBIT A
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Prepared By: Carmen Spelorzi - UB 05/20/97 Completed by:

Sanitation Accounts

CITY OF NORTH BAY VILLAGE

Schedule and Fees

Multi Family Properties - Recycling Services

Account Number	Name of Property	Service Address	Number of Units	TYPE		Bottles / Cans; Co-Mingled 90 Gallon Containers	Newspapers / cardboard 90 Gallon Containers	Notes / Comments
1300591025	Harbor Vista Apts	7938 West Drive	10	BLD		1	1	
1300595010	Islander Club Condo	7928 West Drive	88	BLD		3	3	
1300597016	North Bay Apts	7920 West Drive	17	BLD		2	3	
1300598033	Tides Apartments	7918 West Drive	8	BLD		1	2	
1300599036	Yellow Bird Apts	7916 West Drive	4	QPX		1	1	
1300600035	Rocamor Apts	7914 West Drive	8	BLD		1	1	
1300601021	Harbor West Apts	7910 West Drive	45	BLD		2	2	
1300603010	Bayshore Condo Assoc	7904 West Drive	160	BLD		2	2	
		FINAL						
Listed Properties	9	Sub-Total : # of Units	340		SubTotal # of Gallons:	13	15	
Total ALL Pages	49	TOTAL ALL PAGES->>	2946		Total ALL Pages	127	122	

EXHIBIT A
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Prepared By: Carmen Spelorzi - UB 05/20/97 **Completed by:** **Page No. 3**

Sanitation Accounts

CITY OF NORTH BAY VILLAGE

Schedule and Fees

Commercial Properties - Recycling Services

Account #	Name of Property	Service Address	Bottles / Cans: Co-Mingled 90 Gallon Containers	Cardboard / Office Papers *See Size Specified *	Notes / Comments
1200297027	Treasure Island Service Station	1508 Kennedy Cswy	1	1 - 1 yard bin	
1200299023	Channel TV & Electronics	1580 Kennedy Cswy	1	1 - 1 yard bin	
1200303007	Nations Bank (was Chase)	1626 Kennedy Cswy	See next item	See next item	
1200301025	Causeway Plaza Cleaners	1626 Kennedy Cswy	1	1 - 2 yard bin	
1200317037	Kohls Food	1748 Kennedy Cswy	1	1 - 2 yard bin	
1200306020	Temple Kolel Haramban	7800 Hispanola Ave	1	0	
1200306105	Pan Toy	1710 Kennedy Cswy	1	1 - 2 yard bin	
1200309036	Goldex Corp/ White Star	1742 Kennedy Cswy	1	1 - 4 yard bin	
1200313011	Treasure Isle Nursing # 1	1735 No Treasure Dr	See next item	See next item	
_	Treasure Isle Nursing # 2	*_*	5	1 - 6 yard bin	
1200316010	Capital Bank Building	1666 Kennedy Cswy	2	1 - 1 yard bin	
1200320019	Happy Stork / Sports Lounge	1872 Kennedy Cswy	3	1 - 4 yard bin	
1200324035	Village Auto Works	1884 Kennedy Cswy	1	1 - 90 gallon container	
1200331026	NBLanding(5 of 6)/Marina+Store:	7601 E. Treasure Dr	1	1 - 90 gallon container	
1200332036	Spectrum Music & Video	1881 Kennedy Cswy	0	1 - 1 yard bin	
1200335011	The Inn on the Bay	1819 Kennedy Cswy	3	1 - 3 yard bin	
1200339013	Bayside Plaza	1681 Kennedy Cswy	1	1 - 1 yard bin	
1200349010	Sunbeam Television –WSVN 7	1401 Kennedy Cswy	3	3 - 90 gallon container	Total of 9 - 90 gallons between
_	Sunbeam Television –WIOD	*_*	2	1 - 90 gallon container	WIOD and SVN7
1300537519	City of North Bay Village	7903 East Drive	1	2 - 90 gallon container	
1300565019	Racquet Club	7930 East Drive	2	2 - 90 gallon container	
1300603218	Bayshore Condo Store	7904 West Drive	1	1 - 1 yard bin	
1300605054	Shell Gas Service Station	1345 Kennedy Cswy	1	1 - 1 yard bin	
Total Accounts :	22		Total number of Gallons / Yard Bins:	33	See Below

Breakdown of Cardboard / Office Papers -- Specified Bins / Containers

1 Yard Bin	[redacted]	4 Yard Bin	[redacted]	*	
2 Yard Bin	[redacted]	6 Yard Bin	[redacted]	*	
3 Yard Bin	[redacted]	90 gallon container	[redacted]	*	
			Total Specified Bins & Containers:	24	

EXHIBIT A
Page 4 of 4

Prepared By: Carmen Spelorzi - UB 05/20/97 Completed by:

FILE GREEN HERE, NOT ON LIST

OF UNITS

MULTI-FAMILY RECYCLING

9	TREASURE BAY APARTMENTS	1750 S TREASURE
12	BAY VILLAGE CONDO	1790 S TREASURE
10	BISCAYNE BAY APTS	1800 S TREASURE
22	CASA DEL RAY	1820 S TREASURE
20	BAY POINT APTS	1830 S TREASURE
10		1840 S TREASURE
VAC LOT		1850 S TREASUIRE
50	TREASURE BAY CLUB COND	1880 S TREASURE
187	THE POINT	1900 S TREASURE
16	TWNHOUSES	1800 BLK GALLEON/E/S TREAS
147	EL MADRID	1801 S TREASURE
483		
8	ALLISSA APTS	1801-15 GALLEON ST
8		
172	TREASURES ON THE BAY	7501 E TREASURE DR
VAC 160	TREASURES ON THE BAY	7525 E TREASURE DR
103	CARIBBEAN TOWERS	7545 E TREASURE DR
514	NORTH BAY LANDING	7601 E TREASURE DR
789		
36	WHITE HOUSE	1770 79 ST CSWY
35	wHITE HOUSE	1780 79 ST CSWY
39	WHITE HOUSE	1790 79 ST CSWY
42	WHITE HOUSE	1900 79 ST CSWY
VAC	FUTURE 224 UNIT + CMM'L	LEXIE BY THE BAY
74	BAYVIEW TERR CONDO	1625 79 ST CSWY
VAC	AQUA VISTA	1755 KENNEDY CSWY
229	KENNEDY HOUSE	1865 79 ST CSWY
112	BRIDGEWATER	1901 79 ST CSWY
567		
	CITY OF NORTH BAY VILL	7903 EAST DR
45	ROYAL ISLAND APARTMENTS	7905 EAST DR
30	HARBOR CONDO	7909-11 EAST DR
41	BAYVIEW 41 APTS (VAC)	7915 EAST DR
20	LIDO CONDO	7921 EAST DR
VAC LOT		
VAC LOT		
20	CONTINRNTAL APTS	7527-29 EAST DR
24	ISLAND TER APART	7931 EAST DR
CNST	FUTURE 36 UNITS CIELO	7935 EAST DR
CNST	FUTURE 16 UNITS ADAGO	7939 EAST DR
4	NASH-TESSLER	7941 EAST DR
22	BAYS WATER CONDO	7945 EAST DR
51	BISCAYNE SEA CLUB	8000-10-20 EAST DR
34	MAJESTIC ISLE CONDO	7946 EAST DR
CNST	FUTURE 120 ELEQUENCE	7930-42 EAST DR
8	WHITE HOUSE APTS	7926 EAST DR
19	BAYS END APTS	7924 EAST DR
VAC LOT	FUTURE 16 UNITS	7922 EAST DR
24	BELLE ISLE CONDO	7920 EAST DR

NO

NO

NO

342			
514	360	7900 HARBOR DR	NO
514			
30	AMERICAN EXECUTIVE LLC	7917 WEST DR	NO Look at spreadsheet
8	VALERIE APTS	7921 WEST DR	✓
24	DELEGATE APTS	7925 WEST DR	✓
35	BLUE BAY	7927 WEST DR	NO See Spreadsheet
40	MAGULF TOWERS	7933 WEST DR	✓
8	STELLAR APTS	7935 WEST DR	✓
6	DAVIS APTS	7937 WEST DR	✓
12	CHATEAU ISLE	7941-45 WEST DR	✓
VAC LOT	FUTURE 285 UNITS	8000 WEST DR	NO
VAC LOT	FUTURE 47 UNITS	7938-40 WEST DR	NO
65	SPACE 1	7934 WEST DR	NO
88	ISLANDER CLUB	7928 WEST DR	✓
VAC LOT	FUTURE 36 UNITS	7920 WEST DR	NO See Spreadsheet
VAC LOT	FUTURE 54 UNITS	7912-14-16 WEST DR	NO
44	HARBOR WEST	7910 WEST DR	✓
169	BAYSHORE YACHT & TENNIS	7904 WEST DR	✓
	BAYSHORE YACHT & TENNIS	7904 WEST DR	✓
529			
164	LEXIE	7901 HISPANOLA AVE	NO
16	TREASURE KEY	7801-19 HISPANOLA AVE	✓
24	TREASURE COVE	1619-45 N TREASURE	✓
130	ISLAND PLACE	1455 N TREASURE	✓
4	TREASURE COVE	1657 N TREASURE	✓
65	BREEZE	1555 N TREASURE DR	NO
403			
3635			

AGREEMENT

FOR THE COLLECTION, HAULING AND PROCESSING OF COMMERIAL AND MULTIFAMILY SINGLE STREAM RECYCLING IN THE TOWN OF SURFSIDE, FLORIDA

STATE OF FLORIDA

THIS AGREEMENT (this "Agreement") is made and entered into as of April 1, 2020, by and between Waste Connections of Florida, Inc., a Delaware Corporation (the "Service Provider"), and the Town of Surfside, Florida, a Florida municipal corporation (the "Town").

WHEREAS, the Town, subject to the terms and conditions set forth herein and the ordinances and regulations of the Town, desires to grant to the Service Provider the right and privilege to collect, haul and process Municipal Single Stream Recycling (as such terms are defined herein) within the Town's corporate limits for Commercial and Multi- Family Units.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the Town hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bag - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total capacity of a bag will be between thirty to thirty-five (30-35) gallons and the weight of a bag and its contents shall not exceed thirty-five (35) pounds.

Business Day - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the Town.

Commercial Unit – Any non-manufacturing commercial facility that generates and accumulates Municipal Single Stream Recycling during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses, factories, malls, schools, hospitals, health care facilities, sports facilities or complexes.

Container – Any receptacle, including, but not limited to, dumpsters, Carts and Roll-Outs, whether utilized by a Commercial, Industrial, Municipal or other application for collecting Municipal Single Stream Recycling. Containers are designed to hold between two to four yards and Carts are designed to contain 96 gallons Municipal Single Stream Recycling Materials .

Excluded Materials - Any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations, and Hazardous Waste.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Service Provider (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Holidays - The following days:

(1) New Year's Day (January 1st)
(2) Thanksgiving Day
(3) Christmas Day (December 25th).

Collections will be made-up on the next scheduled collection day.

Municipal Facilities – Only those specific municipal locations as set forth in Section 6.A.

Multi-Family Residential Unit – Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Single Stream Recycling

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste, Hazardous Waste, or Excluded Waste.

Recyclable Materials – Any non-contaminated materials, which may include but may not be limited to paper, cardboard, plastics, Ferris and non-Ferris cans, glass bottles. . Recyclable Materials does not include Municipal Solid Waste, Construction and Demolition Waste, Hazardous Waste, or Excluded Waste.

Residential Unit - Any residential dwelling that a Multi-Family Residential Unit. This definition does NOT include Single-Family Residential Units.

Roll-Off – A Container with twenty (10) cubic yards to forty (40) cubic yards of capacity.

Roll-Out – A Container with ninety-five (96) gallons of capacity.

Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard,

rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp, and other products such as are used for packaging, or wrapping crockery and ashes, cinders, floor sweepings,, mineral or metallic substances, and any other waste materials not included in the definition of Excluded Waste.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Florida's applicable statutes whether such waste is mixed with or constitutes recyclable materials.

SECTION 2. GRANT OF RIGHT AND PRIVILEGE.

The Town hereby grants to the Service Provider, in accordance with the Town's ordinances and regulations governing the collection, hauling and Processing of Single Stream Recyclable Materials for Commercial and Multi-Family Residential Units, the right and privilege to collect, haul and process Municipal Single Stream Recyclable Materials over, upon, along, and across the Town's present and future streets, alleys, bridges and public properties. In order to maintain the grant of license in favor of the Service Provider contained herein, the Town may take any appropriate action against any Service Provider , customer or third party infringing upon the rights of the Service Provider.

SECTION 3. OPERATIONS.

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and process all of the Municipal Single Stream Recyclable Materials (as provided herein) (i) generated and accumulated by Commercial, Multi-Family, and Municipal Facilities (ii) set out for collection, all within the Town's corporate limits, including any territories annexed by the Town during the term of this Agreement (the "Services").

B. Nature of Operations. The Town hereby grants to the Service Provider, in accordance with any Town's ordinances and regulations governing the collection, hauling and processing of Municipal Single Stream Recyclable Materials, the title to all Municipal Single Stream Recyclable Materials collected, hauled and processed by the Service Provider over, upon, along and across the Town's present and future streets, alleys, bridges and public properties.

C. Title to Municipal Single Stream. The Title and liability for Municipal Single Stream Recyclable Materials shall pass to the Service Provider upon loading of such materials into the Service Provider's trucks. The residents of the Town shall not deposit in the Service Provider's equipment or place for collection by the Service Provider any Excluded Waste. Notwithstanding any other term contained herein, the Service Provider shall have no obligation to collect any

waste which is, or which the Service Provider reasonably believes to be, Excluded Materials Title to and liability for any Excluded Materials shall remain with the resident/business/generator of such Excluded Materials, even if the Service Provider inadvertently collects and disposes of such Excluded Materials. If the Service Provider finds what reasonably appears to be discarded Excluded Materials, Service Provider shall notify such resident/business/generator and the Town that the Service Provider may not lawfully collect such Excluded Materials.

D. The owners and occupants of any Commercial and Residential Multi-Family Units, and the Town, as applicable, agree to comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Commercial and Residential Multi-Family Unit, or the Town, as applicable, fails to do so, Service Provider may decline to collect such materials without being in breach of this Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third party facilities.

SECTION 4. RESERVED.

SECTION 5. COMMERCIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Service Provider will collect Municipal Solid Waste from Commercial and Multi-Family Residential Units at least once per week, as provided for in Section 9.B. hereof. The Service Provider shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial and Multi-Family Residential Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereof.

SECTION 6. RESERVED

SECTION 7. RESERVED.

SECTION 8. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

SECTION 9. RATES AND FEES.

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are set forth on Exhibit A, attached hereto and incorporated herein.

A. Reserved

B. Commercial and Multi-Family Residential Unit Services. For the Services provided to Commercial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge the rates set forth on Exhibit A.

C. Roll-Off Services. Subject to adjustment by the Service Provider in its reasonable discretion for the Services provided under Section 7.A. and 11 hereto, the Service Provider shall charge the rates set forth on Exhibit A.

SECTION 10. RATE ADJUSTMENT.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the Town, to increase or decrease the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI-U. The rates for all services shall escalate at a rate equal to the rise of the Consumer Price Index ("CPI-U") for All Urban Consumers, US City Average, All Items, Detailed by Expense Category Garbage and trash collection (Unadjusted percent change) 1982-84=100, as prepared by the United States Department of Labor, Bureau of Labor Statistics ("BLS"), or its successor, for the most recent twelve (12) month period for which such index is available. The annual increases or decreases shall be applied on each anniversary date of this Agreement and shall never cause the rates to increase or decrease by more than five percent (5%) in any twelve (12) month period during the Term of the Agreement.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 10.A., at any time during the term of this Agreement, the Service Provider may petition the Town for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments

herein. At the time of any such petition, the Service Provider shall provide the Town with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The Town shall not unreasonably withheld, condition or delay its consent to any requested rate increase. In the event the Town fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate

that such rate increase is necessary to offset the Services Provider's increased costs in connection with performing the Services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider or the Town may, each in their discretion, terminate this Agreement upon ninety (90) days' written notice to the other party.

C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Single Stream Materials covered by this Agreement will be processed by the Service Provider and Residue or Materials with Excessive Contamination may be disposed of at Landfill(s) (the "Initial Landfill(s)"). The Town shall approve the use of the Initial Landfill(s), but such approval shall not be unreasonably withheld, conditioned, or delayed. In the event the Service Provider is unable to use the Initial Landfills due to reasons out of its control, the Service Provider shall have the right, in its sole discretion, to dispose of the Residue or Materials with Excessive Contamination covered by this Agreement at another Landfill of its choosing.

D. Governmental Fees. The parties acknowledge that the rates include all applicable fees, taxes, or similar assessments incurred under federal, state, and local laws, rules, and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

E. Fuel Cost Adjustment. The Service Provider shall adjust all the rates herein for any calendar year in which the average price of diesel fuel during the preceding calendar year exceeded $2.75 per gallon (the "Base Price"). This adjustment shall take place on an annual basis. The average price of diesel fuel will be determined by reference to the U.S. Energy Administration/ Department of Energy published price for diesel fuel gulf coast region. The following website (or any successor website) will be the source for such information: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp. The average price of diesel fuel for each calendar year (each, a "Average Annual Price") shall be the average of the

weekly fuel prices published for each week during such year. The fuel cost adjustment for any calendar year (each, a "Fuel Cost Adjustment") shall be the produce of (i) 6.60% and (ii) a fraction the numerator of which is equal to the difference between the Base Price and the Average Annual Price and the denominator of which is the Base Price. In the event the Average Annual Price is greater than the Base Price, the Fuel Cost Adjustment shall be an upward adjustment to all rates herein. In the event the Average Annual Price is less than the Base Price, the Fuel Cost Adjustment shall be a downward adjustment to all rates herein; provided, however, any Fuel Cost Adjustment shall not decrease the rates below the rates specified in Section 9 hereof. Each Fuel Cost Adjustment shall be effective during the calendar year immediately following the calendar year for which Fuel Cost Adjustment was determined.

SECTION 11. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste, Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand; provided, however, that the Service Provider and the owner or occupant of a Commercial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

SECTION 12. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of 5 years, commencing on April 1, 2020 and concluding on March 31, 2025 (the "Initial Term"), unless sooner terminated in accordance with Section 28 of this Agreement. At the expiration of the Initial Term of this Agreement, the Town shall have the option, upon Service Provider's consent, which shall not be unreasonably withheld, to extend the Agreement for successive periods of five (5) years, unless the Service Provider provides notice of its intent not to renew this Agreement at least one hundred eighty (180) days prior to the end of the Initial Term (the "Renewal Term," and together with the Initial Term, the "Term").

SECTION 13. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that the Service Provider may assign this Agreement

to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the Town's consent.

SECTION 14. ENFORCEMENT.

The Town shall take any action reasonably necessary to prevent any other solid waste collection Service Provider from conducting business in violation of the rights granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial or Residential Multi-Family Units utilizing such Containers.

SECTION 15. PROCESSING, BILLING AND FEES.

A. Monthly Statement. On a monthly basis, the Town agrees to bill and collect the rates and fees charged under Section 9 hereto for all Commercial, Industrial, and Residential Multi-Family Units requested by the Town. (the "Monthly Statement"). Thereafter, the Town will remit to the Service Provider an amount equal to such Monthly Statement. Such remittance shall be made by the Town in accordance with the Florida Prompt Payment Act.

B. Taxes. In addition to the amounts billed and collected by the Town above under Section 15.A., the Town shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services, unless the Town is tax exempt as evidenced by an exemption certificate provided to Service Provider.

C. Bad Debt: Unpaid Rates/Fees. The Town agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to Town for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial or Residential Multi- Family Unit.

D. Billing for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect all Commercial and Residential Multi-Family Units for services performed with respect to Roll-Off Containers as agreed to by the Town and the property owners for such services.

SECTION 16. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or

dispose of any loose or spilled Municipal Single Stream Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Single Stream Recyclable Materials placed outside of the Containers by any Commercial or Multi-Family Residential Unit. The Service Provider shall report the location of such conditions to the Town so that the Town can issue proper notice to the owner or occupant of the Commercial or Multi-Family Residential Unit instructing the owner or occupant to properly contain such Municipal Single Stream Recyclable Materials. Should such excess Municipal Single Stream Recyclable Materials continue to be placed outside of the Containers, the Town may require such Commercial or Multi-Family Residential Units to increase the frequency of collection of such of require the Commercial or Multi-Family Residential Units to utilize a Container with sufficient capacity so the excess Single Stream Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as approved by the Town as provided for in Section 9.B. hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 17. <u>NON-COLLECTION NOTICE AND FOLLOW-UP</u>.

A. <u>Notice from the Service Provider</u>. It is specifically understood and agreed that where the owner or occupant of a Commercial or Multi-Family Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the Town's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Single Stream Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Single Stream Recyclable Materials and will notify the Town within twenty-four (24) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial and Multi-Family Residential Units of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial, or Multi-Family Residential Units' failure to timely place the Containers, Bulky Items, or Bundles out for collection. Such written notice shall be attached to the Container, Bulky Items, or Bundles out for collection. Such written notice shall be attached to the Container of the uncollected Municipal Single Stream Recyclable Materials, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Single Stream Recyclable Materials may be collected.

B. Notice from a Commercial or Residential Unit. When the Town is notified by an owner or occupant of a Commercial or Multi-Family Residential Unit that Municipal Single Stream Recyclable Materials has not been removed from such Commercial or Multi-Family Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the Town from the Service Provider, or the Service Provider has failed to collect Municipal Single Stream Recyclable Materials from the Commercial or Multi-Family Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Single Stream Recyclable Materials on the day a collection order is issued by the Town; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the Town, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for such original non-collection or late collection so long as the Service Provider makes such collection within such time.

SECTION 18. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 6:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays listed in this Agreement during the term of this Agreement; provided, however, that the Service Provider shall provide such Services on the immediately following Business Day. Collections services will only occur between the hours set forth in this Section

18. To ensure Service Provider's compliance with the hours of service, a fine of not more than $100 may be imposed by the Town for each violation of this limitation on hours of operation. Service Provider shall be given written notice of violation of this limitation on hours of operation before the aforementioned administrative penalty may be assessed on subsequent violations. The Service Provider shall not be deemed to be liable for the aforementioned administrative penalty where its inability to perform collection service is the result of conditions of Force Majeure as set forth in this Agreement. Service Provider may also obtain approval for the limitation on hours of operation as needed, and such approval shall not be unreasonably withheld, conditioned, or delayed.

SECTION 19. CUSTOMER SERVICE.

The Town shall field all inquiries and complaints from Commercial and Multi-Family Residential Units and Municipal Facilities relating to the collection hauling and processing of Municipal Single Stream Recyclable Materials and the Service Provider and the Town agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. In order to assist the Town in is obligations under this Section 19, the Service Provider agrees to provide the Town with a primary contact and 24/7 and emergency telephone numbers, as well as Service Request Forms for customer service issues, such as changes in service, container repair requests, and missed collections.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal, state, County and Town laws and regulations regarding the collection, hauling and processing of Municipal Single Stream Recyclable Materials including existing and future laws and regulations that may be enacted, as well as any regulations reasonably passed by the Town, Nothing in this Agreement shall be construed in any manner to abridge the Town's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The Town shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20. Service Provider shall maintain books and financial records in accordance with generally accepted accounting principles. Such books and financial records, together with any documentation necessary for verification of Service Providers compliance with the terms of this Agreement, shall be made available to the Town upon request. The Town shall have the authority to audit, examine, and make excerpts or transcripts from said books and records. Notwithstanding the foregoing or anything else herein to the contrary, the Town shall provide to Service Provider not less than five (5) business days' written notice before any such audit, and any such audit shall be at the Town's sole cost and expense. The parties expressly agree that the foregoing shall create no right in favor of the Town to examine Service Provider's confidential, proprietary, or privileged information, in accordance with Florida Law and as determined in the sole and absolute discretion of Service Provider.

SECTION 21. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling and processing of Municipal Single Stream Recyclable Materials shall be covered and/or protected at all times while in transit

to prevent the blowing or scattering of Municipal Single Stream Materials onto the Town's public streets, properties adjacent thereto o properties serviced, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be maintained in good condition and repair, and washed and deodorized once per week.

SECTION 22. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the Town's public and private property, including streets and parking areas, will be protected and preserved. The Service Provider will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except to the extent resulting from the Service Provider's negligence and/or willful misconduct, acts or omissions.

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, nationality, gender, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or Service Provider.

SECTION 24. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

Coverage	Limits of Liability
(1) Worker's Compensation	Statutory
(2) Employer's Liability	$1,000,000
(3) Bodily Injury (except automobile)	$1.000,000 per occurrence; $2,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	$1,000,000 per occurrence; $2,000,000 in the aggregate
(5) Automobile Bodily Injury Liability	$1,000,000 per person; $1,000,000 per occurrence

(6) Automobile Property Damage Liability	$1,000,000 per occurrence
(7) Environmental Liability	$1,000,000 per occurrence
(8) Excess or Umbrella	$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. The form and limits of insurance shall be in compliance with this Section 24, and shall name the Town as an additional insured. It shall be the responsibility of the Service Provider to maintain adequate insurance coverage at all times. The Service Provider shall furnish the Town with a certificate of insurance verifying the insurance coverage required by this Section 24.

SECTION 25. INDEMNITY.

The Service Provider agrees to indemnify and hold harmless the Town and its elected officials, agents, directors, employees, officers and servants (each an "Indemnified Party" and collectively, the "Indemnified Parties"), individually and collectively, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees and costs) (collectively, the "Claims") caused by a negligent act or omission of the Service Provider, its officers, agents and employees, or any willful act, omission or misconduct of the Service Provider. Notwithstanding anything to the contrary contained herein, the Service Provider shall have no obligation to indemnify the Indemnified Parties to the extent any such Claims arise out of: (i) the willful misconduct of any Indemnified Party, (ii) the Town's willful breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the willful and uncured violation of any law, rule, regulation, ordinance, order, permit, or license by any Indemnified Party.

SECTION 26. PERFORMANCE BOND.

This Requirement was deleted.

SECTION 27. SEVERABILITY; SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 28. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without cure or remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and termination within ten (10) days of all the defaulting party's rights under this Agreement, and all such rights shall become null and void. Independent of termination for material breach of cause, this Agreement may be terminated in its entirety by the Town, for convenience and with or without cause, by giving ninety (90) days' written notice to the Service Provider. The Town retains this termination for convenience option without liability for default.If the Service Provider terminates this Agreement or any portion thereof, the Service Provider must notify the Town in writing not less than ninety (90) days prior to termination. .In the event of termination by the Town for any reason, the Service Provider shall be paid in full for all services performed up to the termination date, subject to offsets of adjustments, if any, as may be necessary to continue customer services.

SECTION 29. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 30. GOVERNING LAW; VENUE.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

SECTION 31. WAIVER. Any failure by either party to enforce the provisions of this Agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party.

SECTION 32. ATTORNEYS' FEES AND COSTS. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

SECTION 33. NOTICES.

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

For the Town: Town of Surfside
Town Manager
9293 Harding Avenue
Surfside, Florida 33154

With a copy to: Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

If to the Service Provider:

Waste Connections of Florida, Inc.
3840 NW 37th Court
Miami Florida
Attn: Bret Boccabella

With a Copy to:

Waste Connections US, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 34. OWNERSHIP AND ACCESS TO RECORDS; PUBLIC RECORDS.

Notwithstanding anything to the contrary in the Agreement, the Agreement and all deliverables and services provided by the Service Provider are subject to Florida's Public Records Law (Chapter 119, Florida Statutes), including but not limited to the following:

34.1 Service Provider acknowledges that all inventions, innovations, improvements, developments, methods, studies, designs, analyses, plans, drawings, reports and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Service Provider during the term of the Agreement ("Work

Product") belong to the Town. Service Provider shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of the Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

34.2 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Service Provider providing the Services to the Town under the Agreement shall be the property of the Town.

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

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

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

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

34.7 Any compensation due to Service Provider shall be withheld until all records are received as provided herein.

34.8 Service Provider 's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the ,Town.

Section 119.0701(2)(a), Florida Statutes

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	**SANDRA MCCREADY, MMC, TOWN CLERK**
Mailing address:	**9293 Harding Avenue Surfside, Florida 33154**
Telephone number:	**305-887-9541**
Email:	**smccready@townofsurfsidefl.gov**

SECTION 35. MOST FAVORED NATION.

Service Provider agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the Agreement, the Town may provide Service Provider with written notice explaining how the new agreement is for the same or substantially similar services and how the new agreement contains terms or conditions that are more favorable than the terms in this Agreement, and requesting to negotiate an amendment to this Agreement (a "New Agreement Notice"). The parties shall act in good faith to negotiate an amendment to this Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by the Town in the New Agreement Notice. If the parties fail to reach agreement upon an amendment within ninety (90) days of the New Agreement Notice, then the Town shall have the right to terminate this Agreement without penalty or early termination fee, pursuant to Section 28 of this Agreement.

[REMAINDER OS PAGE LEFT INTENTIONALLY BLANK]

WHEREAS, this Agreement was approved by the Service Provider and the Town:

SERVICE PROVIDER:

WASTE CONNECTIONS OF FLORIDA, INC.,
A Delaware Corporation

By: _____
Its: District Manager
Name: Bret Boccabella

TOWN:

TOWN OF SURFSIDE, FLORIDA, a Florida Municipal corporation

By: _____
Its: Interim Town Manager
Name: Jason Greene

ATTEST:

_____
Town Clerk
Sandra N. McCready

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Town Attorney
Lily Arango

{00090414.DOCX.}

Exhibit A

Rates for Services

Roll-out Cart-96 Gallon 1XW	$ 27.95 per month/per container
Dumpster – 2 yard 1XW	$119.08 per month/per container
Dumpster – 4 yard 1XW	$238.15 per month/per container
Fuel Surcharge	Approximately 14% or total charges

These rates are for the initial term and are subject to Rate Adjustment and Fuel Charges as defined in Section 10 of this agreement.

RESOLUTION NO. 2543

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AGREEMENT WITH WASTE MANAGEMENT INC. OF FLORIDA FOR RECYCLING SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, consistent with its commitment to the environment, the Town of Surfside (Town") wishes to provide recycling services for waste or refuse to all residential properties and businesses in the Town (the "Services"); and

WHEREAS, the City of Coral Springs, Florida entered into an agreement with Waste Management Inc. of Florida ("Company") dated April 18, 2018 for recycling drop off services (the "City of Coral Springs Agreement"); and

WHEREAS, in accordance with Section 3-13(3) of the Town of Code, the Town elects to utilize the terms and pricing contained in the existing City of Coral Springs Agreement; and

WHEREAS, the Town Commission wishes to engage the Company to provide the Services pursuant to Section 3-13(3) of the Town Code authorizing purchases made under other governmental contracts; and

WHEREAS, the Town desires to enter into an agreement with the Company for the Services, in substantially the form attached hereto as Exhibit "A" (the "Agreement"), including and adopting the terms and pricing set forth in the City of Coral Springs Agreement; and

WHEREAS, the Town Commission wishes to authorize the Town Manager to enter into the Agreement with the Company for the Services, substantially in the form attached hereto as

Exhibit "A" (the "Agreement"), subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to approve the Agreement with the Company for the Services, and proceed as indicated in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. Town Manager Authorized; Agreement Authorized. The Town Manager is hereby authorized to enter into the Agreement with the Company for the Services, substantially in the form attached hereto as Exhibit "A", including and adopting the terms and pricing set forth in the City of Coral Springs Agreement, subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 3. Implementation of Agreement. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Services, the Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 9th day of October, 2018.

Motion By: Commissioner Karukin

Second By: Commissioner Paul

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen Absent
Commissioner Michael Karukin yes
Commissioner Tina Paul yes
Vice Mayor Daniel Gielchinsky yes
Mayor Daniel Dietch yes

Attest:

Sandra Novoa, MMC
Town Clerk

Daniel Dietch, Mayor

Approved as to Form and Legal Sufficiency:

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

RECYCLING SERVICES
AGREEMENT SINGLE STREAM
BLENDED VALUE

THIS RECYCLING SERVICES AGREEMENT ("Agreement") is made as of October 1, 2018 by and between **WASTE MANAGEMENT INC. OF FLORIDA** ("Company"), a Florida corporation with an office located at 2700 Wiles Road, Pompano Beach, FL 33073, and the **TOWN OF SURFSIDE, FLORIDA** ("Customer" or "Town"), with a location at 9293 Harding Avenue, Surfside, Florida 33154.

1. **TERM:**
The term of the Agreement shall be for a period of one (1) years, commencing October 1, 2018 and ending on September 30, 2019. The Town shall have the right to renew this Agreement for three (3) successive one (1) year terms on the same terms and conditions. The Agreement may be renewed thereafter for additional terms by written mutual agreement.

2. **QUANTITY AND QUALITY**:
During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of Customer's single stream recyclables ("Recyclables"). Customer will provide in accordance with Exhibit A ("Specifications"). In the event that the Recyclables do not meet Specifications, the load may be rejected and/or Customer shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, and disposal costs. Recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Recyclables provided by Customer to Company is transferred 10 Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclables as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

3. **RECYCLABLE VALUE**:
The value of the Recyclables meeting the Specifications shall be as set forth on Exhibit B. It shall be conclusively presumed that the composition of the Recyclables delivered to the Company shall be identical to the composition of all single stream recyclables processed by Company at the processing facility used as established from time to time by Company. Notwithstanding the

foregoing, Company may perform a composition study of the Recyclables to determine the percentage of each commodity in Customer's Recyclables and may revise the amount payable or chargeable to Customer to reflect the actual composition of Customers Recyclables. Customer acknowledges that the value of the Recyclables may be negative.

4. **PAYMENTS; CHARGES; ADJUSTMENTS**:
Where the value is positive for the Recyclables, Company shall pay Customer on or about the last day of each month for Recyclables purchased during the preceding month, after deduction of any Charges owed to Company by Customer for services performed hereunder. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a NSF fee, both to the maximum extent allowed by applicable law. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full, after notice to Customer and an opportunity to cure in accordance with section 8 of this Agreement. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default in accordance with Section 8 of this Agreement.

5. **SERVICE:**
Customer shall deliver Recyclables, at Customer's expense to Reuter Recycling, 20701 Pembroke Road, Pembroke Pines, FL 33029. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility.

6. **CONTAINERS/ACCESS:**

7. **DEFAULT:**
Notwithstanding the term of this Agreement set forth in paragraph one (1) above, in the event of default by a party, which default is not cured within thirty (30) days after written notice from the non-defaulting party, the non-defaulting party, at its option, may terminate this Agreement, upon written notice. Notwithstanding the foregoing, Customer (Town Manager), without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Company. Upon receipt of the Customer's written notice of termination, Company shall immediately stop services unless directed otherwise by the Customer (Town Manager). In the event of such termination by the Customer, the Company shall be paid for all services rendered by the Customer up to the date of termination.

8. **INDEMNIFICATION/LIMIT OF LIABILITY**:
Company agrees to indemnify, defend and save Customer, its officers, employees, agents, parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or payout as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Recyclables, or (b) as a result of the disposal of Customer's Recyclables in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. **REMEDIES AND WAIVER:**
A party's remedies hereunder are not exclusive and are in addition to any other remedies at law or in equity. A party shall not be deemed to waive any remedy available to it or any right under this Agreement, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.

10. **RESERVED:**

11. **FEES, COSTS AND TAXES:**

12, **RIGHT OF FIRST REFUSAL:**

13. **NOTICES:**
Any notice to be given hereunder shall be sent certified mall or by a recognized national overnight carrier service to the address set forth above and in the case of Company a copy shall be sent to 2700 Wiles Road, Pompano Beach, FL 33073 Attention: Legal Department. In the case of Customer, all notices shall be sent to the attention of the Town Manager, Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154, with a copy to the Town Attorney, Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154.

14. **MISCELLANEOUS:**
(a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment ("Uncontrollable Circumstances"), and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other recycling services agreements for the Recyclables, whether written or oral, that may exist between the parties or its affiliates: (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided, and Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida; (e) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision; (f) This Agreement shall not be assignable by Company unless such assignment is first approved by the Customer (Town Manager) as the Customer is relying upon the apparent qualifications and expertise of the Company, and such firm's familiarity with the Customer's area, circumstances and desires; (g) The Company shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the services under this Agreement, at

its own expense; (h) The Company and its employees and agents shall be and remain an independent contractor and not an agent or employee of the Customer with respect to all of the acts and services performed by and under the terms of this Agreement, and this Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties; (i) In the event either party successfully enforces its rights against the other party hereunder, each party shall bear its own costs; and (j) This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

15. **OWNERSHIP AND ACCESS TO RECORDS AND AUDITS.**
Company acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to the Services to the Customer which are conceived, developed or made by Company during the term of this Agreement ("Work Product") belong to the Customer. Company shall promptly disclose such Work Product to the Customer and perform all actions reasonably requested by the Customer (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

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

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

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

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

Any compensation due to Company may be withheld until all records are received as provided herein. Company's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Customer.

Section 119.0701(2)(a), Florida Statutes

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Custodian of Records: **Sandra Novoa, MMC**

Mailing address: **9293 Harding Avenue,**

Surfside, Florida 33154

Telephone number: 305-861-4863

Email : snovoa@townofsurfsidefl.gov

16. **INSURANCE.**

Company shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Customer, naming the Customer as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Customer. its officials, employees, agents and volunteers naming the Customer as additional insured. Any insurance maintained by the Customer shall be in excess of the Company's insurance and shall not contribute to the Company's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Customer as it deems necessary or prudent.

a. Commercial General Liability coverage with limits of liability of not less than a $2,000,000 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 Company. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $5,000,000 each.

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 each accident. No employee, subcontractor or agent of the Company shall be

allowed to provide services pursuant to this Agreement 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 Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

d. Environmental/Pollution Liability Insurance in an amount of not less than $1,000,000 per occurrence, single limit.

Certificate of Insurance. Certificates of Insurance shall be provided to the Customer, reflecting the Customer as an Additional Insured (except with respect to all Liability Insurances and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Customer and prior to commencing services. Each certificate shall include no less than thirty (30) day advance written notice to Customer prior to cancellation, termination, or material alteration of said policies or insurance. The Company shall be responsible for assuring that the insurance certificates required by this section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Customer. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Customer reserves the right to inspect and return a certified copy of such policies, upon written request by the Customer. If a policy is due to expire prior to the completion of the services, 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 Customer before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Customer.

Additional Insured. Except with respect to Worker's Compensation Insurance, the Customer is to be specifically included as an Additional Insured for the liability of the Customer resulting from services performed by or on behalf of the Company in performance of this Agreement. The Company's insurance, including that applicable to the Customer as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Customer shall be in excess of and shall not contribute to the Company's insurance. The Company'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.

Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Customer. The Company shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

The provisions of this section shall survive termination of this Agreement.

[SIGNATURE PAGES FOLLOW ON THE NEXT PAGE]

BY SIGNING BELOW, EACH SIGNATOR WARRANTS THAT HE OR SHE IS AUTHORIZED TO ENTER INTO A BINDING AGREEMENT ON BEHALF OF THE PARTY SET FORTH,

WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation

By: _____
Name: _____
Title: _____

Date Executed: _____

TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation

By: _____
Guillermo Olmedillo, Town Manager

Date Executed: _____

Attest:

_____
Town Clerk

Approved as to Form and Legal Sufficiency:

_____
Town Attorney

EXHIBIT A
SINGLE STREAM SPECIFICATIONS

During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of Customer's single stream recyclables in accordance with the specifications below ("Specifications"). In the event that the Recyclables do not meet Specifications, the load may be rejected and/or Customer shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, disposal costs, and contamination fees, all of which may include an amount for Company's operation and gross profit margin. Recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the pubic or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1998, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans – empty	Newspaper
PET bottle with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles, detergent, and shampoo bottles, etc.) - empty	Magazines, glossy insets, pamphlets and catalogs
Plastic containers with symbols #3 #7 – empty (no expanded polystyrene)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Glass food and beverage containers – brown, clear, or green - empty	Old corrugated containers/cardboard (uncoated)
	Phone books

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays

Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris and wood
Flexible plastic or film packaging and multi-laminated material	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

DELIVERY SPECIFICATIONS:
Materials delivered by or on behalf of Customer may not contain more than 30% Non-Recyclables ("Excess Contamination") and may contain no Excluded Materials. In the event a load does not meet Specifications, the load may be rejected and/or Customer may be charged additional processing, return of disposal costs; provided, however, that if delivered material contains more than 10% Non-Recyclables (but does not contain Excluded Materials), the material will be accepted and the Excess Contamination shall be subject to the charges set forth in Exhibit B.

"Excluded Material" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material; or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1998, as amended, or other regulations or ordinances.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Company shall provide six (6) month advanced written notice to Customer of its decision to discontinue acceptance of any such material.

Customer shall deliver Recyclables, at Customer's expense, to Company's facility located at Reuter Recycling, 20701 Pembroke Road, Pembroke Pines, FL 33029, or to such other mutually agreeable location as the Customer and Company may direct from time to time ("Facility") during the Facility's operating ours, Monday through Saturday, excluding Christmas Day. All Recyclables must be delivered in self-dumping trucks and will be weighted in and out by Company at the Facility.

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EXHIBIT B
SINGLE STREAM PRICING

1. **VALUE SHARE**
Where the Blended Value is greater than the Processing Fee, Customer's value share is a percentage of the difference between the Blended Value and the Processing Fees listed below. When the Blended Value is less than the Processing Fee, Customer shall pay Company the difference between the Processing Fee and the Blended Value.

Where the Blended Value is greater than the Processing Fee and equal to or less than $120.00, the Customer's value share is 55% of the difference.

Where the Blended Value is greater than $120.00 and equal to or less than $140.00, the Customer's value share is 65% of the difference.

Where the Blended Value is greater than $140.00, the Customer's value share is 75% of the difference.

2. **BLENDED VALUE**
To calculate the Blended Value per ton of the Recyclables.
(a) The percentage of each Recyclable and Non- Recyclable component set forth below contained in the Customer's recyclable as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
(b) Each commodity value per ton is added together to obtain the Blended Value per ton.

Customer acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- PS means the average price published at www.SecondaryFiberPricing.com for the Southeast USA Region, domestic price, 1st issue of the month retroactive to the first of the month.
- SMP means the average price published at www.SecondaryFiberPricing.com for the Atlanta (Southeast USA) Region, first dated price each month, retroactive to the first of the month.
- If PS or SMP (or both) is not longer reflective of prevailing market conditions, or if an alternative publication more accurately reflects such market conditions, then Contractor any substitute such alternative publication(s) or alternate method to determine the value of each commodity set forth below.

- "Transportation and Disposal" means the charge transporting residue from the processing facility per ton in the month of delivery to the disposal facility.

Material	Index Description
Mixed Paper	PS 54 Mixed Paper (MP)
Newspaper	PS 56 Sorted Residential Papers (SRNP)
Corrugated Containers	PS 11 Corrugated Containers
Aluminum Cans	SMP Metals Aluminum Cans (Sorted, Baled, c/lb, picked up)
Steel Cans	SMP Metals Steel Cans (Sorted, Baled, S/Gross ton, picked up)
PET	SMP Plastics PET (Baled, c/lb, picked up)
Natural HDPE	SMP Plastics Natural HDPE (Baled, c/lb, picked up)
Colored HDPE	SMP Plastics Colored HDPE (Baled, c/lb, picked up)
Plastics #3-#7	SMP Plastics Commingled HDPE (#3-7, Baled, c/lb, picked up)
Glass (3 Mix)	SMP Glass 3 Mix ($/ton def. as Recyclable or Disposable)
Polycoated cartons	$0.00
Contamination (up to 10%)	$0.00
Excessive Contamination (over 10%)	T&D

3. **CHARGES**

(a) The Initial Processing Fee is $96.00 per delivered ton.

(b) The Company has the right to adjust the Processing Fee in accordance with increases in the applicable CPI as calculated below on the anniversary of the Effective Date ("Anniversary Date"). Such COP adjustment shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. The increases to the Processing Fee shall be based on the percentage Increase in the CPI for the twelve (12) month period ending one month prior to the Anniversary Date. "CPI" means the Consumer Price Index-All Urban Consumer (CIP-U), Water, Sewer, and Trash Collection (WST), (Not Seasonally adjusted, 12-month rolling average) as published by the United State Department of Labor, Bureau of Labor Statistics (1982-1984=100), which shall not exceed 5%. In the event this CPI is no viable or no longer reflective of consumer prices in Customer's geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual agreement of the parties. Failure by Company to submit such CPI price adjustment shall not preclude the retroactive implementation of such adjustment as of the Anniversary Date.

EXHIBIT B
SINGLE STREAM COMPOSITION

The initial composition will be determined based on the initial composition study, which shall be completed no later than thirty (30) days after the commencement date of the agreement. Company/ Customer may request a composition study every six months to determine the percentage of each commodity in Customer's recyclables and Exhibit B will be deemed adjusted accordingly. A representative from Customer may be present for composition studies.
By way of example:

Material	Index Description	Market Index Apr 2018	Market Value ($/Ton)	Material %	Average Market Value ($/Ton)
Mixed Paper	PS 54 Mixed Paper (MP)	2.50	$2.50	21.5%	$0.54
Newspaper	PS 56 Sorted Residential Papers (SRNP)	17.50	$17.50	11.6%	$2.03
Corrugated Containers	PS 11 Corrugated Containers	87.50	$87.50	14.6%	$12.78
Aluminum Cans	SMP Metals Aluminum Cans (Sorted, Baled, c/lb, picked up)	70.00	$1,400.00	1.1%	$15.40
Steel Cans	SMP Metals Steel Cans (Sorted, Baled, S/Gross ton, picked up)	180.00	$180.00	2.0%	$3.60
PET	SMP Plastics PET (Baled, c/lb, picked up)	15.25	$305.00	7.5%	$22.88
Natural HDPE	SMP Plastics Natural HDPE (Baled, c/lb, picked up)	37.50	$750.00	3.0%	$22.50
Colored HDPE	SMP Plastics Colored HDPE (Baled, c/lb, picked up)	19.00	$380.00	3.0%	$11.40
Plastics #3-#7	SMP Plastics Commingled (#3-7, Baled, c/lb, picked up)	(1.50)	$(30.00)	4.4%	$ (1.32)
Glass (3 Mix)	SMP Glass 3 Mix ($/ton del. As Recyclable or Disposable)	(22.50)	$(22.50)	13.3%	$ (2.99)
Polycoated cartons	N/A	-	-	0.8%	
Contamination	N/A	-	-	10.00%	
Excessive Contamination	Contamination in excess of 10%	(55.00)	$(55.00)	7.2%	$ (3.96)

100.0%	$82.86

EXHIBIT C

Composition Audits of Program Materials used for AMV Calculation

a. The initial AMV calculation shall be based upon compositions presented In Exhibit B. and shall be the basis for calculating the initial AMV. For users of this Agreement other than the Town by piggyback or otherwise, a mutually agreeable AMV schedule will be implemented for the first six months of this Agreement.

Beginning upon the commencement date of the agreement and during each subsequent six month period, WMIF shall conduct audits on not less twenty-five composition samples in accordance with ASTM standard D5231-92(2008) so as to establish sufficient waste characterization data necessary to adjust the AMV to reflect changes in the composition of single stream materials delivered to the Designated Facilities which are utilized to calculate the AMV semi-annually, as agreed to by the Town and WMIF. A quantity of 25 audits will provide a statistical confidence of 90%. These audits maybe performed on a weekly basis over the duration of a six-month period to reflect changes in weather and seasonal population behaviors which affect recycling composition.

A calendar of planned audits will be provided to the Town by WMIF indicating the schedule of planned samples. Sampling protocol shall consider the collection day of the week and geographic routing to provide the overall composition. The Town may request to have a representative observe any audits by providing a written request not less than seven days prior to the audit. At any time during the term of the Agreement, the Town may submit a written request to conduct a Composition Study with the aid of a qualified professional.

b. Within ninety days after receipt of Town's request, the Town may engage a qualified professional (the "Professional") to conduct the Composition Study. The Professional will employ a Composition Study methodology generally recognized and accepted within the industry as producing accurate results under circumstances similar to those existing at the Designated Facilities. The Town will have sole and absolute discretion in choosing the Professional and the methodology to be used in conducting each Composition Study. All costs related to the Composition Study shall be the Town's obligation.

c. Upon engaging a Professional who will conduct a Composition study, the Town will notify WMIF as to the schedule when the study will be conducted. Both the Town and WMIF shall have the right to be present and to observe the conduct and performance of the Composition Study.

d. The Town will deliver or require the Professional to deliver a copy of the final Composition Study to WMIF. Should the Composition study conducted by the Professional deviate significantly (defined as greater than 5%) from data derived from audits conducted by WM1F, an average of the two AMV totals will be used to calculate the subsequent period until the next semi-annual calculation is due.

After the Town and WMIF have received the final Composition Study, then any required resulting adjustments to the material percentages utilized to calculate the AMV as provided in Exhibit B will become effective commencing the first day of the calendar month after the month in which

the parties receive the final Composition Study and will remain in effect during the remainder of the Agreement unless and until further adjusted in a future Composition Study or Town Composition Study.

Exhibit A

Rates for Services

Roll-out Cart-96 Gallon 1XW	$ 27.95 per month/per container
Dumpster – 2 yard 1XW	$119.08 per month/per container
Dumpster – 4 yard 1XW	$238.15 per month/per container
Fuel Surcharge	Approximately 14% or total charges

These rates are for the initial term and are subject to Rate Adjustment and Fuel Charges as defined in Section 10 of this agreement.

Folio #	Business Name	Address	Scope of Work					
			Quantity	Size	Frquency	Unit Price	Price +FSC	Commercial?
23-3209-001-0050	NORTH BAY VILLAGE FAA, LLC.	1345 79 STREET CSWNorth Bay Village, FL 33141-4000	1	2	1	119.08	$119.08	
23-3209-001-0050	NORTH BAY VILLAGE FAA, LLC.	1345 79 STREET CSWNorth Bay Village, FL 33141-4000	1	0.4	1	27.95	$27.95	
23-3209-008-0030	DIGITAL RADIOLOGY, INC.	1353 BAY TER. NORTH BAY VILLAGE, FL 33141						Residental
23-3209-000-0161	LOGAN CORPORATION	1400 79 STREET CSW Unit: 110North Bay Village, FL 33	1	4	1	238.15	$238.15	
23-3209-000-0200	SUNBEAM PROPERTIES, INC.	1401 KENNEDY CSWYNORTH BAY VILLAGE , FL 33141	11	0.4	1	27.95	$307.45	
23-3209-000-0201	Channel 7	1415 Kennedy CSW	2	0.4	1	27.95	$55.90	
23-3209-009-0610	1441 S TREASURE LLC	1441 S TREASURE DRNorth Bay Village, FL 33141-4124						Residental
23-3209-009-0610	1450 S TREASURE DR LLC	1450 S TREASURE DRNorth Bay Village, FL 33141-4125						Residental
23-3209-042-0001	Prado Bay Apts	1455 N Treasure Dr	8	0.4	1	27.95	$223.60	
23-3209-042-0001	Island Place of NBV	1455 N Treasure Dr	7	0.4	1	27.95	$195.65	
23-3209-009-0250	PAWAN SINGH	1480 S TREASURE DRNORTH BAY VILLAGE, FL 33141						Residental
23-3209-010-0140	SPEEDWAY LLC	1508 79 ST CSWYNORTH BAY VILLAGE, FL 33141	1	0.4	1	27.95	$27.95	
23-3209-010-0140	SPEEDWAY LLC	1508 KENNEDY CSWYNorth Bay Village, FL 33141-413	1	6	1	357.23	$357.23	
23-3209-009-0230	JUNIUS DAVIS MORRISON JR LLC	1510 S TREASURE DRIVENORTH BAY VILLAGE, FL 33141						Residental
23-3209-010-0170	SUSHI SIAM, INC	1524 KENNEDY CSWYNorth Bay Village, FL 33141-413	1	2	1	119.08	$119.08	
23-3209-010-0180	JET OF NORTH BAY VILLAGE, INC.	1530 KENNEDY CSWYNORTH BAY VILLAGE, FL 33141	1	4	1	238.15	$238.15	
23-3209-045-0001	Breeze Condo	1555 N Treasure Dr	6	0.4	1	27.95	$167.70	
23-3209-009-0190	VILLAGES 1 LLC	1560 S TREASURE DRIVENORTH BAY VILLAGE, FL 33141						Residental
23-3209-010-0220		1580 KENNEDY CAUSEWAY	1	2	1	119.08	$119.08	
23-3209-010-0220	SIMCHA CONNECTION INC	1580 KENNEDY CAUSEWAYNORTH BAY VILLAGE, FL 33	1	0.4	1	27.95	$27.95	
23-3209-009-0170	SOUTH TREASURE PROPERTY, INC	1580 S TREASURE DRNORTH BAY VILLAGE, FL 33141						Residental
23-3209-010-0240	PRESIDENT SUPERMARKET NO. 32,	1600 KENNEDY CSWYNorth Bay Village, FL 33141-413	1	4	1	238.15	$238.15	
23-3209-000-0040	COMMERCIAL	1601 79 STREET CSWY	1	4	1	238.15	$238.15	NO SERVICE
23-3209-044-0001	Bayview Condo	1625 Kennedy CSW	4	0.4	1	27.95	$111.80	
23-3209-035-0001	Treasure Cove Apts	1625 N Treasure Dr	6	0.4	1	27.95	$167.70	
23-3209-010-0270	Causeway Cleaner	1626 Kennedy CSW	1	0.4	1	27.95	$27.95	
23-3209-010-0270	TREASURE ISLAND PHARMACY CARE	1630 KENNEDY CAUSEWAYNORTH BAY VILLAGE, FL 33	2	0.4	1	27.95	$55.90	
23-3209-010-0270	Treasure Island Pharmacy	1630 NE 79 St CSW	2	0.4	1	27.95	$55.90	
23-3209-010-0040	MULTIFAMILY	1657 N TREASURE DR	3	0.4	1	27.95	$83.85	NO SERVICE
23-3209-000-0060	BENIHANA NATIONAL OF FLORIDA (	1665 79 STREET CSW Unit: North Bay Village33141-41	1	4	1	238.15	$238.15	
23-3209-010-0280	JORGE O. LOPEZ, P.A.	1666 KENNEDY CSWY Unit: 201NORTH BAY VILLAGE,	2	0.4	1	27.95	$55.90	
23-3209-010-0280	NBV City	1666 Kennedy CSW	1	0.4	1	27.95	$27.95	
23-3209-010-0280	222 Taco	1666 Kennedy CSW	2	0.4	1	27.95	$55.90	
23-3209-010-0280	MANDARIN LLC DBA SHOWROOM 3	1666 KENNEDY CSWY #500NORTH BAY VILLAGE, FL 33	4	0.4	1	27.95	$111.80	
23-3209-009-1520	11 INVEST PRO LLC	1671 S TREASURE DRNORTH BAY VILLAGE, FL 33141						Residental
23-3209-000-0090	ATLANTIC BROADBAND	1681 KENNEDY CSWY Unit: SECOND FLOORNORTH BA	2	0.4	1	27.95	$55.90	
23-3209-009-0060	ATMOSPHERE INVEST LLC	1690 S TREASURE DRNORTH BAY VILLAGE, FL 33141						Residental
23-3209-051-0001	DBELLA PIZZA AND PASTA INC	1700 KENNEDY CSWY Unit: 110NORTH BAY VILLAGE,	4	0.4	1	27.95	$111.80	
23-3209-051-0001	NBV City	1700 Kennedy CSW	3	0.4	1	27.95	$83.85	
23-3209-051-0001	Pan Toy	1710 Kennedy CSW	1	0.4	1	27.95	$27.95	
23-3209-000-0180		1735 N TREASURE DR	1	6	1	357.23	$357.23	
23-3209-000-0180	SENIOR HEALTH - TREASURE ISLE, LL	1735 N TREASURE DR Unit: North Bay Village33141-42	6	0.4	1	27.95	$167.70	
23-3209-051-0001	Goldix/White Star	1742 Kennedy CSW	1	0.4	1	27.95	$27.95	
23-3209-051-0001	Kohl Food	1748 Kennedy CSW	1	0.4	1	27.95	$27.95	
23-3209-014-0170	Treasure Bay Apts	1750 S Treasure Dr	2	0.4	1	27.95	$55.90	

23-3209-020-0001	White House Condo	1770 Kennedy CSW	7	0.4	1	27.95	$195.65	
23-3209-019-0001	White House Condo	1780 Kennedy CSW	4	0.4	1	27.95	$111.80	
23-3209-019-0001	DOMINGO AMAT	1780 KENNEDY CSWY #204NORTH BAY VILLAGE, FL 33	4	0.4	1	27.95	$111.80	
23-3209-023-0001	Bay Village Condo	1790 S Treasure Dr	3	0.4	1	27.95	$83.85	
23-3209-070-0001	Townhouses	1800 Galleon Dr	1	0.4	1	27.95	$27.95	
23-3209-017-0001	North Bay Whitehouse	1800 Kennedy CSW	12	0.4	1	27.95	$335.40	
23-3209-014-0150	BISCAYNE BAY APARTMENTS	1800 S TREASURE DRNorth Bay Village, FL 33141-4384	2	0.4	1	27.95	$55.90	
23-3209-070-0001	ALISSA TOWNHOUSE APARTMENTS	1801 GALLEON STNORTH BAY VILLAGE, FL 33141	2	0.4	1	27.95	$55.90	
23-3209-040-0001	El Madrid	1801 S Treasure Dr	6	0.4	1	27.95	$167.70	
23-3209-000-0120	NORTH BAY INN, LLC	1819 KENNEDY CSWYNORTH BAY VILLAGE, FL 33141	1	2	1	119.08	$119.08	
23-3209-024-0001	RIGHT BRAIN SOLUTIONS, LLC.	1820 S TREASURE DR 305BNorth Bay Village, FL 33141	4	0.4	1	27.95	$111.80	
23-3209-014-0110	Bay Point Apts	1830 S Treasure Dr	2	0.4	1	27.95	$55.90	
23-3209-014-0200	NBV City Public Works	1841 Galleon St	19	0.4	1	27.95	$531.05	
23-3209-014-0100	NBV City	1850 S Treasure Dr	3	0.4	1	27.95	$83.85	
23-3209-014-0100	TREASURE 1850, LLC	1850 S TREASURE DRNorth Bay Village, FL 33141-4343	2	0.4	1	27.95	$55.90	
23-3209-014-0090	MULTIFAMILY	1860 S TREASURE DR	8	0.4	1	27.95	$223.60	NO SERVICE
23-3209-025-0001	EDITH DESIGNERS BOUTIQUE	1865 KENNEDY CSWY #2ONORTH BAY VILLAGE, FL 331	13	0.4	1	27.95	$363.35	
23-3209-000-0250	Happy Stork/Sports Lounge	1872 Kennedy CSW	1	4	1	238.15	$238.15	
23-3209-000-0250	Happy Stork/Sports Lounge	1872 Kennedy CSW	5	0.4	1	27.95	$139.75	
23-3209-037-0001	TREASURE BAY CONDO	1880 SOUTH TREASURE DRIVENORTH BAY VILLAGE, FL	7	0.4	1	27.95	$195.65	
23-3209-050-0001	Bridge Water Condo	1881 Kennedy CSW	6	0.4	1	27.95	$167.70	
23-3209-050-0001	Spectrum Music/Video	1881 Kennedy CSW	1	2	1	119.08	$119.08	
23-3209-000-0250	Village Auto Works	1884 Kennedy CSW	2	0.4	1		$0.00	
23-3209-016-0001	MULTIFAMILY	1891 S TREASURE DR	8	0.4	1	27.95	$223.60	NO SERVICE
23-3209-011-0130	AG-ICC-MC TREASURES NORTH LLC	1900 SOUTH TREASURE DRIVE Unit: North Bay Village	12	0.4	1	27.95	$335.40	
23-3209-008-0310	GONZALEZ ROLLO COMMUNITY TRU	7500 MIAMI VIEW DRNorth Bay Village, FL 33141-4035						Residental
23-3209-008-1145	7501 COQUINA LLC	7501 COQUINA DRNorth Bay Village, FL 33141-4024						Residental
23-3209-047-0001	Treasure House South	7501 E Treasure Dr	24	0.4	1	27.95	$670.80	
23-3209-047-0001	Treasures on the Bay	7501 E Treasure Dr	11	0.4	1	27.95	$307.45	
23-3209-012-0170	MACVOE LLC	7504 BOUNTY AVENorth Bay Village, FL 33141-4110						Residental
23-3209-009-0320	7504 WEST TREASURE LLC	7504 W TREASURE DRNorth Bay Village, FL 33141-4118						Residental
23-3209-009-2100	11 INVEST PRO LLC	7505 MUTINY AVENORTH BAY VILLAGE, FL 33141						Residental
3-3209-008-1050	ADIL BENJELLOUN	7510 COQUINA DRNorth Bay Village, FL 33141-4025						Residental
23-3209-009-1770	STEPHANIE HAUGHTON	7517 HISPANOLA AVENorth Bay Village, FL 33141-4119						Residental
23-3209-008-1160	HASAN KERESTECI	7521 COQUINA DRNorth Bay Village, FL 33141-4024						Residental
23-3209-008-1160	KERESTECI HASAN	7521 COQUINA DRNorth Bay Village, FL 33141-4024						Residental
23-3209-009-1460	TREASURE7557 LLC	7521 CUTLASS AVENORTH BAY VILLAGE, FL 33141						Residental
23-3209-009-1150	7525 BUCCANEER AVE NORTH BAY	7525 BUCCANEER AVENORTH BAY VILLAGE, FL 33141						Residental
23-3209-011-0070	VENETIAN GONDOLAS MIAMI CORP	7525 E TREASURE DRNORTH BAY VILLAGE, FL 33141	4	0.4	1	27.95	$111.80	
23-3209-009-1590	PMLC LLC	7528 HISPANOLA AVENORT BAY VILLAGE, FL 33141						Residental
23-3209-008-0340	SUSAN T. GALLAGHER TRS	7530 MIAMI VIEW DRNorth Bay Village, FL 33141-4035						Residental
23-3209-009-1600	VILLA TESORO INC	7532 HISPANOLA AVENorth Bay Village, FL 33141-4120						Residental
23-3209-009-0830	TOSCANO SYSTEMS INB/BLUE HOUS	7533 BOUNTY AVENORTH BAY VILLAGE, FL 33141						Residental
23-3209-009-0710	CDP NBV, LLC	7536 ADVENTURE AVENORTH BAY VILLAGE, FL 33141						Residental
23-3209-012-0250	SIBER US LLC	7536 BOUNTY AVENORTH BAY VILLAGE, FL 33141						Residental
23-3209-009-0400	7536 W TREASURE DR LLC	7536 W TREASURE DRNorth Bay Village, FL 33141-4118						Residental
23-3209-009-0520	INVESTMENTS BY LLC	7537 W TREASURE DRNorth Bay Village, FL 33141-4117						Residental

23-3209-009-0410	MIGUEL MENDIOLA	7540 W TREASURE DRNORTH BAY VILLAGE, FL 33141						Residental
23-3209-009-1930	11 INVEST PRO LLC	7544 MUTINY AVEFL 33141						Residental
23-3209-009-1930	DUREX LLC	7544 MUTINY AVENORTH BAY VILLAGE, FL 33141						Residental
23-3209-009-0420	ODILLO LLC	7544 W TREASURE DRNORTH BAY VILLAGE, FL 33141						Residental
23-3209-009-0420	DANI GOLDENBERG	7544 W TREASURE DRNorth Bay Village, FL 33141-4118						Residental
23-3209-046-0001	RMYD - REACHING YOUR DAILY NEE	7545 E TREASURE DR Unit: 5ANORTH BAY VILLAGE, FL	7	0.4	1	27.95	$195.65	
23-3209-009-0740	11 INVEST PRO LLC	7548 ADVENTURE AVENORTH BAY VILLAGE, FL 33141						Residental
23-3209-009-1640	LULUMISA LLC	7548 HISPANOLA AVENORTH BAY VILLAGE, FL 33141						Residental
23-3209-009-0490	GUILLERMO MALDONADO	7549 W TREASURE DRNORTH BAY VILLAGE, FL 33141						Residental
23-3209-012-0290	BRYSON CONSTRUCTION, INC	7552 BOUNTY AVENORTH BAY VILLAGE, FL 33141						Residental
23-3209-009-1350	NVN PROPERTIES LLC	7552 CUTLASS AVENORTH BAY VILLAGE, FL 33141						Residental
23-3209-009-1650	SHERLOCK GROUP, INC.	7552 HISPANOLA AVENUENORTH BAY VILLAGE, FL 33141						Residental
23-3209-009-1950	AQUALINA CONSTRUCTION LLC	7552 MUTINY AVENUENORTH BAY VILLAGE, FL 33141						Residental
23-3209-009-0450	JESUS MORENO	7556 W TREASURE DRNorth Bay Village, FL 33141-4118						Residental
23-3209-041-0001	NBV ENTERPRISES, INC	7601 E TREASURE DR Unit: 1717NORTH BAY VILLAGE	1	0.4	1	27.95	$27.95	
23-3209-041-0001	GRANDVIEW PALACE CONDO	7601 E TREASURE DR Unit: 25NORTH BAY VILLAGE, FL	24	0.4	1	27.95	$670.80	
23-3209-041-0001	Grandview Palace	7601 E Treasure Dr	2	2	1	119.08	$238.16	
23-3209-008-0360	UNITED BUILDERS LLC	7610 MIAMI VIEW DRIVENORTH BAY VILLAGE, FL 33141						Residental
23-3209-008-1190	VISUAL PRODUCTIONS GROUP LLC	7611 COQUINA DRNorth Bay Village, FL 33141-4026						Residental
23-3209-008-1330	PV INVEST LAND USA CORP	7700 BEACH VIEW DRNORTH BAY VILLAGE, FL 33141						Residental
23-3209-008-0380	MIAMI VIEW PROPERTIES LLC	7700 MIAMI VIEW DRNorth Bay Village, FL 33141-4039						Residental
23-3209-008-0380	MIAMI VIEW PROPERTIES LLC	7700 MIAMI VIEW DRIVENORTH BAY VILLAGE, FL 33141						Residental
23-3209-008-0570	NABIL HACH AL-LUCH	7701 BEACH VIEW DRNORTH BAY VILLAGE, FL 33141						Residental
23-3209-008-1220	JARRED LEIBNER	7711 COQUINA DRNORTH BAY VILLAGE, FL 33141						Residental
23-3209-008-0400	MIAMI VIEW DRIVE LLC	7720 MIAMI VIEW DRNorth Bay Village, FL 33141-4039						Residental
23-3209-010-0010	SOTREZA, LLC	7800 HISPANOLA AVENORTH BAY VILLAGE, FL 33141	1	0.4	1	27.95	$27.95	
23-3209-008-0420	7800 MIAMIVIEW NBV, LLC.	7800 MIAMI VIEW DRNorth Bay Village, FL 33141-4041						Residental
23-3209-049-0001	Treasure Key Apts	7801 Hispanola Ave	2	0.4	1	27.95	$55.90	
23-3209-008-0960	TUNG NGUYEN	7810 COQUINA DRNorth Bay Village, FL 33141-4031					$0.00	Residental
23-3209-008-0430	SR VACATION RENTALS LLC	7810 MIAMI VIEW DRNORTH BAY VILLAGE, FL 33141					$0.00	Residental
23-3209-049-0001	Treasure Key Apts	7819 Hispanola Ave	2	0.4	1	27.95	$55.90	
23-3209-008-0450	DEBORAH WRIGHT	7830 MIAMI VIEW DRNORTH BAY VILLAGE, FL 33141					$0.00	Residental
23-3209-052-0001	360 Building	7900 Harbor Way	5	2	1	119.08	$595.40	
23-3209-052-0001	360 Building	7900 Harbor Way	8	0.4	1	27.95	$223.60	
23-3209-051-0001	Lexie	7901 Hispanola Dr	7	0.4	1	27.95	$195.65	
23-3209-051-0001	Lexie	7901 Hispanola Dr	4	4	1	238.15	$952.60	
23-3209-001-0070	NBV City	7903 East Dr						EMPTY LOT
23-3209-026-0001	MIAMI HALAL FOOD MART	7904 WEST DR Unit: CU7North Bay Village, FL 33141-5	11	0.4	1	27.95	$307.45	
23-3209-001-0090	ROYAL ISLE APARTMENTS, L.C.	7905 EAST DRNORTH BAY VILLAGE, FL 33141	6	0.4	1	27.95	$167.70	
23-3209-001-0090	NBV City	7905 East Dr	2	0.4	1	27.95	$55.90	
23-3209-001-0090	ROYAL ISLE APARTMENTS, L.C.	7905 EAST DRNORTH BAY VILLAGE, FL 33141--332	2	0.4	1	27.95	$55.90	
23-3209-001-0090	AD OTHERS LLC	7909 EAST DRIVE #101ANORTH BAY VILLAGE, FL 3314	4	0.4	1	27.95	$111.80	
23-3209-001-0110	7910 West Dr NBV	7910 West Dr	2	0.4	1	27.95	$55.90	
23-3209-001-0110	CLUB NAUTICO SERVICES, INC.	7910 WEST DR Unit: 100North Bay Village, FL 33141-5	4	0.4	1	27.95	$111.80	
23-3209-034-0001	Harbor Condo #2	7911 East Dr	5	0.4	1	27.95	$139.75	
23-3209-001-0110	The Shore Club	7914 West Dr	2	0.4	1	27.95	$55.90	
23-3209-001-0151	NBV City	7915 East Dr	6	0.4	1	27.95	$167.70	

23-3209-001-0110	The Shore Club	7916 West Dr	2	0.4	1	27.95	$55.90	
23-3209-001-0680	CORAL USA LLC	7917 WEST DRNorth Bay Village, FL 33141-5545	4	0.4	1	27.95	$111.80	
	Tides Apts	7918 West Dr						EMPTY LOT
23-3209-029-0001	Lido Condo	7919 East Dr	4	0.4	1	27.95	$111.80	
23-3209-001-0680	The Islander Apts	7919 West Dr	4	0.4	1	27.95	$111.80	
23-3209-033-0001	Belle Isle Condo	7920 East Dr	2	0.4	1	27.95	$55.90	
23-3209-001-0220	North Bay Apts	7920 West Dr	5	0.4	1	27.95	$139.75	
23-3209-001-0660	AZURE USA LLC	7921 WEST DRNorth Bay Village, FL 33141-5546	2	0.4	1	27.95	$55.90	
	Victoria Apts	7922 East Dr						EMPTY LOT
23-3209-001-0630	NORTH BAY INVESTORS, INC.	7924 EAST DR Unit: APT 204NORTH BAY VILLAGE, FL 3	3	0.4	1	27.95	$83.85	
23-3209-001-0620	NBV City	7925 West Dr	4	0.4	1	27.95	$111.80	
23-3209-001-0620	VALLEYVIEW REIT, LLC	7925 WEST DRNorth Bay Village, FL 33141-5547	4	0.4	1	27.95	$111.80	
23-3209-001-0610	White House Apts	7926 East Dr	3	0.4	1	27.95	$83.85	
23-3209-001-0290	URBAN RESOURCE LLC	7927 EAST DRNorth Bay Village, FL 33141	4	0.4	1	27.95	$111.80	
23-3209-001-0620	Blue Bay	7927 West Dr	2	0.4	11	27.95	$55.90	
23-3209-001-0290	7927/7931 EAST DRIVE PROPERTY	7927-7931 EAST DRNORTH BAY VILLAGE, FL 33141	4	0.4	1	27.95	$111.80	
23-3209-036-0001	JVM BOOKKEEPING LLC	7928 WEST DR 609 Unit: North Bay Village33141-5552	5	0.4	1	27.95	$139.75	
23-3209-043-0001	TOUR AND GOLF FANTASIES INC.	7929 WEST DR Unit: 1003NORTH BAY VILLAGE, FL 331	2	0.4	1	27.95	$55.90	
23-3209-060-0001	Raquet Club	7930 East Dr	4	0.4	1	27.95	$111.80	
23-3209-027-0001	Magaluf Towers	7933 West Dr	6	0.4	1	27.95	$167.70	
23-3209-048-0001	Key Stone	7934 West Dr	6	0.4	1	27.95	$167.70	
23-3209-048-0001	Spaces 1	7934 West Dr	4	0.4	1	27.95	$111.80	
23-3209-059-0001	Cielo on the Bay	7935 East Dr	7	0.4	1	27.95	$195.65	
23-3209-038-0001	WEST BAY CONDOMINIUM	7935 WEST DRIVE DR Unit: 4NORTH BAY VILLAGE, FL 3	2	0.4	1	27.95	$55.90	
23-3209-059-0001	Barefoot Pelica	7937 East Dr	2	0.4	1	27.95	$55.90	
23-3209-001-0500	MULTIFAMILY	7937 WEST DR	2	0.4	1	27.95	$55.90	NO SERVICE
23-3209-001-0400	Harbor Vista Apts	7938 West Dr						EMPTY LOT
23-3209-056-0001	NBV City	7939 East Dr	2	0.4	1	27.95	$55.90	
23-3209-056-0001	ILDAR VENTURES, LLC.	7939 EAST DR 13North Bay Village, FL 33141-3397	4	0.4	1	27.95	$111.80	
23-3209-001-0420	Carib Apts	7940 West Dr						EMPTY LOT
23-3209-001-0430	ROBMAR MIAMI, LLC.	7941 EAST DRNorth Bay Village, FL 33141--331	2	0.4	1	27.95	$55.90	
23-3209-022-0001	DIAZ & CO. REALTORS, INC.	7941 WEST DR Unit: 101NORTH BAY VILLAGE, FL 3314	2	0.4	1	27.95	$55.90	
23-3209-032-0001	Bay Waters Tower	7945 East Dr	9	0.4	1	27.95	$251.55	
23-3209-030-0001	MAJESTIC ISLE CONDOMINIUM	7946 EAST DRIVENORTH BAY VILLAGE, FL 33141	8	0.4	1	27.95	$223.60	
23-3209-021-0001	Biscayne Sea Club	8000 East Dr	8	0.4	1	27.95	$223.60	
23-3209-021-0001	Biscayne Sea Club	8000 East Dr	11	0.4	1	27.95	$307.45	
23-3209-001-0040	Moda NBV	8000 West Dr	1	0.4	1	27.95	$27.95	
23-3209-001-0040	Moda NBV	8000 West Dr	2	2	1	119.08	$238.16	
23-3209-001-0040	CLPF - NBV, L.P.	8000 WEST DR Unit: 738NORTH BAY VILLAGE, FL 3314	16	0.4	1	27.95	$447.20	
			Price does not include Fuel Surcharges				$18,710.13	

Unified messaging on wastehauler bins

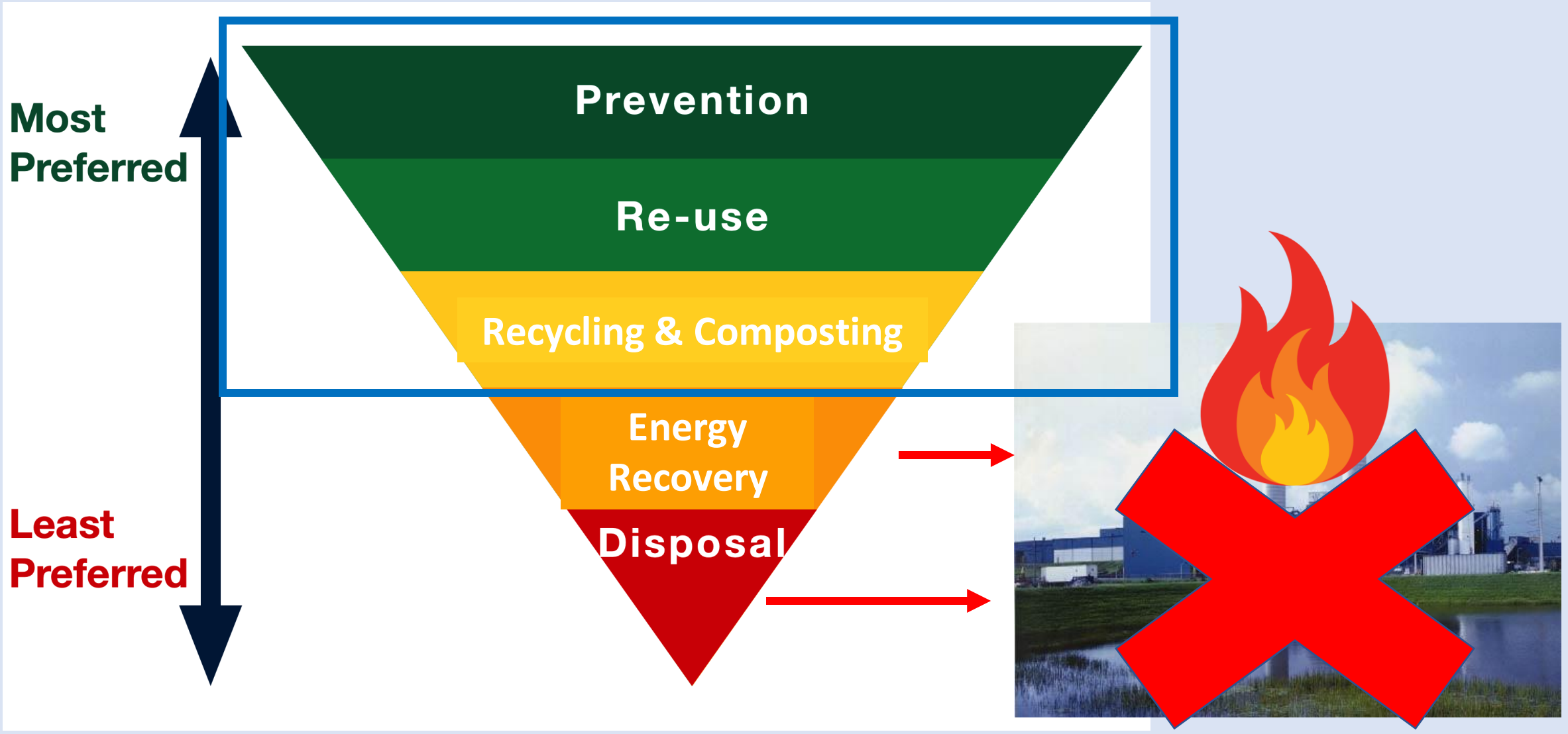
Why North Bay Village Residents are probably failing at recycling and how to improve





Prepared by Dave Doebler – Vice-Chair, North Bay Village Sustainability & Resilience Committee - dave.Doebler@gmail.com – 954-415-743

The Waste Hierarchy



Current waste challenges in Miami Dade County

- Miami-Dade County has 6 years of landfill space left, and is required by County code to cease all development when we get to 5 years capacity. We must divert material from the landfill through waste reduction and reclamation.
- Miami-Dade County Residential Recycling Program has a a 40% contamination rate (dirty material, plastic bags, non-recyclable material), which means entire dumpsters of material ends up in landfills anyway.
  - People don't understand what can be recycled
  - People can't tell what bin to put their material – bins are identical
- Waste Haulers are not made to, nor incentivized, to reduce contamination rates.

Prepared by Dave Doebler – Vice-Chair, North Bay Village Sustainability & Resilience Committee - dave.Doebler@gmail.com – 954-415-743

NBV Audit results

One Condo Building has 9 recycle bins that are poorly labeled

INCONSISTANT BINS: All units look different – even from the same hauler.

INCONSISTANT MESSAGING:

- There is no recycling logo. Sticker says ‘NO TRASH’. Another says NEWSPAPER ONLY.
- Only 1 has the word Recycling on it, and the one has a faded Recycling sitcker.

Is it any wonder that contamination rates are so high?



Prepared by Dave Doebler – Vice-Chair, North Bay Village Sustainability & Resilience Committee - dave.Doebler@gmail.com – 954-415-743

Waste Bins at another Condo

Which one is Recycling? Which one is Landfill?



Prepared by Dave Doebler – Vice-Chair, North Bay Village Sustainability & Resilience Committee - dave.Doebler@gmail.com – 954-415-743

Condo Recycling

Worn labels





Condo Recycling

Which one is Recycling? Which one is Landfill?



Prepared by Dave Doebler – Vice-Chair, North Bay Village Sustainability & Resilience Committee - dave.Doebler@gmail.com – 954-415-743

Condo Recycling

Mixed Paper and Cardboard Only?



Prepared by Dave Doebler – Vice-Chair, North Bay Village Sustainability & Resilience Committee - dave.Doebler@gmail.com – 954-415-743

Residential Recycling – Handled by Miami Dade County

Which one is Recycling? Which one is Landfill?
Are they both Recycling?
They are out on the same day, but collection is on different days.



Prepared by Dave Doebler – Vice-Chair, North Bay Village Sustainability & Resilience Committee - dave.Doebler@gmail.com – 954-415-743

Residential Recycling – Handled by Miami Dade County

Which one is Recycling? Which one is Landfill?





Prepared by Dave Doebler – Vice-Chair, North Bay Village Sustainability & Resilience Committee - dave.Doebler@gmail.com – 954-415-743

Business Recycling

Dumpster is labeled, but cart is not



Business Recycling

What happens when people give up ??



Prepared by Dave Doebler – Vice-Chair, North Bay Village Sustainability & Resilience Committee - dave.Doebler@gmail.com – 954-415-743

Business Recycling

It all becomes landfill…



Prepared by Dave Doebler – Vice-Chair, North Bay Village Sustainability & Resilience Committee - dave.Doebler@gmail.com – 954-415-743

Effective Recycling starts with good messaging

- Unified coloring of bins (Green? Blue? Yellow Lid?)
- Universal Recycling logo that everyone recognizes
- Either Multi-Lingual Garbage or Recycling words and logo on visible sides
- Unified / Detailed sticker showing what can be recycled (ideally images)
- Simplify what we are asking people to put in the containers to:
  - Aluminum / Tin Cans
  - Flattened Cardboard
  - Plastic Bottles
  - Glass Bottles

Prepared by Dave Doebler – Vice-Chair, North Bay Village Sustainability & Resilience Committee - dave.Doebler@gmail.com – 954-415-743

Recycle Across America – Standardized Labeling

https://www.recycleacrossamerica.org/recycling-toolkit









Alex Bunker, National Program Director
Email: alex@recycleacrossamerica.org
Phone: 407-342-9656


landfill
landfill
landfill


RECYCLE
RECYCLE
RECYCLE


mixed
recycling
recycle across america
.org
clean paper only
flattened cardboard
papel
y cartón
metal
cans
latas
de metal
glass bottles,
jars only
botellas
de vidrio
plastic
bottles, jugs
botellas
de plástico
www.recycle across america.org



YES!

- ✓ Plastic Bottles
- ✓ Glass Bottles
- ✓ Aluminum and Steel Cans
- ✓ White and Colored Paper
- ✓ Magazines
- ✓ Junk Mail
- ✓ Envelopes
- ✓ Telephone Books
- ✓ Post-It Notes
- ✓ Catalogs





NO!

- × Food Waste
- × Paper Cups
- × Styrofoam
- × Plant Material
- × Waxed Cardboard
- × Plastic Binders
- × Carbon Paper
- × Food Wrappers
- × Paper Towels
- × Photographs
- × Hazardous Waste
- x Cardboard
- x Foodstuffs


landfill
landfill


mixed recycling
recycle across america
NO TRASH
mixed recycling
recycle across america

What has already happened in NBV?

- City has put language into Condo / Business recycling wastehaulers contract that will increase education, improve recycling rates and reduce contamination.

1) All Wastehauler containers shall have large standardized labels (11x17 or larger) on rollouts and rollaways that include multi-lingual (English and Spanish) educational information to indicate what should go / not go in each container, and use images of examples. On Rollout Carts, educational labels shall be permanently affixed on the top of the lid. On Rollaway Dumpsters, educational labels shall be permanently affixed on the front facing end user side. In addition, all other sides of the containers that can be seen by the consumer shall be labeled as 'Recycling' or 'Landfill' with either stencil or vinyl labels so they are visible from 20 feet away. Recycling labels and messaging should be standardized and approved by NBV Communications and Sustainability Team. For reference, labels can follow the standardized messaging found at https://www.recycleacrossamerica.org/. Wastehauler shall inspect the labels annually to ensure legibility and replace as necessary.

What has already happened in NBV?

2) Section 16 Spillage - "It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Single Stream Recyclable Materials not caused by the Service Provider's rendering of the Service." ADD BEFORE THAT LINE: "To ensure a clean community, the Service Provider shall be required to clean up, collect or dispose of any loose or spilled Municipal Single Stream Recyclable Materials caused by the Service Provider's rendering of the Service."

3) Section 21 Vehicles and Equipment - "All collection vehicles used by the Service Provider shall be maintained in good condition and repair, and washed and deodorized once per week" add: **to prevent leaks and Leachate Water onto streets and driveways. Drivers are expected to inspect their vehicles before driving.**

4) Section 19 Customer Service - In order to assist the Town in is obligations under this Section 19, the Service Provider agrees to provide the Town with a primary contact and 24/7 and emergency telephone numbers, as well as Service Request Forms for customer service issues, such as changes in service, container repair requests, **leaky or smelly trucks,** and missed collections.

What has already happened in NBV?

5) Wastehauler shall provide electronic (and physical?) educational materials to NBV for distribution to end consumers and residents of commercial and multi-family buildings. NBV will be responsible to deploy the educational materials to end customers.

6) Wastehauler shall provide Audit Services of customers recycling bins to reduce contamination rates that would cause entire truckloads to be denied by the MERF. Solutions can include manual / visual audits or electronic inspection (in-truck cameras) to determine whether the container has unacceptable amounts of contamination. End customers in violation shall receive a picture and/or hang tag identifying the problem and solution, and the vendor is not required to accept the bin. 'Habitual violators' can incur a pick-up denial, additional fee and/or fine by Code Compliance. NBV shall be notified of violations on a monthly or quarterly basis.

7) Waste haulers must submit tipping receipts and contamination rates from MERF on a monthly/quarterly basis to ensure material is delivered to a MERF. (not sure if we can identify those end customers with high contamination rates).

What has already happened at Miami-Dade County?

- County has developed a 'Hot Stamp' for all NEW and REFURBISHED recycling carts.
- Will take years to get this out to existing homeowners.



My Motion

North Bay Village SRTF recommends that North Bay Village update Sanitation codes with policies that will increase recycling and decrease contamination rates for all Residential, Multi-Family and Commercial buildings.

1. Mandate unified color, labeling and messaging on all landfill, recycling and construction waste bins within 6 months of legislation.
   - Blue Bins / Dumpsters are for Recycling, Any other color is acceptable for landfill
   - On Dumpsters, labels of minimum 11x17 shall be affixed on the front facing end user side.
   - On Rollaway Carts, labels of minimum 11”x4.5” shall be permanently affixed on the top of the lid.
   - In addition, all other sides of the containers that can be seen by the consumer shall be labeled as 'Landfill’, 'Recycling' or ‘Construction Recycling’ with either stencil, vinyl labels or heat stamped so they are easily read from 20 feet away.
   - City should design appropriate visual graphics / labels to be used city wide. We suggest we engage www.RecycleAcrossAmerica.Org’s Standardized Labels. Waste Haulers who desire to use their own labels, must submit for approval by NBV Communications and Sustainability & Resilience Task Force
   - Either Vendor (or City?) will print appropriate visual labels.
   - Vendor must install labels on all cans on all sides to achieve agreed upon consistency.
   - Wastehauler shall inspect the labels annually to ensure legibility and replace as necessary.

My Motion (continued)

2) Waste haulers shall provide educational materials (Electronic or Educational) to all end consumers of residential, commercial, multi-family buildings on an annual basis.

3) Waste hauler shall provide Audit Services of customers recycling bins to reduce contamination rates that would cause entire truckloads to be denied by the MERF. Solutions can include manual / visual audits or electronic inspection (in-truck cameras) to determine whether the container has unacceptable amounts of contamination. End customers in violation shall receive a picture and/or hang tag identifying the problem and solution, and the vendor is not required to accept the bin. 'Habitual violators' can incur a pick-up denial or additional fee. NBV shall be notified of violations on a quarterly basis and fines may be issued by Code Compliance.

Exhibit A

Rates for Services

Roll-out Cart-96 Gallon 1XW	$ 32.72 per month/per container
Dumpster – 2 yard 1XW	$139.42 per month/per container
Dumpster – 4 yard 1XW	$278.82 per month/per container
Dumpster – 6 yard 1XW	$418.23 per month/per container
Fuel Surcharge	Prevailing Computed Rate

These rates are for the fourth year of contract initial term and are subject to Rate Adjustment and Fuel Charges as defined in Section 10 of this agreement.

These rates are based on a one time per week collection. If additional weekly collections are requested the above rates will be multiplied by the actual weekly collections.

ITEM NO. 11.H

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Carlos Llamas, Project Manager

SPONSORED BY:

SUBJECT: **A Resolution Approving a Change Order to David Mancini & Sons, Inc. in the Amount of $26,567.12 to Address Unforeseen Conditions for the Wastewater Pump Station - Village Manager Ralph Rosado, PhD, AICP *(Project Manager Carlos Llamas)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH DAVID MANCINI & SONS, INC. FOR THE VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENTS PROJECT PURSUANT TO INVITATION TO BID NO. 2022-003 IN AN AMOUNT NOT TO EXCEED $26,567.12; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Change Order in the amount of $26,567.12 for Unforeseen Conditions during Construction of the WWS Pump Station Improvement Project.

BACKGROUND AND ANALYSIS

On May, 2022, North Bay Village issued Invitation to Bid No. 2022-003 for all labor, equipment and materials to demolish two existing wet pit/dry pit wastewater pump stations, install two new submersible waste water pump stations with control systems, remove/replace control systems at two additional existing pump stations throughout the Village, and provide four trailer-mounted diesel engine driven generators.

During the construction process, the following unforeseen items were identified in the field by the contractor DMSI and then submitted to the Village as requests for information or potential claims:

Unforeseen Condition #1

- DMSI discovered the 16-inch plug valve shown on the plans is not existing for the 8” forcemain connection point located at Hispanola & North Treasure Drive.

- DMSI also discovered an unknown 12” pipe approximately 20” east of the existing 16” forcemain tee that may cause an additional conflict.

Unforeseen Condition #2

- DMSI discovered a buried drainage box with the same 12” pipe connection conflicting with the proposed 8” forcemain at the Hispanola Avenue Pump Station site. DMSI also discovered an elevational discrepancy with the existing forcemain and sanitary manhole connection.

DMSI Proposal:

After review and coordination of the two (2) unforeseen conditions, DMSI will need to install the new section of 8-inch forcemain utilizing a modified pipe route to avoid the buried drainage box, the 12-inch pipe and to address the elevational change. DMSI will also install a new valve at the forcemain connection point.

The proposal has been reviewed by Kimley Horn Associates and recommended for approval. The proposal also includes ten (10) additional work days.

Allowance Proposal Cost: $26,567.12

As stipulated in the DMSI contract, numeral 9.1.5. "The Village Manager is authorized to approve and execute any change orders up to $25,000 without further Commission approval. Change orders in excess of $25,000 shall be approved by the Village Commission"

Approval of this item will promote the Pillar of Resilience of the NBV100 Plan.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Existing Allowances in Construction Contract - Sewer Improvement Trust Fund, Lift Stations (365.60.535.6304) Project#SI21-01.

PERSONNEL IMPACT

NONE

ATTACHMENTS

Resolution - CO - Mancini - WW Pump Station Improv..DOCX
Allowance Modification Proposal #1_Signed.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CHANGE ORDER TO THE CONSTRUCTION AGREEMENT WITH DAVID MANCINI & SONS, INC. FOR THE VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENTS PROJECT PURSUANT TO INVITATION TO BID NO. 2022-003 IN AN AMOUNT NOT TO EXCEED $26,567.12; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 19, 2022, North Bay Village (the "Village") issued Invitation to Bid No. 2022-003 (the "ITB") for all labor, equipment and materials to demolish two existing wet pit/dry pit wastewater pump stations, install two new submersible wastewater pump stations with control systems, remove/replace control systems at two additional existing pump stations throughout the Village, and provide four trailer-mounted diesel engine driven generators (the "Project"); and

WHEREAS, on April 18, 2023, the Village Commission adopted Resolution No. 2023-057 selecting David Mancini & Sons, Inc. (the "Contractor") as the lowest, most responsive, and most responsible bidder, with a bid amount of $6,250,776.00 (inclusive of a $130,000.00 contingency) to perform the Project and authorized the execution of a construction contract with the Contractor for the Project; and

WHEREAS, Resolution 2023-057 authorizes the Village Manager to approve and execute any change orders up to $25,000 for the Project without further Commission approval, subject to the limitations of the contract's contingency of $130,000.00, while requiring that change orders in excess of $25,000 shall be approved by the Commission; and

WHEREAS, the Contractor has requested a change order in the amount of $26,567.17, as set forth in Exhibit "A" attached hereto, (the "Change Order") and the Village Manager recommends that the Village Commission approve the execution of the Change Order; and

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

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

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

Section 2. Approving Change Order. That the Village Commission hereby approves the Change Order attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Change Order attached hereto as Exhibit "A" in an amount not to exceed $26,567.17, which shall be reduced from the $130,000.00 contingency approved by Resolution 2023-057, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof.

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

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

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

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this 14th day of May, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Kimley»Horn

Allowance Modification Proposal #1

Date: March 26, 2024

Project Name: Wastewater Pump Station Improvements

Contract Number: North Bay Village (NBV)
ITB No. 2022-003

Project Engineer: Kimley-Horn and Associates, Inc. (KHA)

Contractor: David Mancini & Sons, Inc. (DMSI)

Allowance Proposal Work:

During the construction process, the following unforeseen items were identified in the field by DMSI and then submitted to NBV as requests for information or potential claims:

> **Unforeseen Condition #1** - DMSI discovered the 16-inch plug valve shown on the plans is not existing for the 8" forcemain connection point located at Hispanola & North Treasure Drive. DMSI also discovered an unknown 12" pipe approximately 20" east of the existing 16" forcemain tee that may cause an additional conflict. The Notice of Potential Claim is attached for reference. KHA provided Asbuilt drawings showing the nearest valves on both sides of the connection point for use by DMSI. The Asbuilt drawings also show the 16-inch plug valve was shown as existing.
>
> **Unforeseen Condition #2** - DMSI discovered a buried drainage box with the same 12" pipe connection conflicting with the proposed 8" forcemain at the Hispanola Avenue Pump Station site. DMSI also discovered an elevational discrepancy with the existing forcemain and sanitary manhole connection. The Notice of Potential Claim is attached for reference. KHA provided a sketch with a proposed alternative pipe route for review by DMSI.

DMSI submitted the attached Proposal to address the additional work required to complete the 8" forcemain installation for the Hispanola Avenue Pump Station. The proposal includes the necessary breakdown and backup information for review of the requested labor, equipment, materials and sub-contractors. The proposal also includes ten (10) additional work days. The proposal has been reviewed by NBV and KHA and is considered necessary and acceptable.

Allowance Proposal Cost: $26,567.12

Date of Issuance: March 26, 2024

Effective Date: Upon Approval

The following changes are hereby made to the Contract Documents:

Original Allowance Amount:	$130,000.00
Net change from previous request:	$0.00
Allowance Amount prior to request:	$130,000.00
Net Increase/**Decrease** of Allowance Amount:	$26,567.12
Final Allowance Amount including this request:	$103,432.88

Payment:

Payment will be made for work actually performed at the established unit cost and shall be deducted from the contract Allowance amount.

Acknowledgements:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Allowance modification; and it is expressly understood and agreed that the approval of this Allowance shall have no effect on the original contract other than the matters expressly provided herein.

Approved by:

North Bay Village

By:_____ 3/26/2024
(Authorized Signature) (Date)

Kimley-Horn and Associates, Inc.

By:_____ 3/26/2024
(Authorized Signature) (Date)

David Mancini & Sons, Inc.

By:_____ 03/26/2024
(Authorized Signature) (Date)

K:\FTL_Civil\043 jobs\043138056 WO 11 Pump Station CPS\Allowance\Allowance Modification Proposals\AMP #1\Allowance Modification Proposal #1.docx

DAVID MANCINI & SONS, INC.

2655 South Le Jeune Rd, Suite P2A Coral Gables 33134
PH: (954) 977-3556 FAX: (954) 944-2040

2601 Wiles Rd Pompano Beach Florida 33073
PH: (954) 977-3556 FAX: (954) 944-2040

RCO - UNFORSEEN CONDITIONS HISPANOLA FORCEMAIN

PROJECT NAME: NORTH BAY VILLAGE WASTEWATER PUMPSTATION
PROJECT #:23NBVWWPS
CONTRACTOR: David Mancini & Sons, Inc. (DMSI)
Date: 2/23/2024 REV 03/05/2024

ENCLOSED IS THE PROPOSAL FOR FOR THE ADDITIONAL WORK REQUIRED TO INSTALL THE 8" FORCEMAIN AT HISPANOLA LIFT STATION AS PER CORRESPONDENCE BETWEEN THE CONTRACTOR/VILLAGE/EOR.

TOTAL ADDITIONAL COST INCLUDES THE FOLLOWING:

ADDITIONAL BACKFILL & RESTORATION
ADDITIONAL EXCAVATION
ADDITONAL MATERIAL FOR THE PROPOSED FORCEMAIN

SUMMARY OF DIRECT ADDITIONAL COSTS

TOTAL LABOR	*$*	***12,107.42***
TOTAL EQUIPMENT	*$*	***7,548.16***
TOTAL MATERIAL	*$*	***6,911.55***
TOTAL SUB-CONTRACTOR	*$*	*-*
Subtotal Direct Cost	**$**	**26,567.12**

SUMMARY OF TIME IMPACT (REQUEST FOR ADDITIONAL TIME)

#	Description	Unit	QTY
	Additional Time Required to Cover Extra Work	*CALENDAR DAYS*	10

TIME ADDED TO CONTRACT	***Calendar Days***	**10**

TOTAL LUMP SUM COST	**$**	**26,567.12**

RCO - UNFORSEEN CONDITIONS HISPANOLA FORCEMAIN



DAVID MANCINI & SONS, INC.

LABOR COSTS -

LABOR BURDEN MULTIPLIER (LBM)	**57.80%**
Social Security Contributions & Excise and Payroll	6.20%
Medicate Rate	1.45%
Unemployment	7.25%
Workmens Compensation	10.25%
Health Benefits	15.37%
Retirement Benefits	17.28%

VACATION MULTIPLIER (VM)	**13.00%**
Sick Leave (1 week out of 52)	
Vacation (2 weeks out of 52)	
Holiday Pay (1 week out of 52)	

Insurance Schedule	**4.35%**
Insurance Public Liability and Property Damage Insurance	4.35%

Total Burden Rate	**75.15%**

SUMMARY - LABOR COSTS

SUPERVISION			See Below
MAINLINE CREW			See Below
SERVICE CREW			See Below
RESTORATION			See Below
TOTAL LABOR			**$ 12,107.42**

SUPERVISION	**Hourly Rate (Salary)**	**Burden**	**Hours (Salary)**	**Total Cost**
Project Manager	$ 50.00	1.7515	6	$ 525.45
Superintendent	$ 50.00	1.7515	12	$ 1,050.90
CONTRACTORS MARK-UP 5%				**$ 26.27**
TOTAL LABOR				**$ 1,602.62**

MAINLINE CREW - Force Main DMSI	**Hourly Rate**	**OT- Rate**	**Burden**	**Hrs.**	**OT-Hours**	**Total Cost**
Lead Foreman	$ 50.00	$ 75.00	1.7515	24.0		$ 2,101.80
Backhoe Operator	$ 25.00	$ 37.50	1.7515	24.0		$ 1,050.90
Loader Operator	$ 27.00	$ 40.50	1.7515	24.0		$ 1,134.97
Pipelayer	$ 21.00	$ 31.50	1.7515	24.0		$ 882.76
Pipelayer	$ 27.00	$ 40.50	1.7515	24.0		$ 1,134.97
Pipelayer	$ 24.00	$ 36.00	1.7515	24.0		$ 1,008.86
Dump Truck Driver	$ 25.00	$ 37.50	1.7515	24.0		$ 1,050.90
Laborer	$ 19.00	$ 28.50	1.7515	24.0		$ 798.68
Laborer	$ 20.00	$ 30.00	1.7515	24.0		$ 840.72
SUBTOTAL						**$ 10,004.57**
CONTRACTORS MARK-UP 5%						**$ 500.23**
TOTAL LABOR						**$ 10,504.80**

RCO - UNFORSEEN CONDITIONS HISPANOLA FORCEMAIN

EQUIPMENT COST

DAVID MANCINI & SONS, INC.

EQUIPMENT COSTS (STANDBY TIME)- MAINLINE CREW					
Excavators	**Hourly Rate**		**Hours**		**Total Cost**
CAT 315	**131.03**		**24**		$ 3,144.72
Loader	**Hourly Rate**		**Running HRS**		**Total Cost**
CAT 938M	**65.42**		**24**		$ 1,570.08
Skid- Steer	**Hourly Rate**		**Running HRS**		**Total Cost**
CAT 272	**103.08**		**24**		$ 2,473.92
SUBTOTAL					***$ 7,188.72***
Mark-up 5%					***$ 359.44***
TOTAL EQUIPMENT					***$ 7,548.16***

Work Description	**QTY**	**Unit**	**Unit Cost**	**Total Cost**
ADDITIONAL MATERIAL				
8" PLUG VALVE AIS	1	LF	$ 2,558.00	$ 2,558.00
8" 45 BEND AIS	2	EA	$ 654.00	$ 1,308.00
8" SLEEVE AIS	1	EA	$ 650.00	$ 650.00
8" MEGALUG AND KITS	8	EA	$ 102.00	$ 816.00
VALVE BOXES	1	EA	$ 220.00	$ 220.00
VALVE BOX RISERS PVC	20	LF	$ 29.99	$ 599.80
SUBTOTAL				***$ 6,151.80***
TTL W/ Tax				***$ 430.63***
Mark-up 5%				***$ 329.12***
TOTAL MATERIAL COST FOR ADDITIONAL WORK				***$ 6,911.55***

j

QUOTE

FORTILINE WATERWORKS
a MORSCO brand

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
231429	FORTILINE MIAMI	6453424	2/15/24	1

CUSTOMER

DAVID MANCINI & SONS INC
2601 WILES RD
POMPANO BEACH, FL 33073

PROJECT INFORMATION

NBV 8" MJ PLUG VALVE CO

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
30	1	EA	8" MJ PLUG VLV W/GEAR **KENNEDY AIS**	2,558.0000	2,558.00
				Subtotal:	**2,558.00**
				Tax:	**179.06**
				Bid Total:	**2,737.06**

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By FR1 2/15/24 9:12:37

BIDCNEW

QUOTE

FORTILINE WATERWORKS
a MORSCO brand

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
231429	FORTILINE MIAMI	6463203	3/06/24	1

CUSTOMER

DAVID MANCINI & SONS INC
2601 WILES RD
POMPANO BEACH, FL 33073

PROJECT INFORMATION

NBV EXTRA DOMESTIC FITTINGS REV

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
20	2	EA	8" MJ 45 P401 ZINC C153	654.0000	1,308.00
			DOMESTIC		
50	1	EA	8" MJ LONG SLV P401 ZINC DOM	650.0000	650.00
80	8	EA	8" MEGALUG PVC W/ACC 2008PEC	102.0000	816.00
110	1	EA	7635-FJ VB COMP M/SEWER	220.0000	220.00
140	20	FT	10" C900 DR25 PIPE BLUE	29.9900	599.80
				Subtotal:	**3,593.80**
				Tax:	**251.57**
				Bid Total:	**3,845.37**

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By YZ1 3/06/24 13:41:24

BIDCNEW

ADD TO SAVED MODELS



CATERPILLAR

938M

Wheel Loaders › 4-Wd Articulated Wheel Loaders › 175 - 199 hp | COMPARE SIMILAR MODELS

MARKET POPULARITY:Popular

YEAR 2024 | METER READS in Hours or MI/KILM | SERIAL NUMBER ...

NOTES ...

Horsepower: 168.0 | Operator Protection: ROPS/FOPS | Power Mode: Diesel

COSTS/RENTAL RATE BLUE BOOK® | VALUES & MARKET DATA | VERIFICATION | RETAIL RENTAL | SPECS

Cost Recovery Rate † | Internal Charge Rate

† Traditionally Rental Rate Blue Book® Format: Landscape Portrait

Select organization or Enter Values Manually

LOCATION Location | OWNERSHIP ADJUSTMENT 100% | OPERATING ADJUSTMENT 100% | OWNERSHIP TIME STANDARD Monthly

Active Rate

Rate Effective Date
Always Use Current Rate

Ownership Cost (Monthly)

USD $36.42

+USD $0 | 0%
from Unadjusted Rate

Collapse Formula

\+ **Operating Cost** (Monthly)

USD $29

+USD $0 | 0%
from Unadjusted Rate

= **Your Adjusted Hourly Rate**

USD $65.42

+USD $0 | 0%
from Unadjusted Rate

Ownership Cost, Unadjusted | Ownership Adjustment | Regional Adjustment | Year Adjustment

ADD TO SAVED MODELS



CATERPILLAR
315
Excavators › Crawler Mounted Hydraulic Excavators › 14.5 - 16.4 mt | COMPARE SIMILAR MODELS

MARKET POPULARITY:Average

YEAR 2024 | METER READS in Hours or MI/KILM | SERIAL NUMBER ...

NOTES ...

Bucket Capacity: 0.7 | Horsepower: 108 | Operating Weight: 34000 | Power Mode: Diesel

COSTS/RENTAL RATE BLUE BOOK® | VALUES & MARKET DATA | VERIFICATION | RETAIL RENTAL | SPECS

Cost Recovery Rate † | Internal Charge Rate

† Traditionally Rental Rate Blue Book® Format: Landscape Portrait

Select organization or Enter Values Manually

LOCATION Location | OWNERSHIP ADJUSTMENT 100% | OPERATING ADJUSTMENT 100% | OWNERSHIP TIME STANDARD Monthly

Active Rate
Rate Effective Date
Always Use Current Rate

Ownership Cost (Monthly)
USD $85.71
+USD $0 | 0%
from Unadjusted Rate

Collapse Formula

+

Operating Cost (Monthly)
USD $45.32
+USD $0 | 0%
from Unadjusted Rate

=

Your Adjusted Hourly Rate
USD $131.03
+USD $0 | 0%
from Unadjusted Rate

Ownership Cost, Unadjusted | Ownership Adjustment | Regional Adjustment | Year Adjustment

ADD TO SAVED MODELS



CATERPILLAR

272D (disc. 2015)

Skid Steer Loaders > Skid Steer Loaders > 2,901 - 3,300 lbs | ⇄ COMPARE SIMILAR MODELS

MARKET POPULARITY: Popular

YEAR 2015 | METER READS in Hours or MI/KILM | SERIAL NUMBER ...

NOTES ...

Horsepower: 95.0 | Operator Protection: OROPS | Power Mode: Diesel

COSTS/RENTAL RATE BLUE BOOK® | VALUES & MARKET DATA | VERIFICATION | RETAIL RENTAL | SPECS

Cost Recovery Rate † | Internal Charge Rate

† Traditionally Rental Rate Blue Book® Format: Landscape Portrait

Select organization or Enter Values Manually

LOCATION Location | OWNERSHIP ADJUSTMENT 100% | OPERATING ADJUSTMENT 100% | OWNERSHIP TIME STANDARD Monthly

Active Rate

Rate Effective Date
Always Use Current Rate

Ownership Cost (Monthly)
USD $61.11
+USD $0 | 0%
from Unadjusted Rate

Collapse Formula

\+

Operating Cost (Monthly)
USD $41.97
+USD $0 | 0%
from Unadjusted Rate

=

Your Adjusted Hourly Rate
USD $103.08
+USD $0 | 0%
from Unadjusted Rate

Ownership Cost, Unadjusted | Ownership Adjustment | Regional Adjustment | Year Adjustment

DAVID MANCINI
& SONS, INC.
GENERAL CONTRACTOR

2601 Wiles Road
Pompano Beach Fl 33073
(954)-977-3556

2655 South LeJeune Rd SteP2A
Coral Gables Fl 33134
(954)-977-3556

PROJECT: NORTH BAY VILLAGE, WASTEWATER PUMPSTATION

To the VILLAGE:

CARLOS LLAMAS
NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY STE 300
NORTH BAY VILLAGE, Florida 33141

From: David Mancini & Sons, Inc. (DMSI)

Date of event: 02-13-2024 Time: 1:00PM

NOTICE OF POTENTIAL CLAIM

The event giving rise to the potential claim is the discovery of an unforeseen/unknown condition. While DMSI crews were excavating the connection point for the 8" Forcemain located at Hispanola & North Treasure Drive, we discovered that there was no valve north of the existing 16" Tee, leaving us unable to shut down and connect as required per the plans. We also discovered an unknown 12" pipe approximately 20" East of the existing 16" Forcemain Tee which may cause a conflict deterring us to offset the proposed Forcemain. DMSI is requesting a prompt direction on how we should proceed on this matter.

Accordingly, David Mancini & Sons, Inc. may incur additional cost and time due to the unforeseen condition.

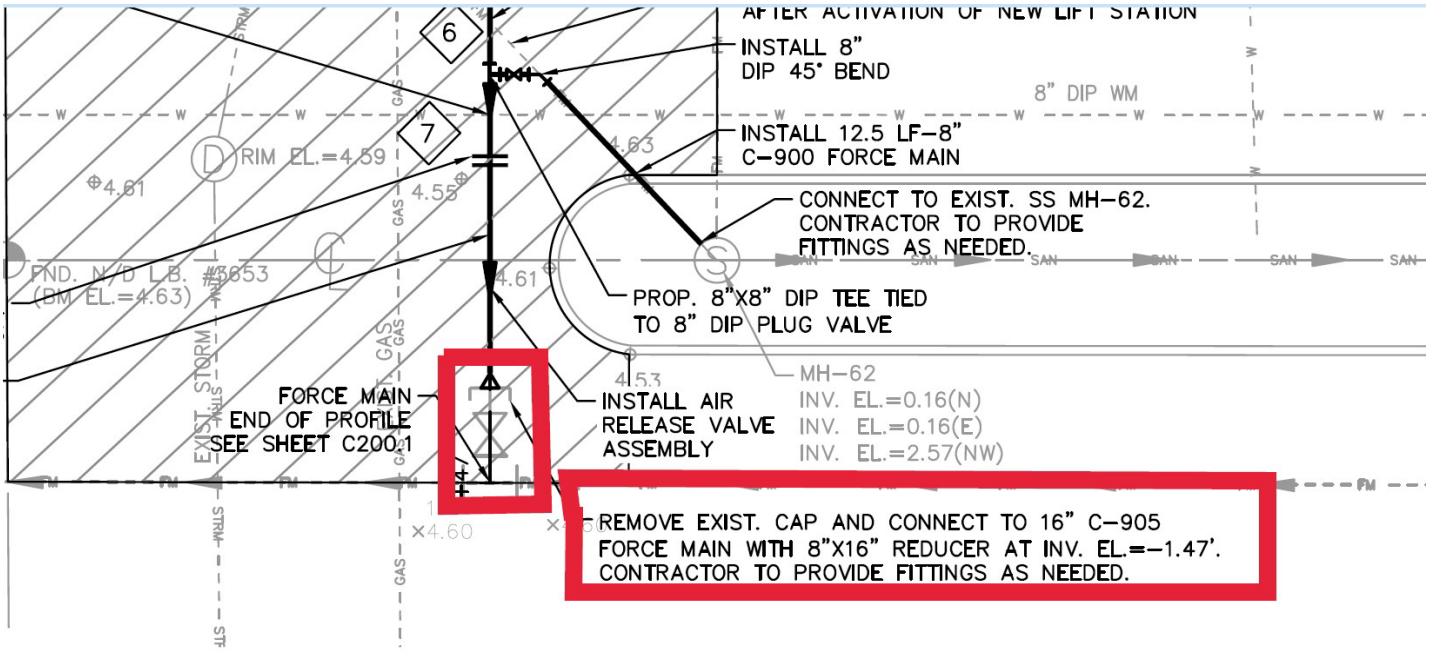
David Mancini & Sons, Inc. will submit the costs, additional time and supporting data for the change, as soon as it becomes available to us.

Thank you for your immediate attention to this matter.

DAVID MANCINI
& SONS, INC.
GENERAL CONTRACTOR

2601 Wiles Road
Pompano Beach Fl 33073
(954)-977-3556

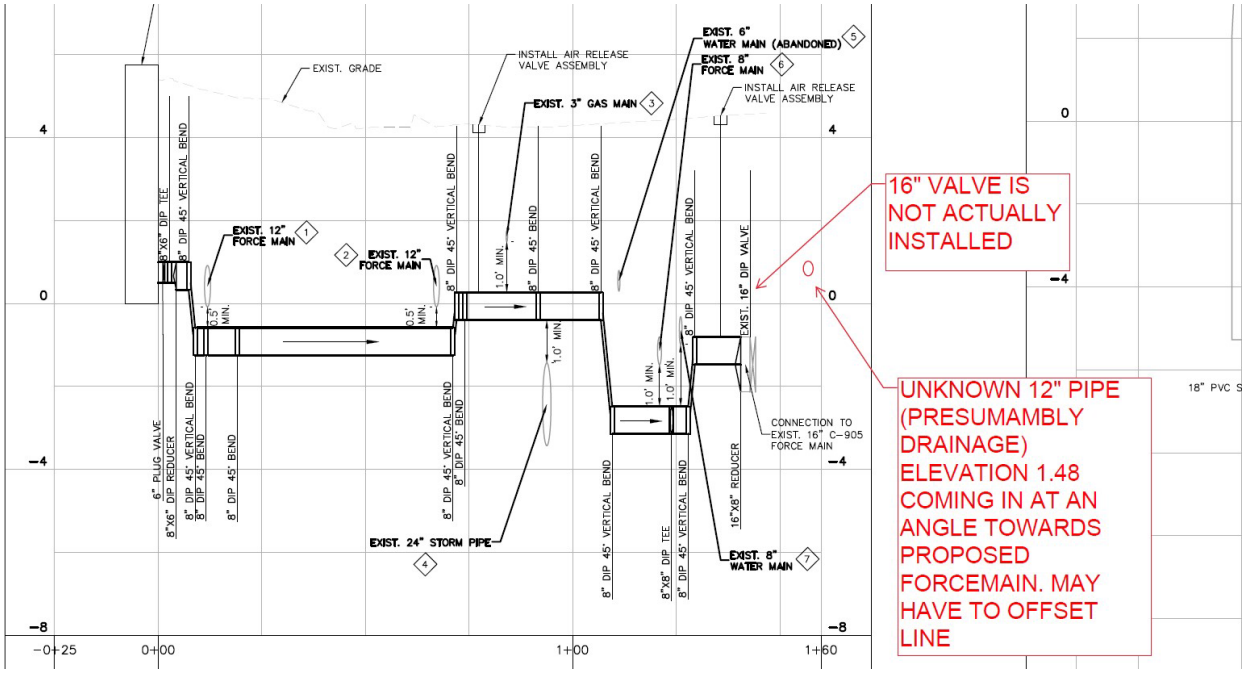
2655 South LeJeune Rd SteP2A
Coral Gables Fl 33134
(954)-977-3556



DAVID MANCINI
& SONS, INC.
GENERAL CONTRACTOR

2601 Wiles Road
Pompano Beach Fl 33073
(954)-977-3556

2655 South LeJeune Rd SteP2A
Coral Gables Fl 33134
(954)-977-3556



Claim description written by: Devin Tizon
DMSI Representative

Signature:_____ Date: _____

Inspector/City Representative: _____

Signature:_____ Date: _____

DAVID MANCINI
& SONS, INC.
GENERAL CONTRACTOR

2601 Wiles Road
Pompano Beach Fl 33073
(954)-977-3556

2655 South LeJeune Rd SteP2A
Coral Gables Fl 33134
(954)-977-3556

PROJECT: NORTH BAY VILLAGE, WASTEWATER PUMPSTATION

To the VILLAGE:

CARLOS LLAMAS
NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY STE 300
NORTH BAY VILLAGE, Florida 33141

From: David Mancini & Sons, Inc. (DMSI)

Date of event: 02-15-2024 Time: 12:00PM

NOTICE OF POTENTIAL CLAIM

The event giving rise to the potential claim is the discovery of an unforeseen/unknown condition. While DMSI crews were excavating to install the 8" Forcemain located at Hispanola Ave (See picture below) we discovered that there was a buried drainage box with a 12" pipe connected to it. We also discovered that the existing forcemain that we are supposed to replace in order to connect to the existing Sanitary manhole is at an elevation of +3.13 instead of the -0.8 shown in the plans. Due to this unforeseen condition, we must find a solution to circumvent the existing drainage box and drainage line. DMSI is requesting a prompt direction on how we should proceed on this matter.

Accordingly, David Mancini & Sons, Inc. may incur additional cost and time due to the unforeseen condition.

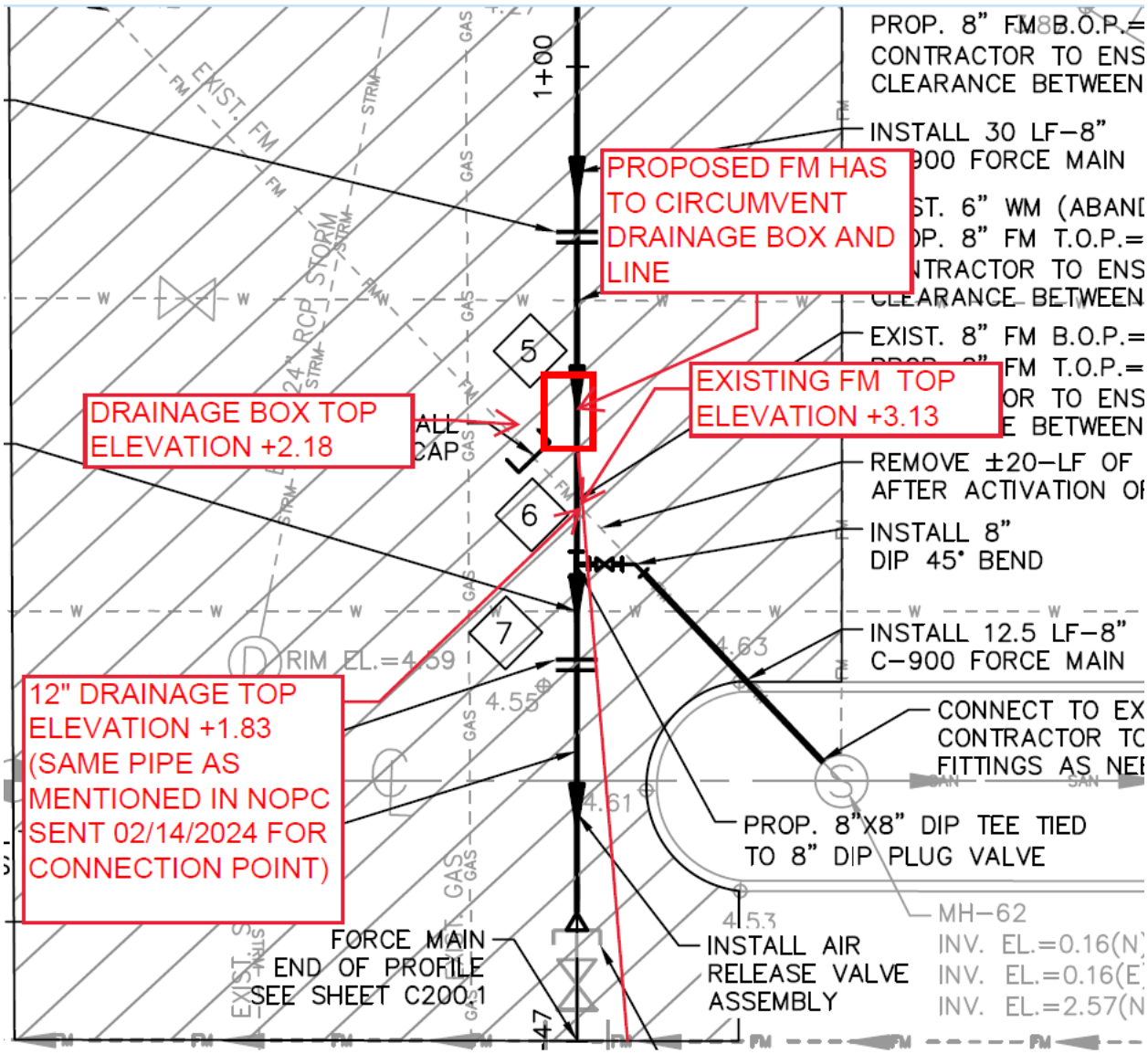
David Mancini & Sons, Inc. will submit the costs, additional time and supporting data for the change, as soon as it becomes available to us.

Thank you for your immediate attention to this matter.

DAVID MANCINI
& SONS, INC.
GENERAL CONTRACTOR

2601 Wiles Road
Pompano Beach Fl 33073
(954)-977-3556

2655 South LeJeune Rd SteP2A
Coral Gables Fl 33134
(954)-977-3556



DAVID MANCINI
& SONS, INC.
GENERAL CONTRACTOR

2601 Wiles Road
Pompano Beach Fl 33073
(954)-977-3556

2655 South LeJeune Rd SteP2A
Coral Gables Fl 33134
(954)-977-3556

Claim description written by: Devin Tizon
DMSI Representative

Signature:_____ Date: _____

Inspector/City Representative: _____

Signature:_____ Date: _____

ITEM NO. 11.I

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Approving Work Order CTA24.01 with Craven Thompson & Associates in the amount of $115,160.00 for Treasure Island Resurfacing and Crosswalk Upgrades Design, Permitting, and Bid Support Services for Resurfacing and Crosswalks Upgrades to Treasure Island Residential Streets - *Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO CRAVEN, THOMPSON & ASSOCIATED INC. FOR RESURFACING AND CROSSWALK UPGRADES DESIGN, PERMITTING, AND BID SUPPORT SERVICES FOR THE TREASURE ISLAND MILL AND OVERLAY IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $115,160.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Work Order CTA24.01 with Craven Thompson & Associates for Design, Permitting, and Bidding Support in the amount of in the amount of $115,160.00.

BACKGROUND AND ANALYSIS

The Village engaged Craven Thompson & Associates to provide a cost estimate for the design, permitting, bidding phase services, and construction observation services for the Village's Mill and Overlay Improvements on Treasure Island. The project's objective is to evaluate the pavement and recommend pavement reconstruction in certain areas and mill and overlay the entire residential neighborhood. The improvements will also consist of stamped asphalt crosswalks within the project limits. The approximate length of roadway to be

reconstructed and/or milled and overlayed is 11,000 LF on Treasure Island only. The limits of work are West Treasure Drive, Jewel Avenue, South Treasure Drive and the south Right of Way of North Treasure Drive.

The Consultant is to provide all project management, investigation, analysis, permitting, utility coordination, and civil engineering services necessary for roadway, signing & pavement markings, and crosswalk improvements along the following street on Treasure Island:

• S Treasure Drive
• Adventure Avenue
• Bounty Avenue
• Buccaneer Avenue
• Cutlass Avenue
• Hispanola Avenue
• Mutiny Avenue
• Jewel Avenue

The project includes but is not limited to roadway milling and resurfacing, signing & pavement markings, utility coordination, and permits. All maps, plans, and designs are to be prepared with English values in accordance with the FDOT Design Manual. The Consultant is to provide original and requested hardcopies of all construction documents at final submittal; and submit a CD containing all CADD project files to the Village at the conclusion of the project. Design services are estimated to take 75 calendar days from Notice to Proceed, and construction is anticipated to begin in September 2024.

Approval of this item will promote the pillar of Livability of the NBV100 Plan.

Livability

By centering on people – residents, business owners and visitors – North Bay Village will become a more attractive place to work, live and do business. The NBV100 Livability pillar puts the focus on placemaking in four ways:

- Prioritizing people over cars,
- Embracing the waterfront,
- Improving the quality of life, and
- Refreshing the NBV identity.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
In the Roadway Improvement Fund - Roads & Streets Improvements (315.18.541.6308) Project#RCP22-00 $115,160.00.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - Approving A WO To Craven, Thompson & Assoc.DOCX

Work Order CTA24.01.pdf
Exhibit A. Project Location Map.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO CRAVEN, THOMPSON & ASSOCIATED INC. FOR RESURFACING AND CROSSWALK UPGRADES DESIGN, PERMITTING, AND BID SUPPORT SERVICES FOR THE TREASURE ISLAND MILL AND OVERLAY IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $115,160.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2023, the North Bay Village ("Village") Commission adopted Resolution No. 2023-155 selecting various consultants pursuant to Request for Qualifications No. 2023-005 (the "RFQ") for continuing professional general architectural and engineering services and authorizing the Village Manager to negotiate and execute agreements with the various consultants; and

WHEREAS, pursuant to the Resolution, the Village entered into an agreement on April 19, 2024, with Craven, Thompson & Associated Inc. (the "Consultant"), as one of the selected firms (the "Agreement"); and

WHEREAS, the Village wishes to provide mill and overlay improvements on Treasure Island (the "Project"); and

WHEREAS, in accordance with the terms of the Agreement, the Village solicited and the Consultant submitted a proposal to provide resurfacing and crosswalk upgrades design, permitting, and bid support services for the Project (the "Services"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A" (the "Work Order") consistent with the Agreement previously entered into between the Village and Consultant in an amount not to exceed $115,160.00; and

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A," consistent with the Agreement previously executed in an amount not to exceed $115,160.00.

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

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

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

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. CTA24.01

Dated this 2nd day of May 2024

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

TREASURE ISLAND MILL AND OVERLAY

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Craven, Thompson & Associates, Inc. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Contract RFQ#2023-005 dated April 19, 2024 and expiring on April 19, 2029.

PROJECT DESCRIPTION

The CONSULTANT will provide design, permitting, bidding phase services and construction observation services for the VILLAGE's Mill and Overlay Improvements on Treasure Island. The project objective is to evaluate the pavement and recommend pavement reconstruction in certain areas and mill and overlay for the entire neighborhood. The improvements will also consist of stamped asphalt crosswalks within the Project limits. The approximate length of roadway to be reconstruction and/or milled and overlayed is 9,200 LF on Treasure Island only. The limits of work are West Treasure Drive, Jewel Avenue, South Treasure Drive and the south Right of Way of North Treasure Drive.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services

furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the VILLAGE with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit to this Work Order. The schedule shall be prepared in Microsoft Project and shall include the Consultant's best estimate as to the project start date.

Within 10 business days after receiving the Notice to Proceed and prior to beginning work, the CONSULTANT shall submit a final project schedule to the VILLAGE for approval. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- VILLAGE Engineering-Building Permit

Permitting services associated with the project design have been previously provided and the project permits are included in the Contract Documents for public advertisement. The CONSULTANT will provide permit closure services as discussed in the Scope of Services. All permitting through the VILLAGE's Building Department will be the responsibility of the selected General Contractor.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT and our Geotechnical sub-consultant Tierra South Florida are as follows:

Task 1 - Project Coordination & Data Collection

As part of this task, the CONSULTANT will attend two (2) meetings to provide general project coordination and work planning. The CONSULTANT will prepare and distribute meeting minutes for each progress meeting.

This task also includes survey work to provide base sheets for the proposed improvements based on available aerials from Miami Dade County.

Moreover, this task includes geotechnical services to obtain geotechnical data to provide evaluations and recommendations for roadway reconstruction and roadway milling and overlay.

Deliverables:

- Meeting minutes (electronic)
- Survey Base Sheets and associated work products (electronic)
- Geotechnical Report (electronic)

Task 2 - 60% Design Documents

The CONSULTANT staff will develop the detailed design of 60% plans and specifications. The updated survey data will be incorporated into the Civil drawings to reflect actual field conditions. The 60% design submittal will include the following:

- Cover Page
- General Notes
- Plan Sheets - Roadway Improvements
- Civil Detail Sheets
- Electrical Detail Sheets

Deliverables:

- Two hard copies bound 11 x 17 plan sets with one electronic copy in PDF format

Task 3 - 90% Design Documents

The CONSULTANT staff will advance the 60% design documents to a 90% stage. Comments from the 60% design submittal will be incorporated, and the drawings will be finalized and prepared for submission to the VILLAGE for review and approval prior to submittal to permitting agencies. One meeting is planned with VILLAGE staff to review the 90% submittal. Comments provided by staff will be incorporated into the final drawings.

Deliverables:

- Two hard copies bound 11 x 17 plan sets with one electronic copy in PDF

Task 4 - Permitting

The CONSULTANT staff will attend permit coordination meetings and prepare permit applications, including required attachments such as reports and signed and sealed drawings, to obtain permits from the following agencies:

- North Bay Village

Payment of application and permit fees shall be the sole responsibility of the VILLAGE. The CONSULTANT staff will request checks from the VILLAGE prior to the submittal of permit applications to cover any associated fees.

Deliverables:

- Completed NBV permit application and required attachments

Task 5 - Final Design Documents

The CONSULTANT staff will advance the 90% design documents to a final stage. Comments from the 90% design submittal will be incorporated, and the drawings will be finalized and prepared for submission to the VILLAGE. One meeting is planned with VILLAGE staff to review the final submittal. A final Engineer's Opinion of Probable Construction Cost will be provided to the VILLAGE.

Deliverables:

- Two hard copies bound 11 x 17 plan sets with one electronic copy in PDF

Task 6 - Limited Post-Design Services

The CONSULTANT staff will attend, record, and prepare minutes for the pre-construction meeting, which will be submitted to the VILLAGE for review. CONSULTANT will assist the VILLAGE in addressing contractor questions and assist the VILLAGE in selecting the lowest responsible bidder.

As part of this task, the CONSULTANT will also review all shop drawings, product data, cut sheets, and other applicable submittals within seven (7) business days of receipt of the submittal to determine compliance with the drawings and specifications. This also includes the review, evaluation, and acceptability of substitute materials, products, or equipment proposed by the Contractor. In addition, the CONSULTANT will provide written responses for a total of twenty (20) RFIs within seven (7) business days to the VILLAGE.

Also included in this task are periodic site visits for the purpose of determining general compliance with approved project drawings, plans, and specifications. A total of twelve (12) site visits are estimated for a construction period of three (3) months. CONSULTANT will also review as-built drawings provided by the Contractor, provide written comments, and recommend submittals actions to the VILLAGE. In addition, the CONSULTANT will review the Contractor's change order requests and claims and provide recommendations and cost evaluations to the VILLAGE.

The CONSULTANT will attend one (1) punch list inspection to identify deficiencies that must be corrected prior to the final completion of the project. A list of items will be prepared and submitted to the VILLAGE. No reinspection of the work is included under this task. The CONSULTANT will submit the project certification letter signed by the EOR to the VILLAGE. The CONSULTANT will produce record drawings based on the certified as-built survey to be performed by the Contractor's Professional Land Surveyor and provide final CAD files and PDF to the VILLAGE.

Deliverables:

- Pre-construction meeting agenda, minutes, and recording
- Two hard copy bound 11 x 17 as-built sets with one

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- VILLAGE shall provide existing electronic CAD files, if available. It is the CONSULTANT'S responsibility to verity accuracy.
- It is the CONSULTANT's responsibility to verity existing geometry is acceptable to all permitting agencies.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Work Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the AGREEMENT. The VILLAGE, as indicated in the AGREEMENT, will pay for these services.

Additional services may include, but not be limited to:

- Field Survey
- Project design modifications
- Public Involvement Services or attendance at Commission meetings
- Construction Phase Services if needed beyond the contract duration of 3 months
- Additional project meetings and/or additional onsite visits
- Village Building Department coordination or permitting/permitting close out.

PERFORMANCE SCHEDULE

CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed. We anticipate the following construction schedule:

- 90% Plan Preparation completion - 60 days from NTP
- 100% Plan Preparation completion - 90 days from NTP
- Construction - TBD

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Lump Sum method of compensation or Not to Exceed method of compensation. For reference, the compensation amount is based on the total hourly rates payable by the VILLAGE for each of the CONSULTANT's employee categories, reimbursable expenses, if any, and sub- consultant fees, if any, as shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Once the VILLAGE's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the VILLAGE's accounts payable department via email (Pwdocuments@nbvillage.com) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

The professional services will be provided for the following amount:

Task 1 - Project Coordination & Data Collection	$19,860.00	Lump Sum
Task 2 - 60% Documents	$12,280.00	Lump Sum
Task 3 - 90% Documents	$11,540.00	Lump Sum
Task 4 - Permitting	$3,720.00	Lump Sum
Task 5 - Final Documents	$12,660.00	Lump Sum
Task 6 - Limited Post-Design Services	$19,600.00	Hourly Not to Exceed
Direct Expenses	$500.00	Allowance
Contingency	$35,000.00	Allowance
Total Lump Sum	**$ 115,160.00**	

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Marlon Lobban, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Patrick Gibney, PE
Craven Thompson & Associates, Inc.
3563 NW 53rd Street
Fort Lauderdale FL 33309
Email: pgibney@craventhompson.com
Phone: (954) 739-6400

SIGNATURE PAGE
NORTH BAY VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

By: _____
Marlon Lobban
Village Public Works Director
This Work Order approved pursuant to [check one and initial]:
☐ _____Manager Purchasing Authority (§36.25 Village Code)
☐ _____Resolution No. _____

By: _____
Dr. Ralph Rosado, Ph.D, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Work Order No.: CTA24.01
Project No.: RCP22-00
Project Name: Mill and Overlay Treasure Island
Design and Construction Services
Consultant: Craven, Thompson & Associates, Inc.
Contract No.: RFQ #2023-005

SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

Anita Gehring
Anita Gehring
[Witness print/type name]

Tamy Taylor
Tamy Taylor
[Witness print/type name]

(CORPORATE SEAL)

CRAVEN, THOMPSON & ASSOCIATES, INC.

Patrick J. Gibney, P.E., V.P., Engineering
[Print Name, check title]

☐ President ☒ Vice President
☒ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
Thomas A. McDonald, C.F.O.
[Print Name]

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of May, 2024, by Patrick J. Gibney, P.E. (name of person) as Vice President, Engineering (type of authority) for Craven, Thompson & Associates, Inc. (name of party on behalf of whom instrument is executed).

Notary Public PATRICIA A. GILBERT
(Print, Stamp, or Type as Commissioned)

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

PATRICIA A. GILBERT
MY COMMISSION EXPIRES
MARCH 23, 2026
#HH 201434
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Exhibit A - Work Break Down Fee Schedule

North Bay Village - Work Order No. CTA24.01
Village Project No. RCP22-00
Contract No. RFQ #2023-005
Treasure Island Mill and Overlay
CTA Proposal No. 2024-H07.099

5/2/2024

EXHIBIT 1
STAFF TIME ESTIMATE

Personnel	Hourly	Hours per Task									Totals	
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7			Hours	Cost
Administration												
Administrative Assistant	$95.00					4	8				12	$1,140.00
Sub Total											12	$1,140.00
Engineering												
Principal Engineer	$280.00										0	$0.00
Sr. Supervising Engineer/Sr. Project Manager	$250.00	8	4	4	4	4	4				28	$7,000.00
Senior Engineer/Project Manager	$185.00	8	16	12	8	16	4				64	$11,840.00
Project Engineer	$155.00	8	24	24	8	24	4				92	$14,260.00
Senior CADD Technician	$115.00		40	40		40					120	$13,800.00
Sub Total											304	$46,900.00
Construction												
Director of Const. Management	$185.00						8				8	$1,480.00
Construction Manager	$175.00						24				24	$4,200.00
Senior Field Representative	$135.00						80				80	$10,800.00
											0	$0.00
Sub Total											112	$15,000.00
Surveying												
Principal Surveyor	$225.00										0	$0.00
Professional Land Surveyor/Land Surveyor	$180.00	8									8	$1,440.00
Project Surveyor	$155.00	12									12	$1,860.00
Survey CADD / GIS Technician	$115.00	16									16	$1,840.00
Survey Crew -Laser Scan (3-Man)	$330.00										0	$0.00
Survey Crew (1-Man)	$120.00										0	$0.00
Survey Crew (2-Man)	$170.00										0	$0.00
Survey Crew (3-Man)	$200.00										0	$0.00
Sub Total											36	$5,140.00
Landscape Arch./ Planning												
Principal Landscape Arch./Planner	$225.00										0	$0.00
Sr. Supervising Landscape Arch.	$200.00										0	$0.00
Senior Landscape Architect	$175.00										0	$0.00
Landscape Architect	$150.00										0	$0.00
Project Landscape Designer	$150.00										0	$0.00
Project Planner	$150.00										0	$0.00
Senior CADD Technician	$115.00										0	$0.00
Sub Total											0	$0
Cost per Task		$9,860.00	$12,280.00	$11,540.00	$3,720.00	$12,660.00	$19,600.00	$0.00	$0.00	$0.00		$68,180.00
Budget per Task		$9,860.00	$12,280.00	$11,540.00	$3,720.00	$12,660.00	$19,600.00	$0.00	$0.00	$0.00		$69,660.00
Subconsultants												
Tierra South Florida		$10,000.00										$10,000.00
												$0.00
												$0.00
Subconsultants Sub Total		$10,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$10,000.00
Total		$19,860.00	$12,280.00	$11,540.00	$3,720.00	$12,660.00	$19,600.00	$0.00	$0.00	$0.00		
Direct Expenses										$500.00		$500.00
Contingency										$35,000.00		$35,000.00
Grand Total		$19,860.00	$12,280.00	$11,540.00	$3,720.00	$12,660.00	$19,600.00	$0.00	$0.00	$35,500.00		**$115,160.00**


Bay Village, FL
WSVN
Benihana
Shuckers Waterfront Bar & Grill
John F Kennedy Causeway
Osteria Del Teatro
Presidente Supermarket
Pirates Alley
Petralunga
N Treasure Dr
Adventure Ave
Hispaniola Ave
Cutlass Ave
Mutiny Ave
E Treasure Dr
Treasure Island Elementary School
Treasure Island
Calleon St
Tanyaris beauty spa
S Treasure Dr
Laurin Land

ITEM NO. 11.J

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Approving Work Order BCC24.01 with BCC Engineering, LLC in the Amount of $802,796.00 for Stormwater Design Management Services - *Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR DESIGN MANAGEMENT SUPPORT FOR THE VILLAGE'S STORMWATER MASTERPLAN PROJECT IN AN AMOUNT NOT TO EXCEED $802,796.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Work Order BCC24.01 with BCC Engineering, LLC in the Amount of $802,796.00. for stormwater design management services.

BACKGROUND AND ANALYSIS

A Request for Qualifications (RFQ) for Professional General Architectural & Engineering Services was issued by the Village on August 31, 2023, for the selection of professional engineering and architectural firms. The selected firms will be used for engineering, design, and management services as funding is made available for General Capital projects as well the use of the Stormwater General Obligation Bonds funding for any of the projects associated with the Stormwater Master Plan.

Under the proposed work order, BCC Engineering, LLC will provide design management support to the Village in coordinating activities during the initial design phase of the stormwater program.

Consultant Coordination

BCC Engineering, LLC will provide support to the Village by coordinating project activities during the initial phase with the designated consultants. The consultant will facilitate effective communication channels, schedule meetings, and foster collaboration among all stakeholders involved. They will be responsible for reviewing scopes and fees provided by designated consultants and provide feedback to the Village.

Design Management Support

The Principal-in-Charge will report directly to the Village Manager or his designee. The principal will assign a Project Manager to work directly on the day-to-day efforts of the Village. The contractor personnel shall assist in the planning, coordination, scheduling and monitoring of the assigned North Bay Village SWMP projects during the planning, design, construction, start-up, commissioning, and close-out phases as needed.

1. ***Project Management*** - Consultant shall provide a Project Manager to assist in the coordination and overall management of the North Bay Village SWMP projects reporting to the Village's Manager or his designee.
2. ***Utility Coordination*** – Consultant shall participate in utility coordination efforts for the program to minimize project delays and conflicts.
3. ***Contracts Administrative Tasks*** – Consultant shall assist North Bay Village SWMP projects contracts staff in all administrative tasks related to contracts development.
4. ***Communications and Public Outreach*** – Consultant shall assist the VILLAGE in executing a proactive public outreach program specific to the stormwater design coordination.
5. ***Project Controls Management*** - implementation and execution of program controls process and protocols which shall include:
6. ***Project Scheduling*** – Consultant shall work with Design Project Managers to update project schedules on a bi-weekly basis. Consultant shall indicate project schedule status as “On-schedule”, “Behind schedule” or “At Risk for Delay” based on interaction with the Design Project Managers. Project schedules will be compatible with Microsoft Project.

The Design Management services outlined in the proposal span the anticipated design timeline for the Phase 1 proposed improvement through FY 25.

It is recommended that the Village Commission approve the work order from BCC Engineering, LLC for the stormwater design and management support.

Approval of this item will promote the Pillar of Resilience of the NBV100 Plan.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and

- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
In the Capital Projects Fund (Stormwater) - Stormwater Improvements (340.36.538.6307) Projects#SW24-01 - SW24-08

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution- BCC Engineering For The Stormwater Program.DOCX
WO Stormwater Design Support-BCC Proposal-Final.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR DESIGN MANAGEMENT SUPPORT FOR THE VILLAGE'S STORMWATER MASTERPLAN PROJECT IN AN AMOUNT NOT TO EXCEED $802,796.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2023, the North Bay Village ("Village") Commission adopted Resolution No. 2023-155 selecting various consultants pursuant to Request for Qualifications No. 2023-005 (the "RFQ") for continuing professional general architectural and engineering services and authorizing the Village Manager to negotiate and execute agreements with the various consultants; and

WHEREAS, pursuant to the Resolution, the Village entered into an agreement on April 26, 2024, with BCC Engineering, LLC (the "Consultant"), as one of the selected firms (the "Agreement"); and

WHEREAS, the Village has begun implementing a stormwater Masterplan project (the "Project") and desires to engage Consultant to provide design management support; and

WHEREAS, in accordance with the terms of the Agreement, the Village solicited and the Consultant submitted a proposal to provide design management support for the Project (the "Services"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A" (the "Work Order") consistent with the Agreement previously entered into between the Village and Consultant in an amount not to exceed $802,796.00; and

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A," consistent with the Agreement previously executed in an amount not to exceed $802,796.00.

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

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

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

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER NO. BCC2401

DATED THIS ___ DAY OF ____ 2024

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

NORTH BAY VILLAGE STORMWATER DESIGN MANAGEMENT SUPPORT

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and BCC Engineering, LLC. authorized to transact business in Florida ("CONSULTANT"), is made pursuant to the Continuing General Professional Engineering and Architectural Services Agreement (the "Agreement") dated April 26th 2024 and expiring on April 26th 2029.

PROJECT DESCRIPTION

As part of this Work Order, the CONSULTANT will support the VILLAGE with professional services in the form of Design Management Support (Services) for the implementation and execution of those projects identified in the Stormwater Masterplan (SWMP and incorporated herein as Exhibit "A".

GENERAL REQUIREMENTS

BCC will support the VILLAGE with professional services in the form of a Design Management Delivery Team (Services) for the implementation and execution of those projects identified in the Stormwater Masterplan (SWMP and incorporated herein as Exhibit "A").

SCOPE OF SERVICES

BCC agrees to provide to VILLAGE the Services per this Agreement outlined below. Services not specifically identified but necessary to complete the projects identified in "Exhibit A" shall be considered part of the scope of services.

Task 1.0 – Consultant Coordination

BCC will provide support to the VILLAGE in coordinating project activities during the initial phase with the designated consultants. BCC will facilitate effective communication channels, schedule meetings, and foster collaboration among all stakeholders involved. BCC will be responsible for reviewing scopes and fees provided by designated consultants and provide feedback to the VILLAGE.

Deliverables: The following deliverables shall be provided under Task 1:

- Design consultants scope/fee for respective projects
- Supporting documentation of fee evaluation

Task 1.1 – Design Management Support

Basic Services –Personnel shall be assigned to the project on an as needed basis. For purposes of this scope, BCC estimates an average of 30 hours per week for the designated Project Manager and 16 hours per week for the designated project engineer. The Principal-in-Charge will report directly to the Village Manager or his designee concerning BCC's services. Principal-in-Charge will assign a Project Manager to work directly on the day-to-day efforts with the VILLAGE. BCC personnel shall assist in the planning,

coordination, scheduling and monitoring of the assigned North Bay Village SWMP projects during the planning, design, construction, start-up, commissioning, and close-out phases as requested and authorized by the Village Manager or his designee. As needed, BCC's Project Manager will retain support from additional BCC staff at specific milestones. All personnel shall be pre-approved by the Village Manager or his designee.

a. Project Management - Consultant shall provide a Project Manager to assist in the coordination and overall management of the North Bay Village SWMP projects reporting to the Village's Manager or his designee.

   i. The Project Manager will execute and finalize projects according to strict deadlines and within budget.

   ii. Project Manager will perform the following:

      1. Direct and manage project development from concept through closeout.
      2. Define project scope, goals and deliverables that support business goals in collaboration with senior management and stakeholders.
      3. Develop project implementation and execution plans and associated communications documents.
      4. Effectively communicate project expectations to team members and stakeholders in a timely and clear fashion.
      5. Liaise with project stakeholders on an ongoing basis.
      6. Estimate the resources and participants needed to achieve project goals.
      7. Draft and submit budget proposals and recommend subsequent budget changes where necessary.
      8. Where required, negotiate with other department managers or state/local agencies for the acquisition of required information or resources. Proactively manage changes in project scope and schedule, identify potential crises, and devise contingency and mitigation plans.
      9. Define project success criteria and disseminate to involved parties throughout project life cycle.
      10. Conduct pre-project briefings, post-project de-briefings, and create recommendations reports ("lessons learned") in order to identify successful and unsuccessful project elements.
      11. Ensure all documents processed must at a minimum include the Project number, WBS number, description, subject, document date, document type (including, but not limited to, drawings, specifications, letters, memos, E-mails, meeting minutes, procedures, reports, reviews, contracts, estimates, schedules, submittals, transmittals, RFI's), to and from parties. Consultant will ensure that Document Control is included on the distribution of all Program related documents.

b. Utility Coordination – Consultant shall participate in utility coordination efforts for the program to minimize project delays and conflicts.

c. Contracts Administrative Tasks – Consultant shall assist North Bay Village SWMP projects contracts staff in all administrative tasks related to contracts development.

d. Communications and Public Outreach – Consultant shall assist the VILLAGE in executing a proactive public outreach program.

e. Project Controls Management - implementation and execution of program controls process and protocols which shall include:

   i. A monthly Executive Summary (including progress photos, if applicable) providing an overview of current overall project status, issues and pending decisions, future

developments, expected achievements, and any actual or anticipated problems or impacts.

ii. A monthly Cost Narrative describing the current status of the incurred costs against the approved construction budget, the estimated final Cost of Work at completion, and status of Contract Contingency.

iii. A monthly Scheduling Narrative summarizing the current status of the Project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses necessary to compare planned performance with the Projects actual performance. Recommend possible schedule recovery and impact mitigation actions.

iv. Consultant will ensure all documents processed must, at a minimum, include the Project number, description, subject, document date, document type (including, but not limited to, drawings, specifications, letters, memos, E-mails, meeting minutes, procedures, reports, reviews, contracts, estimates, schedules, submittals, transmittals, RFI's), to and from parties.

f. Project Scheduling – Consultant shall work with Design Project Managers to update project schedules on a bi-weekly basis. Consultant shall indicate project schedule status as "On-schedule", "Behind schedule" or "At Risk for Delay" based on interaction with the Design Project Managers. Project schedules will be compatible with Microsoft Project.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- VILLAGE shall provide existing electronic CAD files, if available. It is the CONSULTANT'S responsibility to verify accuracy.
- VILLAGE shall provide a work area for BCC personnel if on-site presence is needed.

PERFORMANCE SCHEDULE

This Agreement shall become effective upon execution by both parties and will remain in effect until deliverables stated in this proposal have been completed by BCC and accepted by the Village or unless earlier terminated in accordance with the Master Agreement.

SCHEDULE		
Task #	**Task Description**	**Estimated Duration per Task**
1.0	Consultant Coordination	1 month

Year 1: 2024 SCHEDULE		
Task #	**Task Description**	**Estimated Duration per Task**
1.1	Design Management Support	05/15/2024 – 09/30/2024 22 Weeks

Year 2: 2024-2025 SCHEDULE		
Task #	**Task Description**	**Estimated Duration per Task**
2.1	Design Management Support	10/01/2024 – 09/30/2025 52 Weeks

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, the Consultant shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Lump Sum and Not-to-Exceed method of compensation. Task 1.0 will be performed on a Lump Sump Basis.

Task 1.1 and 2.1 will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on Exhibit B attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPESATION

BCC will perform all services described in Tasks 1.0 of the Scope of services on a Lump Sum Basis and Task 1.1 & 2.1 of the Scope of Services on a not to exceed basis. ***Exhibit 'C'*** includes a detailed man-hour estimate for work outlined in the Scope of Work.

COMPENSATION SCHEDULE			
Task #	**Task Description**	**Fee**	**LS/TM**
1.0	Consultant Coordination	$ 29,076.00	LS
Total		**$ 29,076.00**	

Year 1: 2024 COMPENSATION SCHEDULE			
Task #	**Task Description**	**Fee**	**LS/TM**
1.1	Design Management Support	$ 238,612.00	TM
Year 1 Total		**$ 238,612.00**	

Year 2: 2024-2025 COMPENSATION SCHEDULE			
Task #	**Task Description**	**Fee**	**LS/TM**
2.1	Design Management Support	$ 535,288.00	TM
Year 2 Total		**$ 535,288.00**	

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of PM, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters, EI
Village Engineer / CIP Manager
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
Email: Dpeters@nbvillage.com
Phone: (305) 756-7171 Ext. 29

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
Email: Mlobban@nbvillage.com
Phone: (305) 756-7171 ext. 66

CONSULTANT CONTACTS

Victor H. Herrera, PE
Senior Vice President
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: vherrera@bcceng.com
Phone: (305)670-2350

Carlos Morales
Civil Division Manager
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: carlos.morales@bcceng.com
Phone: (305)670-2350

SIGNATURE PAGE
NORTH BAY VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

By: _____
Marlon Lobban
Village Public Works Director
This Work Order approved pursuant to [check one and initial]:
☐ _____Manager Purchasing Authority (§36.25 Village Code)
☐ _____Resolution No. _____

By: _____
Dr. Ralph Rosado, Ph.D, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

Liqnne Arias
[Witness print/type name]

Kevin G. Roman Gomez
[Witness print/type name]

(CORPORATE SEAL)

BCC Engineering, LLC

Victor H. Herrera, PE

☐ President ☒ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary

Jose A. Munoz, PE

ACKNOWLEDGMENT

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of May, 2024, by Victor Herrera (name of person) as Senior Vice President (type of authority) for BCC Engineering, LLC (name of party on behalf of whom instrument is executed).

VANESSA AYMERICH
Notary Public
State of Florida
Comm# HH402823
Expires 5/24/2027

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

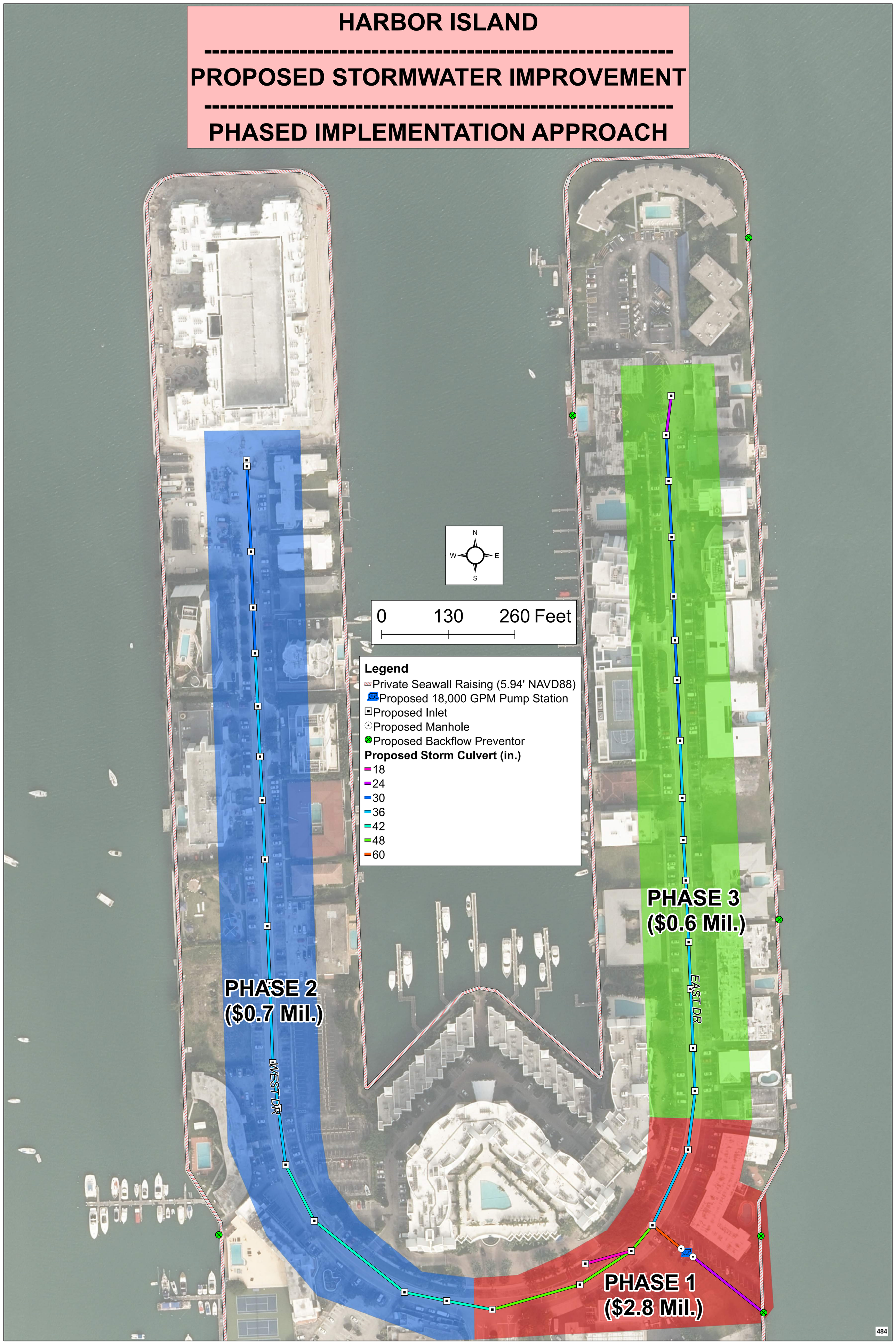
✓ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

Exhibit A – Stormwater Master Plan

HARBOR ISLAND

PROPOSED STORMWATER IMPROVEMENT

PHASED IMPLEMENTATION APPROACH



NORTH BAY ISLAND

PROPOSED STORMWATER IMPROVEMENTS

PHASED IMPLEMENTATION APPROACH

N
W E
S

0 100 200 Feet

79TH STREET CSWY

79TH PKWY

PHASE 2
($4.3 Mil.)

PHASE 4
($2.4 Mil.)

PHASE 3
($2.2 Mil.)

PHASE 1
($4.4 Mil.)

CENTER BAY DR

COQUINA DR

MIAMI VIEW DR

BAY TER

BEACH VIEW DR

Legend

- Private Seawall Raising (5.94' NAVD88)
- Proposed Inlet
- Proposed 24,200 GPM Pump Station
- Proposed Manhole
- Proposed Backflow Preventor
- Proposed Roadway Raising (~2FT)

Proposed Storm Culvert (in.)

- 18
- 24
- 30
- 36
- 42
- 48
- 54
- 60
- 66

TREASURE ISLAND

PROPOSED STORMWATER IMPROVEMENTS

PHASED IMPLEMENTATION APPROACH

Legend

- Private Seawall Raising (5.94' NAVD88)
- Proposed 27,000 GPM Pump Station
- Proposed 40,400 GPM Pump Station
- Proposed Backflow Preventor
- Proposed Inlet
- Proposed Manhole
- Proposed Roadway Raising (~2FT) & Narrowing

Proposed Storm Culvert (in.)

- 18
- 24
- 30
- 36
- 42
- 48
- 54
- 66
- 72

N W E S

0 150 300 Feet

79TH STREET CSWY

1800 BLK

PIRATES ALY

N TREASURE DR

E TREASURE DR

W TREASURE DR

S TREASURE DR

ADVENTURE AVE

BUCCANEER AVE

BOUNTY AVE

CUTLASS AVE

HISPANOLA AVE

MUTINY AVE

JEWEL AVE

GALLEON ST

PHASE 1
($10.3 Mil.)

PHASE 2
($10.7 Mil.)

PHASE 3
($7.7 Mil.)

PHASE 4
($6.9 Mil.)

PHASE 5
($6.3 Mil.)

PHASE 6
($1.6 Mil.)

Exhibit B – Hourly Rates

HOURLY RATES

Job Classification	BCC
Principal Engineer	$276
Project Manager	$235
Senior Project Engineer	$205
Project Engineer	$159
Designer	$95
PIO/Communication Manager	$144.82
Project Architect	$156
Landscape Architect	$135
Senior Planner	$115
Construction Manager	$156
Traffic Engineer	$134
Environmental Specialist	$100
CEI Inspector	$122
GIS Specialist	$127
Surveyor	$195
CADD	$90
Clerical/Admin	$74

Exhibit C – Fee Estimate

PROPOSAL FEES SCHEDULE

Project Name:	NBV Stormwater – Design Management Support							
Proposal Date	5/2/2024							
		BCC Staff by Category				TOTAL HOURS	TOTAL FEE	
Task No.	Description	Principal Engineer	Project Manager	Project Engineer	Clerical Admin			
		$276.00	$235.00	$159.00	$74.00			
1.0	Consultant Coordination	20	84	24		128	$	29,076.00
YEAR 1	**22 WEEKS** **HRS/WEEK:**	**4**	**30**	**16**	**2**			
1.1	Design Management Support	88	660	352	44	1144	$	238,612.00
YEAR 2	**52 WEEKS** **HRS/WEEK:**	**2**	**30**	**16**	**2**			
2.1	Design Management Support	104	1560	832	104	2600	$	535,288.00
Total Hours		212	2304	1208	148	3872		
Total Fee		$ 58,512.00	$ 541,440.00	$ 192,072.00	$ 10,952.00		**$**	**802,976.00**

ITEM NO. 11.K

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Authorizing a Budget Amendment in the Amount of $50,000 for Sanitation Truck Repairs - *Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO PROVIDE FOR SANITATION VEHICLE EXPENSES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a budget amendment in the amount of $50,000 to cover current and future repairs needed to maintain sanitation trucks to provide solid waste pickup services.

BACKGROUND AND ANALYSIS

The proposed resolution seeks the Village Commission's consideration to approve additional funding to cover maintenance and repairs for sanitation trucks.

The approved Fiscal Year 2024 budget allocation for sanitation truck repairs has been fully utilized due to repeated maintenance needs. Currently, there's an outstanding invoice from Nextran Truck Center for hydraulic repairs. The Operations Division anticipates further maintenance for the remainder of the fiscal year.

To ensure uninterrupted solid waste services, staff proposes a budget amendment of $50,000 specifically allocated for sanitation truck maintenance and repairs. This additional funding will cover the anticipated costs and guarantee the continued efficiency of waste management

operations.

This item promotes the Pillar of Efficiency. .

Efficiency is the ability to minimize wasting materials, energy, efforts, money, and time in doing something or in producing a desired result. In a more general sense, it is the ability to do things well, successfully, and without waste.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
In the Enterprise Fund - Transfer from Appropriation of Fund Balance (430.00.389.3890) $50,000 and transfer to Repair & Maintenance of Vehicles (430.37.534.4601).

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving BA - Sanitation Vehicle.DOCX
Exhibit A Budget Amendment -Sanitation Veh. Repairs.pdf
NEXTRAN INVOICE 07W20968.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO PROVIDE FOR SANITATION VEHICLE EXPENSES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28, 2023, the North Bay Village (the "Village") Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the "Budget"); and

WHEREAS, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

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

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

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

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

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

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

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

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

Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Budget Amendment Form

Department : **Sanitation**	**Date :** **5/14/2024**
Fund(s) to be changed: Enterprise Fund	

GL Account	GL Line Item	Transfer to:	Transfer from:
430.37.534.4601	Repair & Maintenance of Vehicles	$ 50,000.00	
430.00.389.3890	Appropriation of Fund Balance		$ 50,000.00
TOTAL (Columns must be equal)		**$ 50,000.00**	**$ 50,000.00**

Description:

Transfer Enterrprise Fund Balance to the Sanitation Departments' R&M Vehicles account for continuing Sanitation Truck vehicle repairs - due to the end of asset life for the two (2) Sanitation trucks currently 7 years old. New Vehicles to be ordered and taken to Commission.

NEXTRAN TRUCK CENTERS

6801 NW 74th Avenue | Miami, FL 33166 | Phone: (800) 964-6225

** Reprint **
Invoice: **07W20968**
Date / Hour: 2/2/2024 4:39:46PM
Repair Order: 20968
Customer: 07289
Branch: MIA
Total Invoice: $19,998.98
A/R Charge

Bill To: North Bay Village
1666 KENNEDY CAUSEWAY 3RD FLOOR
NORTH BAY VILLAGE, FL 33141

Ship To: North Bay Village
1666 KENNEDY CAUSEWAY 3RD FLOOR
NORTH BAY VILLAGE, FL 33141
Office Phone: (305) 756-7171

Work: (305) 756-7171 Shop:(305) 756-7171 Fax: (305) 756-7722

Customer P/O: Meagan
Add User: PBAUG
Open Date: 11/20/2023 Completion Date: 01/04/2024
Salesperson: karmak

Unit Number: 1801 **Model Year: 2018** **Make/Model: MCK MRU613**
Type: Truck **VIN: 1M2AV04C0JM017901** **Meter: 28482 Miles**
ECM Reading: 6559

Task: 1 NEXINSPECT Nextran Assurance Check 22 Inspection **Department: Service**
SMV000000 MOTOR VEHICLE INSPECTION
Complaint: Check 22

Task 1 Subtotals	Parts:	$0.00
	Labor:	$0.00
	Task 1 Subtotals	$0.00

REPRINT

Task: 2 NEXDIAG Preliminary Diagnostics **Department: Service**
Complaint: 1- After replace the cab harness the following issues came on:
- When truck is in neutral or turn off, the tail lights, reverse lights, backup alarm going on
- Backup camera stop working
- When PTO is engage, goes on high RPM's
SA: JG

Cause: Removed interior panel to check rear camera and back up alarm stay on found camera not pugged in found aftermarket body harness causing rear lights and alarm to go off tried replacing relays to correct problem working sometimes .
Removed rear panels by tailgate found some broken rubbing wire repair and covered with loom
topped off hydraulic oil to find leak found heavy leak coming from main cylinder / low oil causing PTO noise
something still back feeding lights causing back light to come on.

Supp.	Part	Description / Ref Number		U/M	Quantity	Price	Extended Price
MPDC	85136150	PROTECTING CASING	1623	EA	6.0	$3.54	$21.24

Task 2 Subtotals	Parts:	$21.24
	Labor:	$1,088.00
	Task 2 Subtotals	$1,109.24

Task: 3 071000000 NX - Body **Department: Service**
071000000 Body
Complaint: 2- Compactor rear passenger side inner cylinder is leaking.
SA: JG

Correction: R & R Compactor Main Cylinder, order part, Vicente installed cylinder of the puchao blade master cylinder behind the cabin clean the entire work area, remove the spilled oil, incomplete work, the cylinder pinion is missing, the front part was tidy, the engine needs to be washed with water, behind it cabin, previously had hydraulic oil spilled, product of the master cylinder liquidizing needs to be washed because it can catch fire incomplete work

Compactor rear passenger side inner cylinder is leaking.
Removing cylinder from right rear carry blade, stuck pins, took more time order part, replaced cylinder carry blade.

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
LOCAL	B7-TC0015	Hydraulic Cap	EA	1.0	$37.01	$37.01
LOCAL	NFH 85705	Hydraulic Oil 5 Gal	EA	3.0	$90.81	$272.43

** See Last Page for Invoice Total **

NEXTRAN TRUCK CENTERS

6801 NW 74th Avenue | Miami, FL 33166 | Phone: (800) 964-6225

** Reprint **
Invoice: **07W20968**
Date / Hour: 2/2/2024 4:39:46PM
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Bill To: North Bay Village
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Ship To: North Bay Village
1666 KENNEDY CAUSEWAY 3RD FLOOR
NORTH BAY VILLAGE, FL 33141
Office Phone: (305) 756-7171

Work: (305) 756-7171 Shop: (305) 756-7171 Fax: (305) 756-7722

Customer P/O: Meagan — Open Date: 11/20/2023 — Completion Date: 01/04/2024
Add User: PBAUG — Salesperson: karmak

LOCAL	NHF 85705	Hydraulic Fluid 5 gal	EA	3.0	$90.81	$272.43
LOCAL	NHF 85705	Hydraulic Fluid 5 gal	EA	2.0	$90.81	$181.62
LOCAL	NHF 85705	Hydraulic Fluid 5 Gal	EA	2.0	$90.81	$181.62
	Sublet	HYC01470 - MAIN CYLINDER		1.0	$8,326.00	$8,326.00
	Sublet	Hose Assembly		1.0	$967.67	$967.67
	Sublet	HYC00865-01		2.0	$1,597.57	$3,195.14
	Sublet	PINS FOR MAIN CYLINDER		1.0	$37.41	$37.41
	Sublet	Momentary Switch		1.0	$310.00	$310.00
	Sublet	Half Roller		1.0	$288.41	$288.41
	Sublet	Pin		1.0	$75.00	$75.00
	Sublet	Pin		1.0	$95.00	$95.00
	Sublet	freight		1.0	$30.00	$30.00

Task 3 Subtotals	
Parts:	$945.11
Labor:	$4,320.00
Miscellaneous:	$13,324.63
Task 3 Subtotals	$18,589.74

Detail Tax Info:

Florida FL State Tax	$0.00
Miami-Dade FL County Tax	$0.00
	$0.00

Total Parts:	**$966.35**
Total Labor:	**$5,408.00**
Total Miscellaneous:	**$13,324.63**
Total Shop Supplies:	**$300.00**
Invoice Subtotal:	**$19,998.98**
Total Tax:	**$0.00**
Total Invoice:	**$19,998.98**

Payment Method	Terms	Due Date
A/R Charge	Net 30 Days	3/3/2024

NEXTRAN TRUCK CENTERS

6801 NW 74th Avenue | Miami, FL 33166 | Phone: (800) 964-6225

** Reprint **
Invoice: **07W20968**
Date / Hour: 2/2/2024 4:39:46PM
Repair Order: 20968
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Office Phone: (305) 756-7171

Work: (305) 756-7171 Shop: (305) 756-7171 Fax: (305) 756-7722

Customer P/O: Meagan Open Date: 11/20/2023 Completion Date: 01/04/2024

Add User: PBAUG Salesperson: karmak

REPRINT

TERMS: Cash and payable upon receipt of goods unless other arrangements are made in advance. No discounts allowed, No material may be returned without Nextran Truck Center's permission. Claims or returns must be made within ten (10) days of the date purchase, accompanied by this invoice. Returns are subject to a handling charge of not less than twelve percent (12%) of the cost charged for the good to the undersigned. Nextran Truck Center shall be entitled to recover the reasonable attorney's fees and other costs incurred by it in any action or proceeding arising out of or related to the enforcement or collection of this invoice, in addition to any other relief to which it may be entitled. Service charges accrue on unpaid accounts at the rate of 1.5% per month (18% per annum) from the due date.

VENUE: Any litigation or other adversary proceeding arising from or related to this invoice or the parts or repair work referenced in this invoice shall be resolved solely in the courts of competent jurisdiction in the state and county in which Nextran Truck Center dealership providing the goods or services specified in this invoice is located, and each of the undersigned and Nextran Truck Center hereby irrevocably (i) consents to the personal jurisdiction of any such court and (ii) expressly waives any objection to venue and any claim that any such court constitutes an inconvenient forum. The undersigned agrees that the service of process may be made on the undersigned by mailing a copy of the summons and complaint by certified mail, return receipt requested, to the undersigned's address on file with Nextran Truck Center. All parts are new unless otherwise indicated

ABSOLUTELY NO RETURNS ON ELECTRICAL EQUIPMENT, NON STOCKED ITEMS, OR SPECIAL ITEMS.

MV-38626

NORTH BAY VILLAGE
EST. 1945

North Bay Village
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

DATE: March 18, 2024

TO: Angela Atkinson, Finance Director/CFO

FROM: Marlon Lobban, Director of Public Works

SUBJECT: Sanitation Truck Repair Funds Budget Amendment

Due to the high cost of repairing the Sanitation Trucks, funds from the repair account have been depleted for this fiscal year. The department is requesting a transfer of funds from account GL#430-35-535-9000 (contingency) to account GL#430-37-534-4601 (Repair & Maintenance Vehicles). The transfer will find a previous invoice for repairs to one of the Sanitation Trucks.

Please note that the other Sanitation Truck is currently in the shop for major repairs.

ITEM NO. 11.L

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY:

SUBJECT: **A Resolution Approving a County Incentive Grant Program (CIGP) Agreement between North Bay Village and the Florida Department of Transportation for Short-Term Improvements to Kennedy Causeway -** ***Village Manager Ralph Rosado, PhD, AICP (CIP Manager Delroy Peters)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $207,010 FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CONSTRUCTION OF THE KENNEDY CAUSEWAY COMPLETE STREETS PROJECT; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A STATE-FUNDED GRANT AGREEMENT WITH FDOT AND MIAMI-DADE COUNTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission accept accept the $207,010 grant funds and execute the corresponding State-Funded Agreement from FDOT for funding the construction phase involving short-term improvements to the Kennedy Causeway Complete Street Project.

BACKGROUND AND ANALYSIS

In 2022, North Bay Village entered into an agreement with the Florida Department of Transportation (FDOT) and Miami-Dade County under the County Incentive Grant Program (CIGP) for the design phase of a two-part grant award. At the time the Village was awarded $25,000 for the design phase and $207,010 for the construction phase with a 100% match requirement. However, due to the funding implementation sequence, FDOT executed the agreement only for the initial design phase.

The overall project focuses on short-term complete streets improvements along the SR 934/Kennedy/79th Street Causeway, North Bay Village's primary urban corridor and vital link to mainland Florida, connecting to the City of Miami to the west and the City of Miami Beach to the east. This roadway falls under the jurisdiction of FDOT, characterized by its six-lane width, narrow sidewalks, and high-speed traffic, posing safety risks to pedestrians and bicyclists. Aligned with the Village's master plan (NBV100), funding from the CIGP grant is designated for initial short-term improvements, including:

- Intersection Improvements: Coloring and restriping intersections to enhance pedestrian pathways and raise awareness among all road users.
- Relocation and improvements of bus shelters along the causeway.

Design Portion

1. Complete Streets Short Term improvements include the bus shelters, crosswalks, and signage.
2. BCC Engineering submitted 90% design plans to FDOT for review the last week of April 2024 which included the preliminary designs for the bus shelters.
3. FDOT review is about 21 days.
4. Final design is expected by end of July 2024 with FDOT approval.
5. Upon final design approval by FDOT, BCC will submit the 100% to the Building Department for plan review and approval at the Village level.
6. FDOT grant is set to expire for design by 7/30/2024, we expect to complete design prior to that date.
7. Grant reimbursement to be submitted by July 2024 to close out the design phase.

Construction Portion

1. CIGP construction agreement with FDOT is pending execution, a resolution is being presented at the May Commission meeting that FDOT needs in order to proceed with the execution grant agreement between FDOT and the County (both need to sign and approve). See partially executed agreement attached as "FM448629-1-54-01 Construction agreement."
2. FDOT has advised that the earliest we can commence construction is August 2024.
3. Procurement for a contractor will commence in July 2024 (we have to align with the 100% design completion) and the Village will issue the ITB as soon as design is complete and all approvals have been received.
4. Contractor selection before Commission would occur by no later than November 2024.
5. Construction would commence around that time and is expected to last 12 months so approximately December 2025. However, we understand that there can be comment introductions from regulatory agencies during the course of construction which can delay the project, hence, the more reasonable completion date is June 2026.

BCC Engineering was contracted to provide professional services for the project's design. They have been actively engaged in addressing FDOT and County comments, conducting design plan reviews, and spearheading the permit process. In March of 2024, BCC submitted a revised Estimate of Probable Construction Cost, estimating it to be $544,560 (see cost

estimate attached). The estimate includes costs relating to replacing 5 bus shelters, installing new crosswalks with proper striping (similar to the crosswalk at N. Bay Island/Harbor Island), and installing corresponding traffic pedestrian yield signage.

To match the $207,010 grant award amount, the Village is required to contribute the same amount or more. The current budget allocates $414,020 in Capital Projects Fund under GL 320.61.630 Building and project number CP23-01 for this project. In addition, the Sunbeam development agreement commits the developer to contribute $400,000 for landscaping, beautification, design and/or construction of bus shelters, due by July 23, 2024. Once the funds are received, they can be allocated toward creation of the final two bus shelters on the causeway.

It is recommended that the Village Commission accept accept the $207,010 grant funds and execute the corresponding State-Funded Agreement from FDOT for funding the construction phase involving short-term improvements to the Kennedy Causeway Complete Street Project.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
The current budget allocates $414,020 in Capital Projects Fund under GL 320.61.630 Building and project number CP23-01 for this project.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - Grant Agreement CIGP KC Improvements.docx
Exhibit A - Grant Agreement
Causeway Short Term Complete St. Improvements Cost Estimate.pdf

RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $207,010 FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CONSTRUCTION OF THE KENNEDY CAUSEWAY COMPLETE STREETS PROJECT; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A STATE-FUNDED GRANT AGREEMENT WITH FDOT AND MIAMI-DADE COUNTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") strives to improve the quality of life of all residents of the community and has conceived the Kennedy Causeway Complete Street Project to create a complete street that better serves the Village's core (the "Project"); and

WHEREAS, by implementing the Project, the Village seeks to prioritize pedestrians' safety, create a more coherent multimodal network, and enhance local business success along its principal urban corridor; and

WHEREAS, the Village intends to begin the Project with short-term improvements which consist of bicycle/pedestrian safety improvements; intersection improvements; and relocation and improvements of two high traffic bus shelters (the "Short-Term Project"); and

WHEREAS, the Village applied to the Florida Department of Transportation (FDOT) County Incentive Grant Program (CIGP) 2020 Application Cycle to fund the Short-Term Project, the design and construction of which are estimated at $464,020; and

WHEREAS, FDOT approved the Village's application with a 100% match requirement for the design and the construction phases and included the Short-Term Project in the Tentative Work Program for Fiscal Years 22-26; and

WHEREAS, the funding agency awarded $25,000 for the design phase in FY 2023 and the construction phase was awarded $207,010 for FY 2025; and

WHEREAS, in 2022, the Village Commission accepted the $25,000 grant award for the design phase of the Short-Term Project; and

WHEREAS, the Village Commission desires to accept an appropriation of $207,010 (the "Grant") and approve the State-Funded Grant Agreement with the Florida

Department of Transportation and Miami-Dade County (the "Agreement"), in substantially the form attached hereto as Exhibit "A," to fund the construction phase of the Short-Term Project; and

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

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

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

Section 2. Grant Accepted. That the Village Commission hereby accepts the Grant.

Section 3. Approval. That the Village Commission hereby approves the Agreement, in substantially the form attached hereto as Exhibit "A."

Section 4. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute the Agreement, in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Agreement, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof as may be needed for the portion of the Project that is not covered by the Grant.

Section 5. Implementation. That the Village Commission authorizes the Village Manager to take such further action as may be necessary to implement the purpose and provisions of this Resolution and the Agreement, including the expenditure of budgeted funds.

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

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

Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____

Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

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STATE-FUNDED GRANT AGREEMENT
(CIGP – Municipality Letting)

FPN: 448629-1-54-01	Fund: CIGP	FLAIR Category: 088572
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 87 - Miami Dade	Contract No:	Vendor No: F596000388001

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), Miami- Dade ("County"), and North Bay Village , ("Recipient"). The Department, the County, and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)

   The County by Resolution or other form of official authorization, a copy of which is attached in **Exhibit "D"**, **County Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

   The Recipient by Resolution or other form of official authorization, a copy of which is attached in **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Assignment to Recipient:** The Department is willing to provide the County with financial assistance for the Project (as defined below) in accordance with Section 339.2817, Florida Statutes.

   The Recipient is a municipality located in the County and is eligible to request funding from the County under Section 339.2817, Florida Statutes, and the County has accepted the Recipient's request for funding for the Project.

   The County assigns all of its interests and obligations under this Agreement to the Recipient.

   The Recipient assumes all interests and obligations of the County under the Agreement.

   The Department consents to the assignment of this Agreement to the Recipient; provided, however, the Department's consent to this transfer will not constitute a waiver of the general prohibition against assignment contained in the Agreement as to further assignments.

   The County represents, and Recipient accepts, that there are no claims or demands against the Department arising out of or related to the performance under the Agreement prior to the effective date hereof. The County agrees that

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it has not performed any work under this Agreement prior the Assignment and County waives and releases any and all claims, including but not limited to claims for contractual compensation.

3. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in NORTH BAY VILLAGE - KENNEDY CAUSEWAY COMPLETE STREETS PROJECT, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

4. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by all Parties and the Recipient shall complete the Project on or before June 27, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

   Execution of this Agreement by all Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

5. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

6. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

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d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

7. Project Cost:

a. The estimated cost of the Project is $ 414,020.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

b. The Department agrees to participate in the Project cost up to the maximum amount of $ 207,010.00 and, additionally the Department's participation in the Project shall not exceed 50 % of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

c. The Department's participation in eligible Project costs is subject to, but not limited to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

8. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by all parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F" – Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

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f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, **Alternative Advance Payment Financial Provisions** is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

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j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

9. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is

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required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

10. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

11. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

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ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any

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deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

12. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

13. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

14. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

15. Indemnification and Insurance:

a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this

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Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify, defend, and hold harmless the Department , including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Recipient's sovereign immunity, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. This indemnification shall survive the termination of this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify, defend, and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity. Nor shall the same be construed to constitute agreement by Recipient's contractor/subconsultant to indemnify the Recipient for the negligent acts or omissions of the Recipient, its officers, agents, or employees, or for the acts of third parties. Nor shall the same be construed to constitute agreement by Recipient's contractor/subconsultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. This indemnification shall survive the termination of this Agreement."

b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision

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of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

16. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

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g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

17. Exhibits.

a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☒ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 17.a. through 17.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O – Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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STATE-FUNDED GRANT AGREEMENT
(CIGP – Municipality Letting)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT North Bay Village

DocuSigned by:
By: Ralph Rosado
6503614676E4493...
Name: Ralph Rosado
Title: Village Manager
Date: 05/07/2024 | 9:39 AM PDT

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____
Date: _____

COUNTY Miami-Dade County

By: _____
Name: _____
Title: _____
Date: _____

Department Legal Review:

By: _____
Name: _____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 448629-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

North Bay Village (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.92 miles, BMP 1.530, EMP 2.448

PROJECT DESCRIPTION: . The project involves the following short term improvements:
Five (5) bus shelter structures, and yield to pedestrian signs at the 4 major intersections on 79th Street in the Village, emphasizing safety for pedestrians. -Intersection Improvements - coloring and restriping intersections to give clearer pedestrian pathways and bring awareness to all road users of the crossroads.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by - N\A
b) Design to be completed by: July 30, 2024.
c) Right-of-Way requirements identified and provided to the Department by: July 30, 2023.
d) Right-of-Way to be certified by: July 30, 2024.
e) Construction contract to be let by: Nov 12, 2024.
f) Construction to be completed by: June 27, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
North Bay Village 1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAG, FL 33141	448629-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2025**	Maximum Department Participation (CIGP)	$414,020.00	$207,010.00	$207,010.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$414,020.00 %	$207,010.00 %	$207,010.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$414,020.00	$207,010.00	$207,010.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Jessica Beck-Galindo, MPA
District Grant Manager Name

Signature Date

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EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and North Bay Village

PROJECT DESCRIPTION:NORTH BAY VILLAGE - KENNEDY CAUSEWAY COMPLETE STREETS PROJECT

FPID#: 448629-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $207,010.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

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EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Lazaro Mesa at Lazaro.Mesa@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

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g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

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p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from 9:00AM - 3:30PM Weekdays and Weekends; 9:00PM - 5:30AM Sunday - Thursday Nights; 11:00PM - 7:00AM Friday and Saturday Night, ( ), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Tish Burgher
Communications Manager
Florida Department of Transportation, District Six
1000 NW 111 Avenue, Room 6134
Miami, FL 33172
O: 305-470-5277
C: 305-796-0784
Tish.Burgher@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

PROJECT NAME: NBV Complete Streets - Short Term Improvements
CONTRACT NO:
PROJECT NO:
PREPARED BY: BCC Engineering, LLC
DATE: 3/13/2024

ESTIMATE OF PROBABLE CONSTRUCTION COST (90%)

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
	DRAINAGE IMPROVEMENTS				
1	BUS SHELTER REPLACEMENT	EA	5	$62,000.00	$310,000.00
1	BUS SHELTER INSTALLATION	EA	1	$32,600.00	$32,600.00
2	REPLACE EXIST. CROSSWALK	SY	650	$145.00	$94,250.00
3	CROSSWALK STRIPING	LS	1	$10,000.00	$10,000.00
4	PROP. SIGN R10-15A	EA	11	$250.00	$2,750.00
A	**SUM OF ITEMS 1 THRU 4**	**SUBTOTAL**			**$449,600.00**
5	LANDSCAPE MITIGATION	Aggregate Sum	1	1%	$4,496.00
6	MOBILIZATION/DEMOBILIZATION	Aggregate Sum	1	5%	$22,480.00
7	MAINTENANCE OF TRAFFIC (MOT)	Aggregate Sum	1	2%	$8,992.00
8	BONDS & INSURANCE	Aggregate Sum	1	2%	$8,992.00
9	DEDICATED OWNER ALLOWANCE	Contingent Allowance	1	LS	$40,000.00
10	PERMIT FEES	Dedicated Allowance	1	LS	$10,000.00
B	**SUM OF ITEMS A & 5 THRU 10**			**TOTAL BID =**	***$544,560.00***

ITEM NO. 11.M

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: A Resolution Authorizing the Purchase of Two Replacement Solid Waste Trucks - Village Manager Ralph Rosado, Ph.D., AICP (Public Works Director Marlon Lobban; Chief Financial Officer Angela Atkinson)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT AND RELATED DOCUMENTS FOR THE FINANCING OF SANITATION TRUCKS; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the lease two (2) new 2024 Mack Sanitation Trucks along with a 5-year warranty and service/maintenance contract in the amount of $677,257.00.

BACKGROUND AND ANALYSIS

The proposed resolution seeks the Village Commission's consideration and approval to replace two solid waste trucks.

Solid Waste trucks that reach 7 years of age often encounter issues with the engine, transmission, and steel structure. It is advisable to replace these vehicles now to prevent further costly major repairs. The emission system for diesel engines is intricate and typically requires refurbishment. The steel structure of the chassis and body of the trash truck is prone to metal fatigue and rust due to the heavy loads they carry and the corrosive nature of refuse. The Operation Division of the Public Works Department recommends replacing the sanitation trucks due to reference factors. Continuing to use these vehicles beyond their recommended lifespan will lead to significant maintenance costs, repair downtime, and disruptions to daily collection operations.

The Village's current solid waste trucks are incurring escalating maintenance expenses, as expected for equipment of their age. Since the warranty expired at 5 years, repair and

maintenance costs have exceeded $45,000 in FY22 and $78,000 in FY23. Year to date, additional costs have surpassed $98,000, totaling over $200,000 in the last two years, equivalent to the cost of a new sanitation truck.

The Village secured cost proposals for two 2024 Mack Sanitation Trucks in January, estimated at $338,629 each. These estimates include a 5-year/300k mile engine warranty and a 5-year service contract for repairs and maintenance. The purchase of both trucks is estimated to cost the Village $677,257.00.

Approval of this item will promote the Pillar of Efficiency of the NBV 100 Plan.

Efficiency

The ability to minimize wasting materials, energy, efforts, money, and time in doing something or in producing a desired result. In a more general sense, it is the ability to do things well, successfully, and without waste.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
The purchase of both trucks is estimated to cost the Village $677,257.00.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Sanitation Trucks Purchase-Authorizing .DOCX
Exhibit A- Lease Quote 03896-North Bay Village.pdf
Exhibit B-Master Lease Agreement.pdf
Nextran Proposal Item 85 - Mack TE (1).pdf
Sanitation_Trucks_Expenses_Report_thru_3-31-24.pdf

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF TWO 2024 MACK SANITATION TRUCKS FROM THE BANCORP BANK, NATIONAL ASSOCIATION IN AN AMOUNT NOT TO EXCEED $677,257; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A MASTER LEASE AGREEMENT FOR THE SANITATION TRUCKS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village (the "Village") Public Works Department is responsible for commercial and multi-family waste pickup within the Village; and

WHEREAS, the Village has an immediate need for two (2) sanitation trucks to replace the Village's existing trucks which are beyond their recommended lifespan, have been experiencing mechanical issues leading to significant maintenance costs, have reached the end of their useful life, and will soon need to be decommissioned; and

WHEREAS, the Village requested cost proposals from The Bancorp Bank, National Association (the "Lessor") for two (2) 2024 Mack Sanitation Trucks (each a "Sanitation Truck" and collectively the "Sanitation Trucks"); and

WHEREAS, the Lessor has provided a cost estimate in an amount of $338,628.50 for each Sanitation Truck (the "Quote"), attached hereto as Exhibit "A," and has proposed a Master Lease Agreement for the purchase of the Sanitation Trucks (the "Lease"), attached hereto as Exhibit "B"; and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission desires to approve the purchase of the Sanitation Trucks in an amount not to exceed $677,257, consistent with the Quote attached hereto as Exhibit "A," and authorize the Village Manager to negotiate and execute the Lease with the Lessor, subject to approval by the Village Attorney as to form, content, and legal sufficiency; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the purchase of the Sanitation Trucks from the Lessor in an amount not to exceed $677,257, consistent with the Quote attached hereto as Exhibit "A".

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute the Lease with the Lessor, in substantially the form attached hereto as Exhibit "B," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

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

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

Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of May, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

February 14, 2024

North Bay Village

1666 Kennedy Causeway
North Bay Village, FL 33141

Open-End Lease

2024 Mack Sanitation Truck
Estimated purchase cost $338,628.50

	Monthly Term	Payment	Tax	Total		Termination Value
☐	48	$93,057.64	$0.00	$93,057.64	Annual	$1.00
☐	60	$6,589.95	$0.00	$6,589.95	Monthly	$1.00
☐	72	$5,661.64	$0.00	$5,661.64	Monthly	$1.00

Leasing quotes are based on current effective rates and manufacturer pricing for budgeting purposes only and are subject to change. Subject to credit approval.

Please contact Otneil Cruz at (321) 947-2550 or ocruz@thebancorp.com for additional information.

MASTER LEASE AGREEMENT
MUNICIPAL

The Bancorp Bank, National Association ("Lessor") with offices at 3755 Park Lake Street Orlando, FL 32803 and the undersigned

_____ ("Lessee")

with offices at _____ hereby agree as follows:

1. **Use of Lease.** Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. Lessor will deliver to Lessee a Schedule reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
2. **Lease Intended for Security.** This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, AS-IS AND WITH ALL FAULTS. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
3. **Payments.** The monthly payment shall be due on the tenth day of the month following delivery of the vehicle(s). Subsequent lease payments will be due on the (**10th**) of each succeeding month up to and including the month during which the term expires for the vehicle, Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of $25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
4. **Tax Consideration**. This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Florida, (the "State").
5. **Left blank intentionally.**
6. **Non-Appropriation.** If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peaceably surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
7. **Titling; Registration.** Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any titling or registering or re-titling or re-registering, as appropriate, is directed by Lessor.
8. **Other Duties Regarding Vehicles**. Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.
9. **Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder without the prior written consent of Lessor, and if Lessee receives notice of an assignment, Lessee will pay any

assigned amounts as directed in the notice. ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.

10. **Loss or Destruction**. Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the amortized depreciated value of the original value of the vehicle set forth in the Schedule and (c) sum of two (2) rent payments. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity**. Lessee will maintain physical damage insurance on the Vehicles. Lessee shall also provide liability insurance of at least $500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee can self-insure for physical damage coverage and liability up to the state limit. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement**. If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale, provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of $150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default**. If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies**. If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations**. Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notice as contemplated in this paragraph.
17. **General Provisions**. Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Florida law. Paragraph headings are for convenience only. Time is of the essence of this lease. **The parties waive any right to a jury trial in any related action. Any waiver must be in writing.**

18. **Bank-Qualified Tax Designation**. ☐ **Initial box if this paragraph applies.** Lessee certifies that Lessee and any subordinate entities does not expect to, and will not issue more than **$10,000,000** of obligations the interest on which is excludable from the gross income of the holder thereof for federal income tax purposes during any calendar year in which a vehicle is accepted under this lease. Lessee will designate the obligations undertaken pursuant to this lease with respect to all vehicles covered hereby as "qualified tax exempt obligations" within the meaning of §265 (b)(3)(D) of the Code. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having, available such treatment, including, without limitation, filing of an IRS Form 8038-G. If Lessor (a) loses the right to claim, does not have or does not claim (based upon the advice of the Lessor's tax counsel) such exclusion of interest or deductibility or (b) if there is disallowed, deferred or recaptured, in whole or in part, any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis in the absence of such advice) or (c) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting this lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an after tax amount which after payment of all taxes, interest and penalties required to be paid by Lessor, restores Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor will notify Lessee promptly thereof. Lessor agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion as to proceeding beyond the level of an auditing agent; and Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses to be incurred, including accountants' and attorneys' fees.

By signing below, Lessor and Lessee agree the terms of this lease will govern Lessor's financing of Lessee's acquisition of the vehicles.

Dated: _____

LESSEE	Signature _____
	Title _____
ADDRESS	Signature _____
	Title _____
Signature _____	
Title _____	
Signature _____	
Title _____	**LESSOR** The Bancorp Bank, National Association
Signature _____	Signature _____
Title _____	Title _____



FLORIDA SHERIFF'S ASSOCIATION BID SHEET

BID NUMBER: FSA23-VEH
CUSTOMER: NORTH BAY VILLAGE
ITEM NUMBER 85
DATE: 01-02
DESCRIPTION: MACK TE
BID NUMBER: FSA23-VEH

BASE PRICE:		$	175,311
PUBLISHED OPTIONS:			
20F46R	66,OOO# PACKAGE	$	1,975
FEPTO-PKG	FRONT PTO	$	728
2540412	Driver Controlled Differential lock - Inter wheel Differential Lock (Both Axles)	$	961
3180010	Battery Disconect Switch " Flaming River" with config. Light	$	88
FEPTO-PKG	pto cramkshaft adapter 1350 series flange	$	728
BBA-PK7		$	181
HLB-LED		$	362
5YR/300K	5 years engine and after treatment plan 2	$	4,120
UNPUBLISHED/OFF CONTRACT OPTIONS:			
SERVICE CONTRACT	300K MILES RECOMMENDED SERVICE AGREEMENT	$	10,860
ENGINE PACKAGE	MP7-355C MACK ENGINE 355 HP	$	-
TRANSMISSION	4500 RDS 6 SPEED ALLISON GEN.6	$	-
CHASSIS TOTAL:		$	195,314
BODY:			
LEACH 2R-III	REAR LOADER (SPECS ATTACHED, PLEASE REVIEW EVERY PAGE	$	136,490.00
5% FSA ALLOWMENT	FOR PREP AND DELIVERY	$	6,824.50
TOTAL DELIVERED:	PER UNIT	$	338,629
TOTAL ORDER X 2		$	677,257

SUBJECT TO MANUFACTURER SURCHARGES

Time Period	Beginning Balance	This Period	Total Ending	Outstanding Invoices	Final Total
01/01/22-12/31/22	$ 3,799.32	$ 41,413.85	$ 45,213.17		
01/01/23-12/31/23	$ 10,254.49	$ 68,274.20	$ 78,528.69		
01/01/24-03/31/24	$ 26,982.78	$ 27,207.14	$ 54,189.92		
NEXTRAN				$ 26,538.75	
HYDRAULIC				$ 18,100.00	
	$ 41,036.59	$ 136,895.19	$ 177,931.78	$ 44,638.75	$ 222,570.53

ITEM NO. 11.N

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Christian Molina, Legislative Aide

SPONSORED BY: Mayor Brent Latham

SUBJECT: **A Resolution Approving a Memorandum of Understanding with Football for Peace Foundation for Youth Sports Initiatives for the Village - *Sponsored by Mayor Brent Latham***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH FOOTBALL FOR PEACE FOUNDATION TO COLLABORATE ON YOUTH SPORTS INITIATIVES FOR THE VILLAGE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an MOU with Football for Peace Foundation for youth sports initiatives for the Village.

BACKGROUND AND ANALYSIS

The Village was approached by Football for Peace Foundation to partner on an event promoting unity and awareness about water-related issues through an initiative that combines sports, diplomacy, and social impact. The event is set for May 18, 2024 and will feature athletes, congressional representatives, and others. This is part of a larger initiative on which the Foundation would like to partner with the Village.

Football for Peace Foundation is a global sports diplomacy organization dedicated to tackling division and water scarcity through its Most Valuable Peacemaker (MVP) Challenge.

The Village seeks to establish an MOU with the Foundation on matters related to the event on May 18, 2024 as well as supporting the Foundation on partnerships and fundraising for the duration of the agreement. As part of the agreement, the Foundation will make a $10,000 contribution to the Village, which may be used by the Village in whole or in part for the costs associated with the event.

It is recommended that the Village Commission approved the Memorandum of Understanding for youth sports initiatives.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
The Foundation will make a $10,000 contribution to the Village, which may be used by the Village in whole or in part for the costs associated with the event.Â

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving MOU Football for Peace.pdf
MOU-NBV_Football_For_Peace_-.DOCX

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH FOOTBALL FOR PEACE FOUNDATION TO COLLABORATE ON YOUTH SPORTS INITIATIVES FOR THE VILLAGE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") wishes to promote unity and awareness about water-related issues through an initiative that combines sports, diplomacy, and social impact, including raising funds for the Village's youth sports initiatives (the "Initiative"); and

WHEREAS, Football for Peace Foundation (the "Foundation") is a global sports diplomacy organization dedicated to tackling division and water scarcity through its Most Valuable Peacemaker Challenge (the "MVP Program"); and

WHEREAS, the Village desires to collaborate with the Foundation for the Initiative, including to launch the Initiative during an event to be held on May 18, 2024; and

WHEREAS, the Village Commission desires to approve a Memorandum of Understanding (the "MOU") with the Foundation for the Initiative, and authorize the Village Manager to negotiate and execute the MOU with the Foundation; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the MOU with the Foundation for the Initiative in substantially the form attached as Exhibit "A."

Section 3. Authorization. That the Village Commission authorizes the Village Manager to negotiate and execute the MOU with the Foundation, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form,

content, and legal sufficiency, and to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

NORTH BAY VILLAGE

AND

FOOTBALL FOR PEACE

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into this ___ day of May 2024, by and between **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation ("the Village"), and **FOOTBALL FOR PEACE FOUNDATION**, a 501c3 registered in Delaware (the "Foundation"). The Village and Foundation shall each hereinafter be referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Foundation is a global sports diplomacy organization dedicated to tackling division and water scarcity through its Most Valuable Peacemaker Challenge (the "MVP Program"); and

WHEREAS, the Village desires to collaborate on initiatives with the Foundation that combine sports, diplomacy, and social impact by promoting unity and raising awareness about water-related issues (the "Initiative"), as further set forth in the Scope attached hereto as Exhibit "A" (the "Scope"); and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Foundation agree as follows:

TERMS

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

2. Scope of Services.

2.1. The scope of work and responsibilities of the Village and the Foundation are as set forth in the Scope attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

2.2. Foundation shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

3. Term/Commencement Date.

3.1. The term of this Agreement shall be from the Effective Date through September 30, 2024, unless earlier terminated in accordance with Paragraph 8.

3.2. Foundation agrees that time is of the essence and Foundation shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

4. Compensation and Payment; Costs.

4.1. Foundation shall be compensated $0 in relation to this Agreement and the Initiative. The Foundation shall be responsible for any and all costs associated with the performance of this Agreement and the Initiative, unless otherwise agreed to in writing and approved by the Village Manager.

5. Subconsultants.

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

5.2. Foundation may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

6. Foundation's Responsibilities; Representations and Warranties.

6.1. The Foundation shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Foundation's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Foundation shall at Foundation's sole expense, immediately correct its Deliverables or Services.

6.2. The Foundation hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Foundation further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Foundation represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Foundation have been duly authorized, and this Agreement is binding on Foundation and enforceable against Foundation in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Termination.

7.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Foundation, or immediately with cause.

7.2. Upon receipt of the Village's written notice of termination, Foundation shall immediately stop work on the project unless directed otherwise by the Village Manager.

7.3. In the event of termination by the Village, the Foundation shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Foundation has first complied with the provisions of Paragraph 8.4.

7.4. The Foundation shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

8. Insurance.

8.1. Foundation shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Foundation's insurance and shall not contribute to the Foundation's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

8.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Foundation. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

8.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Foundation shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Foundation must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.
Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:
https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

8.1.3. 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 Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

8.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the Village shall select this box: ☐.

8.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. 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 Foundation shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, 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 Agreement and shall state that such insurance is as required by this Agreement. 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 Services, 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.

8.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Foundation in performance of this Agreement. The Foundation'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 Foundation's insurance. The Foundation'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.

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

8.5. The provisions of this section shall survive termination of this Agreement.

9. Nondiscrimination. During the term of this Agreement, Foundation shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

10. Attorneys Fees and Waiver of Jury Trial.

10.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and

expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

11. Indemnification.

11.1. Foundation shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Foundation's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Foundation and third parties made pursuant to this Agreement. Foundation shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Foundation's performance or non-performance of this Agreement.

11.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

11.3. The provisions of this section shall survive termination of this Agreement.

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

13. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

14. Entire Agreement/Modification/Amendment.

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

14.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15. Ownership and Access to Records and Audits.

15.1. Foundation acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information,

and all similar or related information (whether patentable or not) which relate to the Services which are conceived, developed or made by Foundation during the term of this Agreement ("Work Product") belong to the Village. Foundation shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

15.2. Foundation agrees to keep and maintain public records in Foundation's possession or control in connection with Foundation's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Foundation involving transactions related to this Agreement. Foundation additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Foundation shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

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

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

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

15.6. Any compensation due to Foundation shall be withheld until all records are received as provided herein.

15.7. Foundation's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

15.8. <u>Notice Pursuant to Section 119.0701(2)(a), Florida Statutes</u>. IF THE FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FOUNDATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN

OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

16. **Nonassignability.** This Agreement shall not be assignable by Foundation unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Foundation, and such firm's familiarity with the Village's area, circumstances and desires.

17. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.** The Foundation and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. **Compliance with Laws.** The Foundation shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

20. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

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

22. **Prohibition of Contingency Fees.** The Foundation warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Foundation, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Foundation, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

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

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

26. **Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

27. **Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Foundation that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

28. **Background Checks.** Prior to the execution of this Agreement, the Foundation shall furnish the Village with a copy of a screening and background check, including a criminal background check for Foundation, its officials, agents, employees or subcontractors providing Services under this Agreement. The Foundation shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Foundation shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Village Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: ☐.

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

    29.1. First Priority: Base Agreement;

    29.2. Second Priority: Exhibit A – Scope

[Remainder of page intentionally left blank. Signature pages follow.]

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

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: Dr. Ralph Rosado, Ph.D., AICP
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

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

FOOTBALL FOR PEACE FOUNDATION

By: _____

Name: _____

Title: _____

Entity: _____

Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

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

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

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

EXHIBIT "A"
SCOPE

A. Scope of Initiative

1. The Village desires to collaborate on an initiative with the Foundation that combines sports, diplomacy, and social impact by promoting unity and raising awareness about water-related issues (the "Initiative").

2. The Parties will launch or inaugurate the Initiative during an event on May 18, 2024 (the "Event").

3. The Village Manager or designee is authorized to work collaboratively with the Foundation to further the purposes of the Initiative and the Event.

B. Village's Responsibilities

1. The Village will host the Event, as further detailed in the invitation attached hereto as Exhibit "A1."

2. The Village will make best efforts to provide a location for a barge to be used by the Foundation in hosting a soccer pitch for a unique MVP program.

3. The Village will invite youth from across South Florida to participate in the Event and/or Program.

4. The Village will host and support the Foundation on partnerships and fundraising for the Initiative.

5. Upon Foundation's request, Village shall reasonably cooperate in arranging access to public information that may be required for Foundation to perform the Services.

C. Foundation's Responsibilities

1. Foundation will invite the Village as a strategist host partner to the global water peace match.

2. Foundation will host a waterside chat with Javier Mascherano, other athletes, congressional representatives, and NBV Mayor Brent Latham.

3. Foundation will make a $10,000 contribution to the Village for the Initiative,

which funds may be used by the Village in whole or in part for the costs associated with the May 18, 2024 Event.

4. The Foundation will assist the Village with fundraising efforts for the Village's youth sports initiatives.

ITEM NO. 11.O

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Leo Cosio,

SPONSORED BY:

SUBJECT: A Resolution Amending an Agreement with Soccer for Peace DBA Futbol Con Corazon (FCC USA) in the Amount of $15,840 for Soccer Programming Services - Ralph Rosado, Ph.D., AICP

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED AGREEMENT WITH SOCCER FOR PEACE FOUNDATION, INC. D/B/A FUTBOL CON CORAZON (FCC USA) FOR AFTER SCHOOL CARE AND YOUTH MENTORSHIP INITIATIVES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an amendment to Soccer for Peace Foundation agreement for after school care and youth mentorship initiatives.

BACKGROUND AND ANALYSIS

The proposed resolution is to take corrective action relating to an agreement with Futbol con Corazon (FCC USA) approved at the January 16, 2024, Regular Commission Meeting.

While the total approved amount by the Village Commission remains unchanged at $15,840, adjustments are being made to the agreement's term length. Specifically, the duration is being shortened from 12 months to 9 months, ending on September 30, 2024. The monthly payment to FCC USA will increase from $1,320 to $1,760 per month to accommodate this revised timeline.

It is recommended that the Village Commission approve the proposed revision to Futbol con Corazon (FCC USA).

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Professional Services 001.19.519.3160

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Soccer for Peace-FCC Futbol .docx
Exhibit A- FCC Futbol Amended Program Provider Agreement.DOCX

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED AGREEMENT WITH SOCCER FOR PEACE FOUNDATION, INC. D/B/A FUTBOL CON CORAZON (FCC USA) FOR AFTER SCHOOL CARE AND YOUTH MENTORSHIP INITIATIVES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 16, 2024, the North Bay Village (the "Village") Commission adopted Resolution No. 2024-003 approving and authorizing an agreement with Soccer for Peace Foundation, Inc. d/b/a Futbol Con Corazon, LLC (the "Provider") for the Village's afterschool care and youth mentorship initiatives (the "Agreement") in an amount not to exceed $15,840 through December 31, 2024 (the "Term"), including the option to renew for two (2) additional one-year periods in an amount not to exceed budgeted funds; and

WHEREAS, the Village and Provider entered into the Agreement on January 31, 2024, and subsequently identified that the Term of the Agreement conflicted with the intent of the parties, which in turn resulted in an error in the monthly compensation; and

WHEREAS, the Village and Provider wish to amend the Agreement to provide for an initial nine-month Term ending on September 30, 2024 (instead of a twelve-month term ending December 31, 2024) and for compensation in the amount of $1,760 monthly during the initial Term (instead of $1,320 monthly), as further set forth in the Amended and Restated Agreement attached hereto as Exhibit "A" (the "Amended Agreement"); and

WHEREAS, the Village Commission desires to approve the Amended Agreement, in substantially the form attached hereto as Exhibit "A", and authorize the Village Manager to execute the Amended Agreement; and

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

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

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

Section 2. Approval; Authorization; Amended Agreement. That the Village Commission hereby approves the Amended Agreement and authorizes the Village Manager to execute the Amended Agreement with the Provider in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

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

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

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

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

AMENDED AND RESTATED AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

SOCCER FOR PEACE FOUNDATION, INC.

THIS AMENDED AND RESTATED AGREEMENT[1] (this "Agreement") is made effective as of the _____ day of _____, 2024 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **SOCCER FOR PEACE FOUNDATION, INC.**, a Florida not for -profit corporation, doing business as **FUTBOL CON CORAZON (FCC USA)** (hereinafter, the "Consultant").

WHEREAS, the Village requires recreation services that integrate mental health support, emotional wellness practices, financial education, leadership training, advocacy skills, and workforce development to provide holistic personal growth and societal well-being to the children and youth in the community (the "Program"); and

WHEREAS, the Village received an Out-of-School Time ("OST") Youth Mentoring Grant (the "Grant") from the National Recreation and Park Association ("NRPA") for the Program; and

WHEREAS, the Consultant will perform services on behalf of the Village for the Program, all as further set forth in the Proposal, attached hereto as Exhibit "A" (the "Services"); and

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

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Consultant agree as follows:

1. Scope of Services.

1.1. Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Scope of Services"). In performing the Services, Consultant agrees to comply with the requirements set

[1] This Amended and Restated Agreement is intended to correct and clarify: (1) the initial term of the agreement as being from the Effective Date through the end of the Village's fiscal year, September 30, 2024; and (2) that the compensation to be paid during the initial term is $1,760 per month. The compensation to be paid during any renewal terms shall not exceed budgeted funds, which is anticipated to be based on grant funding, which may vary from year to year.

forth in the Grant Agreement (15PJDP-22-GG-03844-MENT) between the Village and NRPA for the Program, attached hereto as Exhibit "B" (the "Grant Agreement"), the terms of which are incorporated herein by reference.

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through ~~December 31, 2024, thereafter~~ September 30, 2024, unless earlier terminated in accordance with Paragraph 8 (the "Term"). Additionally, the Village Manager may renew this Agreement for two additional one-year periods (each a "Renewal Term) on the same terms as set forth herein upon written notice to the Consultant.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a flat rate in the amount of ~~$1,320.00~~ $1,760.00 per month, for a total amount not to exceed $15,840.00 during the Term. Compensation for any Renewal Term shall be in an amount not to exceed budgeted funds.

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

4. Subconsultants.

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

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

9.1.3. 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 Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the Village shall select this box: ☐.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. 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 Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, 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 Agreement and shall state that such insurance is as required by this Agreement. 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 Services, 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.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant'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 Consultant's insurance. The Consultant'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.

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

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

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

14. **Governing Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

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

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

16.3. Upon request from the Village's custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records

to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

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

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

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

17. Nonassignability. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

18. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms

of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

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

23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

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

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

affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

27. **Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

28. **Most Favored Nation.** If during the term of this Agreement, Consultant enters into an agreement with another municipality or county ("Other Governmental Entity"), the terms of which agreement include more favorable terms with the Other Governmental Entity than this Agreement, then upon written request of the Village, Consultant shall negotiate and enter into a new agreement with the Village which shall include the more favorable compensation terms extended to the Other Governmental Entity. Consultant shall notify the Village within 30 days if it enters into an agreement with an Other Governmental Entity that has more favorable terms than this Agreement and the Village shall have the right to receive the more favorable terms immediately.

29. **Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Consultant that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

30. **Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this Agreement. The Consultant shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Village Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: ☒.

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

    31.1. First Priority: Base Agreement;

31.2. Second Priority: Grant Agreement;

31.3. Third Priority: Exhibit A – Scope of Services.

[Remainder of page intentionally left blank. Signature pages follow.]

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

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: Dr. Ralph Rosado, Ph.D., AICP
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

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

SOCCER FOR PEACE FOUNDATION, INC., a Florida not for profit corporation, doing business as FUTBOL CON CORAZON (FCC USA

By: _____

Name: _____

Title: _____

Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.

Addresses for Notice:
3323 NE 163rd Street
Suite 600
Miami, FL 33160
786-445-1544 (telephone)
danielle@fcc.futbol (email)

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

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____

Signed, sealed and delivered by:

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

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

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

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal, attached hereto and incorporated herein by reference.

ITEM NO. 11.P

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Angela Atkinson, Chief Financial Officer

SPONSORED BY:

SUBJECT: **A Resolution Approving Budget Amendments to Allocate Funds for Donations, Soccer Revenues, Insurance & Grant Proceeds – *Village Manager Ralph Rosado, Ph.D., AICP (Chief Financial Officer Angela Atkinson)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO RECOGNIZE SOCCER REVENUES, RECOGNIZE INSURANCE PROCEEDS, ALLOCATE DONATIONS RECEIVED AT THE MIAMI FOUNDATION, AND RECOGNIZE COUNTY CULTURAL ART GRANT REVENUES FOR HALLOWEEN AND WINTER WONDERLAND 2023 EVENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the budget amendment to allocate funding for donations, soccer revenues, and grant proceeds.

BACKGROUND AND ANALYSIS

Pursuant to the applicable Village Code, Section §35.21, Village Staff is requesting budget amendments to allocate funds donated for Soccer and to recognize Soccer Revenues, Insurance and Grant Proceeds.

- Exhibit A - Recognize the Village's share of Competitive Soccer Fees for October 2023 through April 2024.
- Exhibit B - Recognize the Insurance proceeds from the February 4, 2024, storm claim at Vogel Park.

- Exhibit C - Allocating the Donations received at the Miami Foundation, includes Give Miami Day & Donor (restricted uses).
- Exhibit D - Recognize the Cultural Art Grant revenue from Miami-Dade County, received for the Halloween & Winter Wonderland 2023 Events.

Approval of this item will help to make North Bay Village safer and more transparent; as such, it promotes the pillar of Efficiency.

Efficiency North Bay Village seeks to minimize the wasting of materials, energy, efforts, money, and time in doing something or in producing a desired result.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Please see attached detail.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution BA - Soccer Donations-Revs-Ins. Proceeds.DOCX
Exhibit A -Budget Amendment - Soccer Fees FY23-24.pdf
Exhibit B - Budget Amendment - FMIT Insurance Claim.pdf
Exhibit C - Budget Amendment - Miami Foundation Donations.pdf
Exhibit D - Budget Amendment - Cultural Arts Grant.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 TO RECOGNIZE SOCCER REVENUES, RECOGNIZE INSURANCE PROCEEDS, ALLOCATE DONATIONS RECEIVED AT THE MIAMI FOUNDATION, AND RECOGNIZE COUNTY CULTURAL ART GRANT REVENUES FOR HALLOWEEN AND WINTER WONDERLAND 2023 EVENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28, 2023, the North Bay Village (the "Village") Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the "Budget"); and

WHEREAS, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this resolution by authorizing the line item transfers as further provided in Exhibits "A" through "D" attached hereto and incorporated herein; and

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

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

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

Section 2. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibits "A" through "D" attached hereto and incorporated herein.

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

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

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

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Budget Amendment Form

Department:	Recreation & Human Services	Date:	5/14/2024
Fund(s) to be changed: General Fund			

GL Account	GL Line Item	Description	Transfer to:	Transfer from:
001.00.347.3470	Competitive Soccer League Fees	Village Share Oct 23		$ 1,693.75
001.00.347.3470	Competitive Soccer League Fees	Village Share Nov 23		$ 1,025.00
001.00.347.3470	Competitive Soccer League Fees	Village Share Dec 23		$ 262.50
001.00.347.3470	Competitive Soccer League Fees	Village Share Jan 24		$ 2,812.50
001.00.347.3470	Competitive Soccer League Fees	Village Share Feb 24		$ 400.00
001.00.347.3470	Competitive Soccer League Fees	Village Share Mar 24		$ 68.75
001.00.347.3470	Competitive Soccer League Fees	Village Share Apr 24		$ 2,968.75
001.72.572.5464	Community Events - Soccer		$ 9,231.25	
TOTAL (Columns must be equal)			**$ 9,231.25**	**$ 9,231.25**

Description:

Recognize the Village Share of Competitive Soccer League Fees from October 2023 - April 2024 and increase the Community Events - Soccer Expenditure line.

Competitive Soccer League Fees FY23-24

		Village Share	Creece	Total
October	**2023**	1,693.75	4,631.25	6,325.00
November	**2023**	1,025.00	2,475.00	3,500.00
December	**2023**	262.50	787.50	1,050.00
January	**2024**	2,812.50	6,787.50	9,600.00
February	**2024**	400.00	1,200.00	1,600.00
March	**2024**	68.75	206.25	275.00
April	**2024**	2,968.75	7,806.25	10,775.00
		$ 9,231.25	$ 23,893.75	$ 33,125.00

Budget Amendment Form

Department: General	Date: 5/14/2024
Fund(s) to be changed: General Fund	

GL Account	GL Line Item	Transfer to:	Transfer from:
001.19.519.9000	Contingency	$ 21,016.80	
001.19.519.4602	Repairs & Maintenance Building	$ 3,425.00	
001.21.521.1400	Overtime	$ 1,579.37	
001.16.516.6410	Office & Operational Equipment	$ 1,255.20	
001.00.369.3690	Reimbursement- Insurance Claims		$ 1,255.20
001.00.369.3690	Reimbursement- Insurance Claims		$ 3,425.00
001.00.369.3690	Reimbursement- Insurance Claims		$ 21,016.80
001.00.369.3690	Reimbursement- Insurance Claims		$ 1,579.37
TOTAL (Columns must be equal)		**$ 27,276.37**	**$ 27,276.37**

Description:

Record the FMIT reimbursements from the Claim dated: 2/4/24 at Vogel Park minus depreciation and deductible.

FMIT

FLORIDA MUNICIPAL INSURANCE TRUST

Protecting the Communities We Call Home.

2/22/2024

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

MEMBER:	**North Bay Village**
CLAIM NUMBER:	**GC2024114750**
DATE OF LOSS:	**02/04/2024**
LOCATION # - DESCRIPTION:	**010007 - Playground Equipment**

Dear Evelyn Herbello,

As administrators of the Florida Municipal Insurance Trust (FMIT), the Florida League of Cities, Inc. appreciates the opportunity to be of service to you, and we hope that we have thoroughly met your needs throughout this claims process.

I have completed the investigation of your claim and would like to take this opportunity to explain the basis for FMIT's Claim Payment on the claim, which will soon be mailed to you separately.

FMIT's Property Policy is based upon Replacement Cost Valuation ("RCV") basis, meaning the cost to return your asset to like kind/condition (with some exclusions that are listed specifically in your FMIT policy). The payment described in this letter is an initial payment that will provide your organization with monies to begin repair and/or replacement of the damaged asset. It is based upon the Actual Cash Value ("ACV") of damages, which is calculated as the RCV minus the applicable deductible, any recoverable and non-recoverable depreciation, and coinsurance (if applicable). ACV payments are the industry standard for initial payments.

Once you have completed the repair/replacement of the asset listed in this letter, you will submit the final costs for the repair/replacement via email to me with a copy to propclaim@flcities.com. In order to expedite our review, **please send one email per Claim and enter the Claim Number listed above in the Subject line of the email.** We will review the information to ensure that costs are limited to the correct asset and applicable to the scopes of damage identified in the estimate attached to this letter. If there are no issues, I will send an RCV payment to account for all covered costs in excess of this initial ACV Payment. If I have additional questions, I will contact you to discuss further.

The next page will contain the Payment calculations and further descriptions of how the calculations were applied to your claim.

P.O. Box 530065
Orlando, Florida 32853-0065

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Fax: (407) 425-9378

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2/22/2024

Claim Payment Calculation (after applicable coinsurance, depreciation, deductible)

In order to determine the amount payable by FMIT, I used a standard claim calculation that begins with the Total Estimated Damages, then subtracts any Applicable Coinsurance Penalty, Applicable Recoverable and/or Non-Recoverable Depreciation, the Deductible, and any Previous Payments issued. Below are the calculations that I used to determine the Net Claim Payment amount by FMIT on your claim.

$27,521.00	Total Estimated Damages
$0.00	Less Applicable Non-Recoverable Depreciation
$5,504.20	Less Applicable Recoverable Depreciation
$1,000.00	Less Applicable Deductible
$0.00	Less Previous Payment
$0.00	Less Amount Over Limit
$21,016.80	Current Net Claim Payment Amount

If Recoverable Depreciation has been deducted in the above Net Claim Payment calculation, but does not exceed the Total Estimated Damages amount, the Recoverable Depreciation, and possibly additional costs, will be paid once you provide us with documentation indicating the costs involved with repairing/ replacing the asset. If Non-Recoverable Depreciation has been deducted in the above Net Claim Payment calculation, that amount is not eligible for reimbursement.

If you have any questions or concerns about your claim, please feel free to contact me, either by phone or by email, at your convenience.

We appreciate your continued participation as a Member of FMIT and hope to continue serving you in the years to come.

Respectfully,

Levi Holmstrom

Levi Holmstrom
Claims Representative
Property & Liability Claims

Florida League of Cities
Post Office Box 538135
Orlando, FL 32853-8135

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2/22/2024

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

MEMBER:	**North Bay Village**
CLAIM NUMBER:	**GC2024114752**
DATE OF LOSS:	**02/04/2024**
LOCATION # - DESCRIPTION:	**NSP001 - 010NSP: Camera Pole / Conduits / Timers**

Dear Evelyn Herbello,

As administrators of the Florida Municipal Insurance Trust (FMIT), the Florida League of Cities, Inc. appreciates the opportunity to be of service to you, and we hope that we have thoroughly met your needs throughout this claims process.

I have completed the investigation of your claim and would like to take this opportunity to explain the basis for FMIT's Claim Payment on the claim, which will soon be mailed to you separately.

FMIT's Property Policy is based upon Replacement Cost Valuation ("RCV") basis, meaning the cost to return your asset to like kind/condition (with some exclusions that are listed specifically in your FMIT policy). The payment described in this letter is a final payment that is based upon cost information we received from you/your organization. You may or may not have received a partial ACV payment for this claim. If you have not received an initial ACV payment, this letter will serve as the only payment for the claim.

This payment is based upon the Replacement Cost Value of damages, which is calculated as the adjusted RCV (based upon cost information) minus any remaining deductible, non-recoverable depreciation, and coinsurance (if applicable). If you received an ACV payment, the deductible was likely applied at that time and will not be applied to this payment.

The next page will contain the final net Claim Payment calculations as well as further descriptions of how the calculations were applied to your claim.

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2/22/2024

Claim Payment Calculation (after applicable coinsurance, depreciation, deductible)

In order to determine the amount payable by FMIT, I used a standard claim calculation that begins with the Total Estimated Damages, then subtracts any Applicable Coinsurance Penalty, Applicable Recoverable and/or Non-Recoverable Depreciation, the Deductible, and any Previous Payments issued. Below are the calculations that I used to determine the Net Claim Payment amount by FMIT on your claim.

$3,425.00	Total Estimated Damages
$0.00	Less Applicable Non-Recoverable Depreciation
$0.00	Less Applicable Recoverable Depreciation
$0.00	Less Applicable Deductible
$0.00	Less Previous Payment
$0.00	Less Amount Over Limit
$3,425.00	Current Net Claim Payment Amount

If Recoverable Depreciation has been deducted in the above Net Claim Payment calculation, but does not exceed the Total Estimated Damages amount, the Recoverable Depreciation, and possibly additional costs, will be paid once you provide us with documentation indicating the costs involved with repairing/ replacing the asset. If Non-Recoverable Depreciation has been deducted in the above Net Claim Payment calculation, that amount is not eligible for reimbursement.

If you have any questions or concerns about your claim, please feel free to contact me, either by phone or by email, at your convenience.

We appreciate your continued participation as a Member of FMIT and hope to continue serving you in the years to come.

Respectfully,

Levi Holmstrom

Levi Holmstrom
Claims Representative
Property & Liability Claims

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2/27/2024

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

MEMBER:	**North Bay Village**
CLAIM NUMBER:	**GC2024114750**
DATE OF LOSS:	**02/04/2024**
LOCATION # - DESCRIPTION:	**010007 - Playground Equipment**

Dear Evelyn Herbello,

As administrators of the Florida Municipal Insurance Trust (FMIT), the Florida League of Cities, Inc. appreciates the opportunity to be of service to you, and we hope that we have thoroughly met your needs throughout this claims process.

I have completed the investigation of your claim and would like to take this opportunity to explain the basis for FMIT's Claim Payment on the claim, which will soon be mailed to you separately.

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Once you have completed the repair/replacement of the asset listed in this letter, you will submit the final costs for the repair/replacement via email to me with a copy to propclaim@flcities.com. In order to expedite our review, **please send one email per Claim and enter the Claim Number listed above in the Subject line of the email.** We will review the information to ensure that costs are limited to the correct asset and applicable to the scopes of damage identified in the estimate attached to this letter. If there are no issues, I will send an RCV payment to account for all covered costs in excess of this initial ACV Payment. If I have additional questions, I will contact you to discuss further.

The next page will contain the Payment calculations and further descriptions of how the calculations were applied to your claim.

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2/27/2024

Claim Payment Calculation (after applicable coinsurance, depreciation, deductible)

In order to determine the amount payable by FMIT, I used a standard claim calculation that begins with the Total Estimated Damages, then subtracts any Applicable Coinsurance Penalty, Applicable Recoverable and/or Non-Recoverable Depreciation, the Deductible, and any Previous Payments issued. Below are the calculations that I used to determine the Net Claim Payment amount by FMIT on your claim.

$29,100.37	Total Estimated Damages
$0.00	Less Applicable Non-Recoverable Depreciation
$5,504.20	Less Applicable Recoverable Depreciation
$1,000.00	Less Applicable Deductible
$21,016.80	Less Previous Payment
$0.00	Less Amount Over Limit
$1,579.37	Current Net Claim Payment Amount

If Recoverable Depreciation has been deducted in the above Net Claim Payment calculation, but does not exceed the Total Estimated Damages amount, the Recoverable Depreciation, and possibly additional costs, will be paid once you provide us with documentation indicating the costs involved with repairing/ replacing the asset. If Non-Recoverable Depreciation has been deducted in the above Net Claim Payment calculation, that amount is not eligible for reimbursement.

If you have any questions or concerns about your claim, please feel free to contact me, either by phone or by email, at your convenience.

We appreciate your continued participation as a Member of FMIT and hope to continue serving you in the years to come.

Respectfully,

Levi Holmstrom

Levi Holmstrom
Claims Representative
Property & Liability Claims

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3/14/2024

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

MEMBER:	**North Bay Village**
CLAIM NUMBER:	**GC2024114752**
DATE OF LOSS:	**02/04/2024**
LOCATION # - DESCRIPTION:	**NSP001 - 010NSP: Camera Pole / Conduits / Timers**

Dear Evelyn Herbello,

As administrators of the Florida Municipal Insurance Trust (FMIT), the Florida League of Cities, Inc. appreciates the opportunity to be of service to you, and we hope that we have thoroughly met your needs throughout this claims process.

I have completed the investigation of your claim and would like to take this opportunity to explain the basis for FMIT's Claim Payment on the claim, which will soon be mailed to you separately.

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3/14/2024

Claim Payment Calculation (after applicable coinsurance, depreciation, deductible)
In order to determine the amount payable by FMIT, I used a standard claim calculation that begins with the Total Estimated Damages, then subtracts any Applicable Coinsurance Penalty, Applicable Recoverable and/or Non-Recoverable Depreciation, the Deductible, and any Previous Payments issued. Below are the calculations that I used to determine the Net Claim Payment amount by FMIT on your claim.

$4,994.00	Total Estimated Damages
$0.00	Less Applicable Non-Recoverable Depreciation
$313.80	Less Applicable Recoverable Depreciation
$0.00	Less Applicable Deductible
$3,425.00	Less Previous Payment
$0.00	Less Amount Over Limit
$1,255.20	Current Net Claim Payment Amount

If Recoverable Depreciation has been deducted in the above Net Claim Payment calculation, but does not exceed the Total Estimated Damages amount, the Recoverable Depreciation, and possibly additional costs, will be paid once you provide us with documentation indicating the costs involved with repairing/ replacing the asset. If Non-Recoverable Depreciation has been deducted in the above Net Claim Payment calculation, that amount is not eligible for reimbursement.

If you have any questions or concerns about your claim, please feel free to contact me, either by phone or by email, at your convenience.

We appreciate your continued participation as a Member of FMIT and hope to continue serving you in the years to come.

Respectfully,

Levi Holmstrom

Levi Holmstrom
Claims Representative
Property & Liability Claims

Florida League of Cities
Post Office Box 538135
Orlando, FL 32853-8135

Budget Amendment Form

Department:	**Recreation & Human Services**	**Date:**	**5/14/2024**
Fund(s) to be changed: General Fund			

GL Account	GL Line Item	Description	Transfer to:	Transfer from:
001.72.572.5456	Community Special Events - Sports	Give Miami Day 2023 - Soccer Lights	$ 3,147.74	
001.00.366.3663	Contributions & Donations	Give Miami Day 2023 - Soccer Lights		$ 3,147.74
001.72.572.5464	Community Events - Soccer	Miami Foundation - Soccer Trip	$ 2,000.00	
001.00.366.3663	Contributions & Donations	Miami Foundation - Soccer Trip		$ 2,000.00
TOTAL (Columns must be equal)			**$ 5,147.74**	**$ 5,147.74**

Description:

Recognize the Donations made through the Miami Foundation - Give Miami Day 2023 (Soccer Lights) $3,147.74 and $2,000 donor donation made for the kids soccer game.

Budget Amendment Form

Department:	**Recreation & Human Services**	**Date:**	**5/14/2024**
Fund(s) to be changed: General Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
001.72.572.3151	Community Special Events	$ 6,320.00	
001.00.389.3370	County Grant		$ 6,320.00
TOTAL (Columns must be equal)		**$ 6,320.00**	**$ 6,320.00**

Description:

Record the Cultural Arts Grant from Miami-Dade County received for the Halloween and Winter Wonderland 2023 events.

ITEM NO. 11.Q

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Mayor Brent Latham

SUBJECT: **A Resolution Approving Revised Development & Construction and Operations & Management Agreements with the Asociacion de Futbol Argentino for the North Bay Village Galleon Street Property - *Sponsored by Mayor Brent Latham***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REVISED FIRST AMENDED AND RESTATED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT AND A REVISED FIRST AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT WITH THE ASOCIACIÓN DEL FÚTBOL ARGENTINO (AFA) (ALSO KNOWN AS THE ARGENTINE FOOTBALL ASSOCIATION) RELATING TO THE DEVELOPMENT AND OPERATION OF A COMMUNITY CENTER, SPORTS COURTS, AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 1851 GALLEON STREET; APPROVING A REVISED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT WITH AFA RELATING TO THE DEVELOPMENT OF FIELDS AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 7540 EAST TREASURE DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the revised development and construction management agreement for Asociacion Del Futbol Agentino (AFA).

BACKGROUND AND ANALYSIS

At the February 13, 2024, North Bay Village ("NBV") Village Commission Meeting, the Village Commission authorized entering into the "AFA Agreements," four agreements between NBV and the Asociacion de Futbol Argentino ("AFA") covering:

- Development/construction of amenities at Treasure Island Elementary School ("TIES") and the Village's adjacent Galleon Street property

- Operations/maintenance at both of the above sites, once development/construction was complete.

A memorandum from February 13, 2024, accompanying this item, summarizes the nature and history of the project prior to that date.

More recently, AFA has modified the design of the proposed Galleon Street Community Center and site plan into what many have argued is a more attractive, community-serving design that also includes a rooftop terrace that can be used for public events as well as regular entertainment. This item then includes:
- modified agreements capturing the change in design
- a summary spreadsheet reflecting the design changes
- a modified site plan

The Village Commission is asked to adopt the revised agreements. Assuming that these amended agreements are approved, the amended site plan will be approved administratively, without further hearings, as authorized by the Village's Unified Land Development Code.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
As explained in the Background & Analysis Section.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Memo - AFA Agreements 20240213.pdf
2023 MDCPS-NBV JUA.pdf
NBV-AFA_Revised_Site_Plan...pdf
Galleon Street Community Center Design Modifications.pdf
Reso Revises Develop. Agreements for Galleon-TIES.DOCX
Exhibit A - Development Agreement (Galleon).pdf
Exhibit B -Operations Agreement (Galleon).pdf
Exhibit C - Development Agreement (TIES).pdf
Development Agreement (Galleon)redline .docx
Operations and Management Agreement (Galleon) - redline.docx
Development Agreement (TIES)-redline.docx

North Bay Village
HEART OF THE BAY

To: The Honorable Mayor, Vice Mayor, and Village Commission

From: Ralph Rosado, PhD, AICP, Village Manager

Date: February 13, 2024

Re: AFA Agreements

In 2016, the Board of the Miami-Dade County Public Schools District ("Board") authorized the Superintendent to finalize negotiations and execute a Joint Use Agreement ("JUA") with North Bay Village ("Village") in the interest of providing recreational programs, activities and facilities for the use and benefit of both students at Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, Florida, ("TIES") and residents of the Village, with the Village to fund certain improvements for the Village to operate its recreational activities. This made the TIES basketball court available to the public 6-9 pm on weekdays and 8 am-9 pm on weekends.

In 2020, during the COVID-19 pandemic, the JUA was amended to allow public access to the perimeter of the school, including the tennis courts, the rear playfield, the rear parking lot on Jewel Avenue, and a path area along Galleon Street. The Village was to invest on its own to refurbish said areas exclusively at TIES.

At its September 15, 2022 Village Commission Meeting, the Village Commission approved the "Galleon Agreements," which consist of:

- A Development and Construction Management Agreement for the Village's Galleon St. Property at 1851 Galleon Street;
- An Operations and Management Agreement for the Galleon St. Property.

These two agreements are updated as part of this agenda item.

On November 16, 2022, the Board authorized the Superintendent to enter into discussions with the Village to explore a possible collaboration between the Village and the Board for the development and operation of a Soccer/Community Center Complex, to be constructed partly on Village property and on the adjacent campus of TIES, with a recommendation to be brought to the Board as details of such a collaboration developed.

The Soccer/Community Center Complex originated from an unsolicited proposal received by the Village on October 11, 2021, from Asociacion De Futbol Argentino, an association formed under the laws of the Republic of Argentina ("AFA"), to develop certain property, and that the Village subsequently issued a Request For Proposals ("RFP") for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities." AFA was the only party to respond to the RFP. Under the proposed project, the Village and AFA have agreed that AFA will pay for and manage the development and construction of a community center to be constructed on Village property, and five (5) soccer fields to be built on the TIES campus.

On June 21, 2023, the Board authorized the Superintendent to finalize due diligence with the Village and negotiations of final agreement(s) formalizing the collaboration between the Village and the Board for the development and operation of a soccer complex at TIES. Since that Board meeting, a community meeting was held by the Village to gather input, and an amended JUA was negotiated.

On October 11, 2023, the Board approved an amended JUA (included as "2023 MDCPS-NBV JUA") with the Village for the joint recreational use of the fields and school perimeter, and on October 16, 2023, the Village Commission approved the same JUA. The final step in the process is the completion of the "AFA Agreements," which consist of the following four agreements between NBV and AFA:

- Development and Construction Management Agreement for the TIES Property
- Operations and Management Agreement for the TIES Property
- An updated Development and Construction Management Agreement for the Galleon St. Property
- An updated Operations and Management Agreement for the Galleon St. Property.

The 2023 JUA includes key terms such as:

- A term of thirty (30) years, unless terminated sooner as provided in the JUA;
- Village, in partnership with AFA, shall fund the improvements;
- Village, with AFA funds, funds repainting of TIES school buildings;
- Creation of one 11 x 11 multipurpose field, four 5x5 multipurpose fields, a perimeter path, new lighting, new irrigation, new drainage systems and new lush landscaping;
- Base License Fee: The Village will pay the Board a base license fee of $50,000-$75,000 for Year 3, $75,000-$80,000 for Years 4-10, and $80,000-$90,000 for Years 11-30 of the Agreement. The Village will pay the Board an additional annual payment of $5,000 for Years 11-26 (based on a deferred payment schedule of $75,000 for Year 2);
- Revenue Share: In addition to the Base License Fee, the Village shall pay the Board a portion of the gross revenue on a biannual basis earned under the Agreement; 9% Gross Revenues + 50% of the Village's negotiated revenues with AFA;
- Programmatic Considerations: AFA will enhance the TIES after-school program with soccer programming;
- 25 Village Scholarships will be available annually to North Bay Village youth (age 5 - 18), including TIES students;
- The Board agrees to dedicate 10% of the revenue it receives directly to TIES for ongoing capital improvements or educational programming; 65% of the funds are to go to District-wide athletic programs and services, and the remaining 25% of the funds are to go to District-wide needs as determined by the Superintendent.
- The Board has a right to audit or examine the Village records pertaining to this Agreement;
- The Board shall have the right to approve the project engineers, architects and general contractors used for the project;
- The AFA Agreements shall contain provisions for background screening requirements and compliance with District code requirements;
- The District shall have full control, custody, right and use of the Licensed Area during regular school hours on regular school days, during any school-operated After-Care Program and during summer school, as established annually through the Board's approved Elementary School Calendar, or by the School;
- The Village shall have full control, custody, right and use of the Licensed Area on weekdays beginning at 5:30 p.m. (setup available at 5:00 p.m.) and ending at 11:00 p.m., and on weekends and Board Holidays from 8:00 a.m. (setup available at 7:30 a.m.) to 11:00 p.m. (the "Village's Period of Use"). AFA shall only be permitted to use the Licensed Area during the Village's Period of Use;
- The Village, at the Village's expense, shall be responsible for all maintenance, repair and upkeep of the Licensed Area. The District shall be responsible for mowing the lawns, and picking up any litter that it may have caused during the school day;
- The Village will be responsible for securing police protection during their use of the Licensed Area; the School Board Police Department shall have first right of refusal for these services;
- The Board may cancel the Agreement in the event of default by the Village, which default is not cured within the applicable timeframes, or in the event of damage or destruction caused by the Village; in addition at any time following the date which is seven (7) years following the Effective Date, the Board shall have the right to cancel the Agreement with six (6) months advance written notice to the VILLAGE, the Village will retain the right to utilize the walking path for a period of at least fifteen (15) years.

- The Board will assign a project manager and will be involved in any design meetings. Final construction plans will be submitted to the Board's project manager;
- The Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required by the Agreement dealing with the construction of the Village Improvements, or changing periods or schedules of use.

On December 12, 2023, the Village Commission approved a site plan for both the TIES and Galleon Properties. The site plan accompanies this item.

The present agenda item entails four separate agreements that constitute the AFA Agreements.

Key terms of the AFA Agreements include all of the above terms from the JUA, plus:

- They acknowledge that the JUA binds the TIES Agreements.
- The approximate overall NBV contributions toward the project include the items below:

TIES & GALLEON		
Project Funding Uses		
ITEM DESCRIPTION	**Galleon**	**TIES**
	NBV	NBV
MDCPS Admin. Fee		$100,000
Site Prep (Demolition/Clearing/Earthwork/ Grading)	$500,000	
Racquetball Court Demolition		$30,000
Sidewalks/Paths		$1,400,000
Path Lighting		$200,000
Landscaping	$70,000	$250,872
Drainage/Irrigation		$600,000
Furnishings/Equipment		$150,000
Paving and Markings		$100,000
Contingency (Exterior Items Only)	$380,000	$173,197
	$950,000	**$3,004,069**

The Village's financial contributions are not to exceed those amounts. The Village would reimburse AFA for the work as the construction progresses, through separate invoicing from their contractor, who must be approved by MDCPS for the TIES portion of the project.

(Although not specified in the AFA Agreements, current and proposed North Bay Village funding sources include:

- Parks Bond funds - $1.9M
- American Rescue Plan Act of 2021 (ARPA or COVID-19 Stimulus Package) infrastructure funds - $389,500
- 1755 Kennedy Causeway (Continuum Project) Park Contribution - $600,000
- Sunbeam Project Prepaid Park Impact Fees - $1,000,000
- Miami-Dade County Tree Grant Funds plus Village Tree Matching Funds - $64,569)

The AFA contributions toward the project include all other site plan elements approved by the Village Commission on December 12, 2023. The items and their approximate value include:

1. At Galleon - a 3-story community center; 4 padel courts and 2 pickleball courts; sidewalk and pathway improvements; utilities/lighting/electrical improvements; parking improvements; and the design and permit costs associated with these elements. These are valued at approximately $4.48M.
2. At TIES - painting the school; interior fence work that separates the classroom buildings from the perimeter recreational spaces; construction of 1 11x11 artificial turf field and 4 5x5 artificial turf fields; utilities/field lighting/electrical improvements; parking improvements; and the design and permit costs associated with these elements. These are valued at approximately $2.466M.

- Pickleball was added to the Galleon Street Property scope approved at the September 15, 2022 Village Commission Meeting, so that it will now house 4 padel courts and 2 pickleball courts.
- AFA's General Contractor shall be bonded and shall provide a payment and performance bond (the "**Performance Bond"**) for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes.
- AFA shall pay to the Village for each calendar quarter during the Term an amount equal to five percent (5%) of Net Income from all programs, events, rentals and other activities performed at the Facilities.
- Additional AFA Services at TIES:

SERVICE	DESCRIPTION
AFA-organized events for the public throughout the year	Two events will be organized per calendar year, per mutual agreement of NBV and AFA annually.
Soccer trainings to elementary PE teachers in Miami Beach feeder pattern	AFA will provide 2 soccer coaching seminars per year for up to 5 PE teachers in the Miami Beach feeder system.

- Additional AFA Services at Galleon:

SERVICE	DESCRIPTION
AFA-organized events for the public throughout the year	Two events will be organized per calendar year, per mutual agreement of NBV and AFA annually.

- Termination Provisions:

A. For the Development and Construction Management Agreement for TIES:

Termination for Cause by the Village	Notwithstanding the term of this Agreement as established under Section 3.1 hereof, the engagement and services of AFA under this Agreement may be terminated at any time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"): (1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, AFA's failure to commence construction of the Project within thirty-six (36) months after the Effective Date. (2) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude; (3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or (4) Any AFA Default; (5) A default by AFA of its obligations under that certain Development and Construction Agreement between AFA and the Village for the Galleon St. Property dated [DATE]. If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.
Termination without Cause by Village	This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars; plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated (the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). All work in progress will become the property of the Village and will be turned over promptly by AFA.

- For the Operations and Management Agreement for TIES:

Termination for Cause by the Village	If the Village terminates this Agreement upon the occurrence of an AFA Default pursuant to Section 6.1, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.
Termination without Cause by Village	This Agreement may be terminated by the Village without Cause in whole or in part at any time, as determined by the Village in its sole and absolute discretion. Upon Termination by Village without Cause or upon Termination due to Village Default (as defined below) both a "**NBV Termination**", AFA shall be entitled to a return of the total amount of actual, documented costs and expenses incurred by AFA, up to and not exceeding $3,000,000, in the development and construction of the Project ("**Investment Amount**") by AFA under the Development and Construction Agreement. The Investment Amount shall be due in full if the NBV Termination occurs between the Commencement Date and the 10th anniversary from the Effective Date ("**First Period**"). If the NBV Termination occurs between the 10th anniversary of the Commencement Date and the 20th anniversary from the Commencement Date ("**Second Period**"), the Investment Amount shall be reduced by one-half ("**Reduced Investment Amount**"). If the NBV Termination occurs after the 20th anniversary from the Commencement Date ("**Third Period**"), the Investment Amount shall be fully abated and the Village will not owe such Investment Amount to AFA. The Investment Amount shall be paid by the Village within thirty (30) days from the date of termination. Additionally, upon the occurrence of a NBV Termination, the Village shall pay to AFA an annual amount equal to 7% of the Investment Amount per year remaining in the First Period, 7% of the Reduced Investment Amount per year remaining within the Second Period and 7% of the Reduced Investment Amount per year remaining in the Third Period (such amount the "**Expectation Fee**", and, together with the applicable Investment Amount, the "**Early Termination Fee**"). The Expectation Fee for the year of termination shall be due and payable to AFA within thirty (30) days after the end of such contract year. All subsequent Expectation Fee payments shall be due within thirty days after the end of the applicable contract year. For example, if a NBV Termination takes place in year 14, the Village shall pay an Early Termination Fee of $[AMOUNT], which is comprised of an Investment Amount of $[AMOUNT] and an Expectation Fee of $[AMOUNT] (calculated as 7% of $[AMOUNT] multiplied by 7). For clarification purposes, please see a sample chart attached hereto as Schedule 2 using a hypothetical Investment Amount for illustrative purposes.
Termination by the Board	In the event, between the 7th anniversary of the Commencement and the 10th anniversary from the Commencement Date of this Agreement, the Board terminates the JUA or the Village or AFA's right to use the Facilities for convenience pursuant to Article XVI of the JUA, the Village agrees to pay a reduced Early Termination Fee in an amount equal to the Net Income for the prior contract year, provided, however, that such reduced amount shall be no less than $700,000 and shall not exceed $850,000.

- For the Development and Construction Management Agreement for Galleon:

Termination for Cause by the Village	(a) Notwithstanding the term of this Agreement as established under Section **Error! Reference source not found.** hereof, the engagement and services of AFA under this Agreement may be terminated at any time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"): (1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, AFA's failure to commence construction of the Project within thirty-six (36) months after the Effective Date. (2) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude; (3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or (4) Any AFA Default. If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.
Termination without Cause by Village	This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars; plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated (the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). All work in progress will become the property of the Village and will be turned over promptly by AFA.

- For the Operations and Management Agreement for Galleon:

Termination for Cause by the Village	If the Village terminates this Agreement upon the occurrence of an AFA Default pursuant to Section **Error! Reference source not found.**, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.
Termination without Cause by Village	Upon Termination by Village without Cause or upon Termination due to Village Default (as defined below) both a "**NBV Termination**", AFA shall be entitled to a return of the total amount of actual, documented costs and expenses incurred by AFA, up to and not exceeding $6,500,000, in the development and construction of the Project ("**Investment Amount**") by AFA under the Development and Construction Agreement. The Investment Amount shall be due in full if the NBV Termination occurs between the Commencement Date and the 10th anniversary from the Effective Date ("**First Period**"). If the NBV Termination occurs between the 10th anniversary of the Commencement Date and the 20th anniversary from the Commencement Date ("**Second Period**"), the Investment Amount shall be reduced by one-half ("**Reduced Investment Amount**"). If the NBV Termination occurs after the 20th anniversary from the Commencement Date ("**Third Period**"), the Investment Amount shall be fully abated and the Village will not owe such Investment Amount to AFA. The Investment Amount shall be paid by the Village within thirty (30) days from the date of termination. Additionally, upon the occurrence of a NBV Termination, the Village shall pay to AFA an annual amount equal to 7% of the Investment Amount per year remaining in the First Period, 7% of the Reduced Investment Amount per year remaining within the Second Period and 7% of the Reduced Investment Amount per year remaining in the Third Period such amount (the "**Expectation Fee**", and, together with the applicable Investment Amount, the "**Early Termination Fee**"). The Expectation Fee for the year of termination shall be due and payable to AFA within thirty (30) days after the end of such contract year. All subsequent Expectation Fee payments shall be due within thirty days after the end of the applicable contract year. For clarification purposes, please see a sample chart attached hereto as Schedule 2 using a hypothetical Investment Amount for illustrative purposes.
Termination by School District	In the event, during the Term of this Agreement, the School District terminates the JUA, the Parties agree that AFA may elect to terminate this Agreement or to continue operating the cafeteria and Multi-Purpose Courts for purposes of offering sports programming activities to be determined based on an updated Programming Schedule. No Early Termination Fee will be due by Village to AFA in the event of termination by the School District.

EXPECTATION FEE CALCULATION

Year	Investment Amount	Expectation Fee to be paid in the following years (annual payments)
1	$ 6,500,000	10 payments of $455,000
2	$ 6,500,000	9 payments of $455,000
3	$ 6,500,000	8 payments of $455,000
4	$ 6,500,000	7 payments of $455,000
5	$ 6,500,000	6 payments of $455,000
6	$ 6,500,000	5 payments of $455,000
7	$ 6,500,000	4 payments of $455,000
8	$ 6,500,000	3 payments of $455,000
9	$ 6,500,000	2 payments of $455,000
10	$ 6,500,000	1 payments of $455,000
11	$ 3,250,000	10 payments of $227,500
12	$ 3,250,000	9 payments of $227,500
13	$ 3,250,000	8 payments of $227,500
14	$ 3,250,000	7 payments of $227,500
15	$ 3,250,000	6 payments of $227,500

16	$ 3,250,000	5 payments of $227,500
17	$ 3,250,000	4 payments of $227,500
18	$ 3,250,000	3 payments of $227,500
19	$ 3,250,000	2 payments of $227,500
20	$ 3,250,000	1 payment of $227,500
21	None	10 payments of $227,500
22	None	9 payments of $227,500
23	None	8 payments of $227,500
24	None	7 payments of $227,500
25	None	6 payments of $227,500
26	None	5 payments of $227,500
27	None	4 payments of $227,500
28	None	3 payments of $227,500
29	None	2 payments of $227,500
30	None	1 payment of $227,500

Office of Superintendent of Schools
Board Meeting of October 11, 2023

September 27, 2023

Office of Facilities Design & Construction
Raul F. Perez, Chief Facilities Design & Construction Officer

SUBJECT: **AUTHORIZE THE SUPERINTENDENT TO:**

1) EXECUTE AN AMENDED AND RESTATED JOINT USE AGREEMENT WITH NORTH BAY VILLAGE ("VILLAGE"), A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR THE DEVELOPMENT, OPERATION AND USE OF A SOCCER COMPLEX AT TREASURE ISLAND ELEMENTARY SCHOOL, LOCATED AT 7450 EAST TREASURE ISLAND DRIVE, NORTH BAY VILLAGE, FLORIDA 33141;

2) FINALIZE NEGOTIATIONS AND EXECUTE ANY OTHER DOCUMENTS THAT MAY BE REQUIRED TO EFFECTUATE IMPLEMENTATION OF THE AMENDED AND RESTATED JOINT USE AGREEMENT; AND

3) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE JOINT USE AGREEMENT, INCLUDING RENEWING, EXTENDING, CANCELING OR TERMINATING THE JOINT USE AGREEMENT, AND PLACING THE VILLAGE IN DEFAULT, AS MAY BE APPLICABLE

COMMITTEE: **FACILITIES AND CONSTRUCTION**

LINK TO STRATEGIC PLAN: **EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES**

Background

On May 11, 2016, the Board approved Agenda Item F-3, authorizing the Superintendent to finalize negotiations and execute a Joint Use Agreement with North Bay Village ("Village") in the interest of providing recreational programs, activities and facilities for the use and benefit of both students at Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, Florida, ("TIES") and residents of the Village, with the Village to fund certain improvements for the Village to operate its recreational activities. Additional improvements were completed by the

F-4

District, with the Village to reimburse the District for requested work. The initial term was for ten (10) years, for a rental of $1 per year, with the District having full control of the premises during the school days and during the School-run aftercare program, and the Village having full control during other hours, with the right to contract with not-for-profit entities to provide Village-sponsored recreational services and programs for the Village's period of use.

On November 16, 2022, the Board approved Agenda Item F-5 authorizing the Superintendent to enter into discussions with the Village to explore a possible collaboration between the Village and the Board for the development and operation of a Soccer/Community Center Complex, to be constructed partly on Village property and on the adjacent campus of TIES, with a report and recommendation to be brought to the Board as details of such a collaboration are developed.

As shared in Agenda Item F-5, the Soccer/Community Center Complex originated from an unsolicited proposal received by the Village on October 11, 2021 from Asociacion De Futbol Argentino, an association formed under the laws of the Republic of Argentina ("AFA"), to develop certain property, and that the Village subsequently issued a Request For Proposals ("RFP") for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities". AFA was the only party to respond to the RFP. Under the proposed project, the Village and AFA have agreed that AFA will pay for and manage the development and construction of a community center to be constructed on Village property, and five (5) soccer fields to be built on the School campus.

Subsequent discussions between the District and the Village have clarified the Village's plan including the improvements and program enhancements proposed which include new amenities and offerings at TIES.

On June 21, 2023, the Board approved Agenda Item F-5, authorizing the Superintendent to finalize due diligence with the Village and negotiations of final agreement(s) formalizing the collaboration between the Village and the Board for the development and operation of a soccer complex at TIES. Since that Board meeting, an appraisal was completed, a community meeting was held by the Village to gather input, and an amended Joint Use Agreement was negotiated.

The Deputy Superintendent, Office of School Leadership & Performance and the Chief Facilities Design & Construction Officer recommend entering into an Amended and Restated Joint Use Agreement with the Village for the joint recreational use of the fields, under substantially the following terms:

- a term of thirty (30) years, unless terminated sooner as provided in the Agreement;

  Capital Investments: A $5.5 million capital investment by the Village will be made in the first year of the Agreement. The Village shall fund the legal costs and also the design of the improvements;

- Village funds repainting of TIES school buildings;

- Village funds one 11 x 11 multipurpose field, four 5x5 multipurpose fields, a perimeter path, new lighting, new irrigation, new drainage systems and new lush landscaping;

Base License Fee: The Village will pay the Board a base license fee of $50,000-$75,000 for Year 3, $75,000-$80,000 for Years 4-10, and $80,000-$90,000 for Years 11-30 of the Agreement. The Village will pay the Board an additional annual payment of $5,000 for Years 11-26 (based on a deferred payment schedule of $75,000 for Year 2);

Revenue Share: In addition to the Base License Fee, the Village shall pay the Board a portion of the gross revenue on a biannual basis earned under the Agreement; 9% Gross Revenues + 50% of the Village's negotiated revenues with AFA;

- **Programmatic Considerations:** AFA will enhance the TIES after-school program with soccer programming;

- 25 Village Scholarships will be available annually to North Bay Village youth (age 5 - 18), including TIES students;

- The Board agrees to dedicate 10% of the revenue it receives directly to TIES for ongoing capital improvements or educational programming; 65% of the funds are to go to District-wide athletic programs and services, and the remaining 25% of the funds are to go to District-wide needs as determined by the Superintendent.
- The Board has a right to audit or examine the Village records pertaining to this Agreement;

- The Village intends to enter into separate agreements with Asociacion de Futbol Argentino, an association formed under the laws of the Republic of Argentina ("AFA"), including a Development and Construction Agreement and a Management Agreement ("AFA Agreements"), in accordance with the terms of this Amended and Restated Joint Use Agreement, for the construction, operation and management of certain recreational improvements at TIES and for AFA's joint use of certain recreational facilities at TIES;

- The Board shall be an express third-party beneficiary of the AFA Agreements, and shall be named as a dual oblige on any bonds delivered by AFA with respect to any work at TIES;

- The Board shall have the right to approve the project engineers, architects and general contractors used for the project;

- The Village will make such recreational improvements at TIES, to provide for the joint use by the Parties and AFA of certain recreational facilities at TIES, and provide for the sharing of revenue between the Parties as consideration for the use of the recreational facilities by AFA pursuant to the Management Agreement, all under the terms and conditions set forth;

- The Village and AFA have no rights to amend, modify, replace, terminate, pledge, assign or transfer any rights or interest under the AFA agreements without the prior written consent of the Board;

- AFA may subcontract to third parties to carry out its construction, maintenance and programming, subject to Board approval and in compliance with the terms of the Agreement.

- The AFA Agreements shall contain provisions for background screening requirements and compliance with District code requirements;

- The District shall have full control, custody, right and use of the Licensed Area during regular school hours on regular school days, during any school-operated After-Care Program and during summer school, as established annually through the Board's approved Elementary School Calendar, or by the School;

- The Village shall have full control, custody, right and use of the Licensed Area on weekdays beginning at 5:30 p.m. (setup available at 5:00 p.m.) and ending at 11:00 p.m., and on weekends and Board Holidays from 8:00 a.m. (setup available at 7:30 a.m.) to 11:00 p.m. (the "Village's Period of Use"). AFA shall only be permitted to use the Licensed Area during the Village's Period of Use;

- The Village, at the Village's expense, shall be responsible for all maintenance, repair and upkeep of the Licensed Area. The District shall be responsible for mowing the lawns, and picking up any litter that it may have caused during the school day;

- The Village will be responsible for securing police protection during their use of the Licensed Area, the School Board Police Department shall have first right of refusal for these services;

- The Village will indemnify and hold the Board harmless, to the extent of the limitations included within Florida Statutes, Section 768.28, for any liability arising out of taxation or tax liability associated with the Village or AFA's use, operation or maintenance under this Agreement;

- The Village will indemnify and hold the Board harmless, to the extent of the limitations included within Florida Statutes, Section 768.28, for any liability arising out of any claim, lawsuit or action arising out of the authority of the Village to enter into this agreement with the Board, with AFA, or any related entity under this Agreement;

- The Village and the Board shall otherwise indemnify and hold the other harmless, to the extent of the limitations included within Florida Statutes, Section 768.28;

- The Board may cancel the Agreement in the event of default by the Village, which default is not cured within the applicable timeframes, or in the event of damage or destruction caused by the Village; in addition at any time following the date which is seven (7) years following the Effective Date, the BOARD shall have the right to cancel the Agreement with six (6) months advance written notice to the VILLAGE, the Village will retain the right to utilize the walking path for a period of at least fifteen (15) years.

- The Board will assign a project manager and will be involved in any design meetings. Final construction plans will be submitted to the Board's project manager;

- The Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required by the Agreement dealing with construction of the Village Improvements, or changing periods or schedules of use;

The proposed Joint Use Agreement has been reviewed by the Office of the General Counsel for legal sufficiency and the Office of Risk and Benefits Management for risk management issues, respectively, and found to be in compliance.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

1) Execute an Amended and Restated Joint Use Agreement with North Bay Village ("Village"), a political subdivision of the State of Florida, for the development, operation and use of a Soccer Complex at Treasure Island Elementary School, located at 7450 East Treasure Island Drive, North Bay Village, Florida 33141;

2) Finalize and execute any other documents that may be required to effectuate implementation of the Amended and Restated Joint Use Agreement; and

3) Grant or deny all approvals required under the Amended and Restated Joint Use Agreement, including reviewing, extending, canceling or terminating the Joint Use Agreement, and placing the Village in default, as may be applicable;

AMENDED AND RESTATED JOINT USE AGREEMENT

THIS AMENDED AND RESTATED JOINT USE AGREEMENT ("**Agreement**"), made and entered into this ____ day of _____, 20__, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic existing under the laws of the State of Florida (the "**BOARD**"), and **NORTH BAY VILLAGE**, a municipal corporation of the State of Florida (the "**VILLAGE**"). The BOARD and VILLAGE are sometimes referred to in this Agreement individually as "**Party**' and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the BOARD and VILLAGE are mutually interested in and concerned with providing and making available recreational programs, activities and facilities for the use and benefit of the students of Miami-Dade County Public Schools (the "**District**") and residents of the VILLAGE; and

WHEREAS, the BOARD owns and has under its jurisdiction certain real property known as Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, FL ("**School**"); and

WHEREAS, the VILLAGE has approached the BOARD with a request to make a number of recreational improvements at the School and to jointly use certain recreational facilities at the School; and

WHEREAS, the VILLAGE intends to enter into that certain Development and Construction Management Agreement (as amended, restated and replaced, in accordance with the terms of this Agreement, the "**Development Agreement**"), and that certain Operations and Management Agreement (as amended, restated and replaced, in accordance with the terms of this Agreement, the "**Management Agreement**", and together with the Development Agreement, the "**AFA Agreements**") in each case, at this time, by and between the VILLAGE and Asociacion de Futbol Argentino, an association formed under the laws of the Republic of Argentina ("**AFA**"), for the construction of certain recreational improvements at the School and for AFA's joint use of certain recreational facilities at the School;

WHEREAS, the Parties are desirous of entering into this Agreement to allow the VILLAGE to make such recreational improvements at the School, to provide for the joint use by the Parties and AFA of certain recreational facilities at the School, and to provide for the sharing

of revenue between the Parties as consideration for the use of the recreational facilities by AFA pursuant to the Management Agreement, all under the terms and conditions set forth below; and

WHEREAS, the BOARD and VILLAGE entered into that certain Joint Use Agreement, dated [July 20, 2020] (the "**Existing JUA**"), with respect to certain recreational improvements at the School and the joint use by the Parties of certain recreational facilities at the School; and

WHEREAS, the Parties desire to amend and restate the Existing JUA in its entirety by this Agreement, as more particularly set forth below; and

WHEREAS, The School Board of Miami-Dade County, Florida, at its meeting of _____, 20___, School Board Agenda item _____, Board Action # _____, approved entering into this Agreement; and

WHEREAS, North Bay Village, by the adoption of Resolution No. _____, at its meeting of_____, 20_____, approved this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Existing JUA is amended, restated, superseded and replaced in its entirety as follows:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

PREMISES TO BE JOINTLY USED

Effective with the Commencement Date of this Agreement (as defined below), the Parties agree to jointly use the School playfield area, tennis courts, basketball courts, and the parking lot located on the southwest portion of the School, all as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (collectively the "**LICENSED AREA**"), together with all improvements currently located or to be constructed thereon.

III.

TERM

Subject to Article IV below, this Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement and the execution of the aforementioned Management Agreement, whichever comes later (the "**Effective Date**"). Effective with the

Effective Date, the VILLAGE shall have access to the LICENSED AREA, with full right of ingress thereto and egress therefrom, for the specific and limited purpose provided for in this Agreement. The initial term of this Agreement shall be for a period of thirty (30) years (the "**Term**"), commencing on the Effective Date and expiring on the date which is thirty (30) years following the Effective Date, unless sooner terminated as provided herein, subject to the provisions herein contained.

IV.

AFA AGREEMENTS

A. **AFA Agreements.** The effectiveness of this Agreement shall be conditioned on the full execution by the VILLAGE and AFA of the AFA Agreements, in form and substance approved by the BOARD, in its sole and absolute discretion, and delivery of a copy of the fully executed AFA Agreements to the BOARD. Additionally, if required by the BOARD, the VILLAGE shall cause AFA to execute a consent and agreement, in form and substance acceptable to the BOARD, to evidence AFA's consent and agreement to comply with the terms and conditions of this Agreement applicable to AFA. The current drafts of the AFA Agreements are attached hereto as **Exhibit "B"** and, upon the execution of the AFA Agreements, this Agreement shall be amended to replace **Exhibit "B"** with the executed copies of the AFA Agreements. The AFA Agreements shall be executed and delivered to the BOARD by no later than _____, 20___. In the event the AFA Agreements are not executed and delivered to the BOARD by such date, the BOARD shall have the right to terminate this Agreement upon written notice to the VILLAGE, in which event this Agreement shall terminate and the Existing JUA shall be fully reinstated and in full force and effect.

B. **Covenants Regarding the AFA Agreements**.

(i) The VILLAGE shall not amend, modify, extend, replace or terminate the AFA Agreements, or assign, pledge or transfer any interest or rights of the VILLAGE (or consent to any assignment, pledge or transfer by AFA of its interest or rights) under the AFA Agreements to any other party, without the prior written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion. In the event the AFA Agreements are amended and/or modified in accordance herewith, this Agreement shall be amended to attach such amendments and/or modifications of the AFA Agreements as exhibits to this Agreement.

(ii) At all times during the Term of this Agreement, the VILLAGE will perform as required by the terms of the AFA Agreements, will neither take nor fail to take any action that causes a default under the AFA Agreements which results in a termination of the AFA Agreements by AFA, will not waive any default in performance by AFA under the AFA Agreements without first obtaining the prior written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion, and will promptly deliver to the BOARD, in full compliance with Article XXVIII, all written notices received from AFA or delivered by the VILLAGE to AFA. The VILLAGE will not approve any agreements, documentation, schedules and other items under the AFA Agreements, including without limitation, the GMP Contract, the AFA Representative Contract, the Development Schedule and the Logistics Plan (each as defined in the AFA Agreements), without first obtaining the prior written consent of the BOARD, which may be granted or withheld in the BOARD's sole discretion.

(iii) The VILLAGE shall cause AFA to comply with the terms and conditions of this Agreement and any obligations of the VILLAGE as set forth in this Agreement in connection with AFA's construction, development, use and operation of the LICENSED AREA pursuant to the AFA Agreements, including, without limitation, the obligations set forth in Articles VI, VII, VIII, IX, XXI, XXXI, XXXII, XXXIV and XXXVII of this Agreement, whether or not so stated in such articles.

(iv) The VILLAGE shall cause AFA to contribute twenty-five (25) ten (10) month scholarships (without payment of consideration or charge of any kind), for each year of the Term for the soccer academies operated by AFA in the LICENSED AREA, which scholarships shall be made available to youth (children ages 5 to 18) in North Bay Village, including students at the School.

C. **Terms and Provisions of the AFA Agreements**. The AFA Agreements shall, *inter alia*, provide for the following:

(i) The BOARD shall be an express third-party beneficiary of the AFA Agreements, the GMP Contract and the AFA Representative Contract with respect to the Work, on the same terms and conditions as the VILLAGE as set forth in the AFA Agreements, such that, *inter alia*, the BOARD may bring legal actions under the AFA Agreements, the GMP Contract

and/or the AFA Representative Contract in its name as beneficiary without the participation of the VILLAGE or AFA, as applicable, and all warranties with respect to the Work, express and implied, run to the BOARD in addition to AFA and the VILLAGE. The BOARD shall be named as a dual obligee on any bonds delivered by AFA with respect to the Work. The GMP Contract and AFA Representative Contract shall be subject to the BOARD's review and approval, in its sole and absolute discretion.

(ii) The BOARD shall have the right to approve, in its sole and absolute discretion, the Engineers, Project Architect and General Contractor (as such terms are defined in the Development Agreement) retained by AFA pursuant to the Development Agreement, in accordance with District and BOARD Policies. The BOARD hereby approves the following Project Architect: _____. The General Contractor shall be a general contractor on a list of District approved general contractors provided by the BOARD.

(iii) The BOARD shall be included as an indemnified party in any indemnities from AFA in favor of the VILLAGE in the AFA Agreements. The BOARD shall be copied on all notices, in full compliance with Article XXVIII**,** including, without limitation, any default notices, sent by either the VILLAGE or AFA under the AFA Agreements, and in the event of a default, the BOARD shall be apprised of any efforts by the defaulting party to cure such default.

(iv) Any assignment by AFA of its rights and obligations under the AFA Agreements or subcontractor shall be subject to the BOARD's prior written approval, which shall not be unreasonably withheld, and shall not be deemed approved for failure of the BOARD to respond to any request for assignment. Any such assignment or subcontractor shall require an amendment to this Agreement, approved and executed by the Parties. The BOARD hereby approves PROJECT FOOTBALL, LLC., as a subcontractor.

(v) The AFA Agreements shall contain provisions for background screening requirements and compliance with District code requirements as set forth in Article XXXVII of this Agreement, as those requirements may be updated, expanded or otherwise modified from time to time, in conformance with Florida Statute and BOARD Policy.

(vi) In addition to the provisions set forth in Article V(D), any audit rights in favor of the VILLAGE under the AFA Agreements shall also run to the benefit of the BOARD. The VILLAGE shall promptly provide to the BOARD all financial statements and information and books and records of AFA received by the VILLAGE pursuant to the AFA Agreements.

D. **Obligations of the VILLAGE**. Notwithstanding the existence of the AFA Agreements, the terms and provisions of this Article IV or any other provision in this Agreement to the contrary, as between the VILLAGE and the BOARD, the VILLAGE is directly and fully responsible to the BOARD for all obligations of the VILLAGE under this Agreement, including, without limitation, the payment of the Minimum Fee and the Revenue Sharing Payment, the construction and completion of the Work and the maintenance of the facilities in the LICENSED AREA in accordance with Article VIII below.

V.
CONSIDERATION

A. Minimum Fee.

(i) Subject to adjustment pursuant to subsection (iii) below, the VILLAGE shall pay to the BOARD as consideration for use and occupancy of the LICENSED AREA throughout the Term of this Agreement, in advance, an annual minimum fee (the "**Minimum Fee**"), beginning on the Effective Date, and on the anniversary of the Effective Date each year thereafter, as follows:

Time Period	**Minimum Fee**
Year 1	$0.00
Year 2	$75,000.00 (subject to subsection (ii) below)
Year 3	$50,000.00
Year 4 through Year 10	$75,000.00
Year 11 through Year 30	$80,000.00

(ii) Notwithstanding anything to the contrary contained in this Agreement, to the extent the VILLAGE is not in default under the terms of this Agreement beyond any applicable notice and/or cure periods set forth herein, the Minimum Fee for the second (2nd) year of the Term (the "**Deferred Payment**") shall be deferred in its entirety and payable to the BOARD during years 11 through 15 of the Term, in equal annual installments payable at the same time and in the same manner as the Minimum Fee for each such year of the Term. In the event of a default by the VILLAGE beyond any applicable notice and/or cure periods set forth herein at any time during and following the second (2nd) year of the Term, in addition to any other rights and remedies under this Agreement for such default, including, without limitation as set forth in Article XVII below, the BOARD shall be entitled to demand immediate payment of the entire Deferred Payment by the VILLAGE.

(iii) In the event the VILLAGE and the BOARD agree to allow the VILLAGE to operate daytime camps serving youth in North Bay Village in the LICENSED AREA as further set forth in Article VI below (the "**Daytime Camps**") for four (4) weeks during Summer and/or Winter breaks in any given year of the Term, notwithstanding subsection (i) above, the Minimum Fee payable for such year of the Term shall be in the amounts as follows:

Time Period	**Minimum Fee**
Year 1	$0.00
Year 2	$75,000.00 (subject to subsection (ii) above)
Year 3	$75,000.00
Year 4 through Year 10	$80,000.00
Year 11 through Year 30	$90,000.00

In the event the BOARD allows use of the LICENSED AREA for Daytime Camps during other School holidays (e.g., Spring Break and Thanksgiving), the Minimum Fee shall be increased prorata for every additional week (or portion thereof) that the LICENSED AREA is made available for such Daytime Camps (i.e., for Year 3, the Minimum Fee shall be increased by $6,250 for each

additional week; for Years 4 through 10, the Minimum Fee shall be increased by $1,250 for each additional week; and for Years 11 through 30, the Minimum Fee shall be increased by $2,500 for each additional week, in each case, prorated on a daily basis for any partial weeks).

B. **Revenue Sharing Payment.** In addition to the Minimum Fee, commencing on the fourth (4th) year of the Term, the VILLAGE shall pay to the BOARD nine percent (9%) of the Gross Revenue (as hereinafter defined) plus fifty (50%) of any revenue paid by AFA to the VILLAGE under the Management Agreement (collectively, the "**Revenue Sharing Payment**") on a semi-annual basis. The dates on which the payment shall be due are April 1 and October 1, or the next business day after those dates if they are not business days. The Revenue Sharing Payment shall be paid in one lump sum within thirty (30) days after the end of each period. Revenue Sharing Payments due for any partial calendar term shall be prorated on a per diem basis.

C. **Gross Revenue Statements**. The VILLAGE shall provide a bi-annual statement within thirty (30) days after each bi-annual reporting period, which shall show all Gross Revenue and any revenue paid by AFA to the VILLAGE under the Management Agreement for the reporting period, and shall be certified to be true, complete and correct by an independent certified public accountant satisfactory to the BOARD. If such bi-annual statement shows that the VILLAGE owes a Revenue Sharing Payment, the VILLAGE shall include payment of such Revenue Sharing Payment with such statement. Such bi-annual statements shall be delivered by the VILLAGE to the BOARD in the manner specified for notices under this Agreement or to such other address which may be specified by the BOARD to the VILLAGE from time to time. If the VILLAGE shall fail to prepare and deliver any statement required hereunder, the BOARD shall have the right, in addition to any other rights and remedies under this Agreement for such failure, including, without limitation as set forth in Article XVII below, to estimate the Gross Revenue and revenue paid by AFA to the VILLAGE under the Management Agreement for any non-reported period, in the BOARD'S reasonable discretion, and bill the VILLAGE for the Revenue Sharing Payment accordingly. The BOARD reserves the right, at its option, to adjust the Revenue Sharing Payment billings when actual statements are received. In addition to the statements required herein, the VILLAGE shall provide the BOARD with any revenue statements received by the VILLAGE from AFA under the Management Agreement.

D. **Audits**. The BOARD may from time to time, upon at least ten (10) business days' notice to the VILLAGE, and at the BOARD'S sole cost and expense, cause a complete audit or

examination to be made of the VILLAGE'S records pertaining to this Agreement and the AFA Agreements and such books and records of AFA for all or any part of the three (3) calendar years immediately preceding such notice for the purpose of checking the accuracy of the Gross Revenue and any revenue paid by AFA to the Village under the Management Agreement. During such audit, the BOARD or its authorized representatives shall have full and free access to such records and the right to require that the VILLAGE, its agents and employees furnish such information or explanation with respect to such items as may be necessary for a proper examination and audit thereof. The VILLAGE shall share such records electronically (through a database or file share method or other electronic means) if requested by the BOARD to do so. If such audit or examination discloses that any of the VILLAGE'S statements of Gross Revenues understates Gross Revenues made during any calendar year of the Term by three percent (3%) or more, or if the VILLAGE shall have failed to furnish the BOARD any Gross Revenues statements during any calendar year or shall have failed to prepare and maintain the VILLAGE'S records as required herein, then, in addition to any other rights and remedies of the BOARD under this Agreement for each such failure, including, without limitation as set forth in Article XVII below, the VILLAGE shall pay the BOARD the cost of such audit or examination, and any deficiency in the Revenue Sharing Payments. The BOARD'S acceptance of any Revenue Sharing Payments shall be without prejudice to the BOARD'S examination, audit and other rights hereunder.

E. Gross Revenue Defined. "**Gross Revenue**" shall mean all revenue from all programs, events, rentals, sales and other activities strictly performed at the LICENSED AREA pursuant to this Agreement. If however, the Village subsidizes an event or program for the benefit of the community at a loss, this definition shall not be applicable and no fees shall be owed to the Board, fiscal evidence of the subsidized event or program for the benefit of the community operated at a loss (e.g. budgets or revenue reports) shall be made available to the Board upon request.

F. Payments. The Minimum Fee, Revenue Sharing Payment and any other payments due to the BOARD pursuant to this Agreement shall be paid by check or wire transfer, without notice, demand, deduction or setoff of any kind, when due and payable. Checks are to be paid to the BOARD and mailed to _____, Attn: _____; Wire transfers

are to be sent pursuant to BOARD instructions or by such other method and to such other place and person as the BOARD directs in writing.

G. **Delinquent Payment**. With respect to any payments required of the VILLAGE hereunder not received within fifteen (15) business days after notice of such nonpayment from the BOARD, the BOARD may charge the VILLAGE a fee equal to five (5%) percent of the delinquent payment to reimburse the BOARD for its cost and inconvenience incurred as a consequence of the VILLAGE's delinquency; provided, however, that in no event will the BOARD have to provide more than one (1) notice in any twelve (12) month period and the foregoing late fee will be assessed upon its delinquency. In no event, however, shall the charges permitted under this section or elsewhere in this Agreement, to the extent they are considered to be interest under applicable law, exceed the maximum lawful rate of interest.

VI.

USE OF LICENSED AREA

The LICENSED AREA as identified in **Exhibit "A"** shall be used by the VILLAGE only for the operation of recreational programs sponsored, organized and supervised by the VILLAGE, by AFA pursuant to the Management Agreement for the purposes set forth therein, and by the BOARD for the School's recreational and educational programs, and for no other purposes. The VILLAGE covenants and agrees to accept the LICENSED AREA in its "as-is", "where-is" condition and basis with all faults as of the Effective Date of this Agreement, subject to all easements, covenants or other encumbrances of record. The BOARD makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the LICENSED AREA for the VILLAGE's or AFA's operations or any specific use. The VILLAGE, by executing this Agreement, agrees and acknowledges that the BOARD has made no representations whatsoever regarding the LICENSED AREA, including with respect to its environmental condition. The VILLAGE represents that it is relying and will continue to rely solely on its own investigations of the LICENSED AREA in its decision to occupy or use it, and the VILLAGE further acknowledges and agrees that the BOARD shall not indemnify the VILLAGE or AFA in any way with respect to the condition of the LICENSED AREA. The provisions of this paragraph shall survive the expiration or the early termination or cancellation of this Agreement.

Effective with the Commencement Date, the BOARD shall have full control, custody, right and use of the LICENSED AREA during regular school hours (as determined by the School Administrator) on regular school days during the BOARD's academic school year. In addition, the BOARD, at its sole option, shall have use of the LICENSED AREA, or portions thereof, after regular school hours as may be required for, but not limited to, practices and home games, intramural sports, summer school, special events and functions, extracurricular activities/athletics and after school programs, during which time the BOARD shall have full control, custody, right and use of the LICENSED AREA (the "**BOARD's Period of Use**"). In accordance with the licensee rights afforded to the VILLAGE under this Agreement, and in compliance with all other terms and conditions of this Agreement, effective with the Commencement Date, the VILLAGE shall have full control, custody, right and use of the LICENSED AREA on weekdays beginning at 5:30 p.m. (with a set-up period beginning at 5:00 p.m.) and ending at 11:00 p.m., and on weekends from 8:00 a.m. (with a set-up period beginning at 7:30 a.m.) to 11:00 p.m. (the "**VILLAGE's Period of Use**"). AFA shall only be permitted to use the LICENSED AREA during the VILLAGE's Period of Use. The VILLAGE shall reimburse the BOARD for the use of any supplies and/or consumable materials belonging to the BOARD and/or the School during the VILLAGE's Period of Use.

Notwithstanding the above, the School Administrator, or designee, and the VILLAGE's designee, shall meet prior to the start of each regular school year, as established through the BOARD'S approved Elementary and Secondary School Calendar ("**School Calendar**"), or as soon thereafter as possible, to review the schedule for use of the LICENSED AREA by the Parties for the upcoming school year. Such schedule shall set forth certain dates on which use of the LICENSED AREA by and through the VILLAGE shall be prohibited (e.g., testing days) (collectively, the "**Exclusion Dates**"). Such schedule of use and the exact areas of use may be modified in writing from time to time throughout the school year by mutual agreement of the Parties, or their authorized designees.

In addition to the above, the BOARD, in its sole and absolute discretion, may make the LICENSED AREA available to the VILLAGE for the operation of Daytime Camps for a total of four (4) weeks during the summer and/or winter holidays. The BOARD may also, in its sole and absolute discretion, allow the VILLAGE to operate the Daytime Camps in the LICENSED AREA during other School holidays (i.e., Spring Break and Thanksgiving). In either such event, the

VILLAGE's designee and the BOARD's Region Administrator shall meet to establish a schedule for use of the LICENSED AREA for the Daytime Camps. Such schedule may be modified in writing from time to time by mutual agreement of the Parties, or their authorized designees.

In the event the VILLAGE requires use of the LICENSED AREA for a special event or function during the VILLAGE's Period of Use or the BOARD's Period of Use, the VILLAGE shall request said use, in writing with a minimum of fifteen (15) calendar days advance notice. The foregoing provision shall apply to any special events or functions held by AFA in the LICENSED AREA. Any such events shall be subject to the BOARD's approval, in its sole and absolute discretion. Any request by the VILLAGE or AFA to use the LICENSED PREMISES for a special event or function shall state the proposed date of the event (which may not be an Exclusion Date) and shall set forth whether additional security will be needed for such event. The VILLAGE acknowledges and agrees that neither the VILLAGE nor AFA may use the LICENSED AREA for any revenue-generating events held in the community center or property owned by the VILLAGE unless all such revenue is calculated and included in the Revenue Sharing Payment payable to the BOARD and is otherwise permitted under this Agreement.

The VILLAGE, in addition to its own utilization of the LICENSED AREA, shall have the option of contracting with not-for-profit parties to use the LICENSED AREA or portions thereof to provide VILLAGE-sponsored recreational services and programs to the general public during the VILLAGE's Period of Use, subject to approval by the BOARD or designee, and provided such not-for-profit parties are not affiliates of AFA or providing funding to AFA. In that event, the VILLAGE shall submit a written request to the BOARD a minimum of fifteen (15) calendar days prior to such proposed use, with the name of the not-for-profit party, the proposed programs to be conducted by the non-for-profit party, and the proposed period and areas of use of the LICENSED AREA, for review by the North Region Office and School Administrator. In the event such request is approved in writing by the North Region Office and School Administrator, the VILLAGE shall be responsible during such use for all maintenance, clean-up, risk management, security and supervision of the LICENSED AREA and other terms and conditions set forth in this Agreement, the same as if the VILLAGE itself were utilizing the LICENSED AREA. Further, the VILLAGE shall require such entities or groups to provide liability insurance and other required insurance coverage as determined by the BOARD, naming both the VILLAGE and the BOARD as additional insureds, in accordance with the rules and regulations established from time to time by the BOARD

for use of the LICENSED AREA. As a precondition to use of the LICENSED AREA by such an entity, the VILLAGE shall obtain a certificate of insurance evidencing same and shall provide a copy thereof to the BOARD.

Use of the LICENSED AREA by for-profit parties or entities under this Agreement, except for AFA and (AFA's approved subcontractor) pursuant to the AFA Agreements, as approved by the BOARD, shall be prohibited, without the express written consent of the BOARD, which may be withheld or conditioned at the BOARD's sole discretion, and which will require compliance with all applicable laws, including, without limitation, BOARD Policy. In the event AFA intends to contract with a third-party for programming at the LICENSED AREA, such third party shall be subject to the express written consent of the BOARD, which may be withheld or conditioned at the BOARD's sole discretion and, if approved, the VILLAGE shall cause such third party to comply with all the terms and conditions of this Agreement applicable to AFA.

The use of the LICENSED AREA by the VILLAGE (or any third parties by, through or under the VILLAGE) for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited, without the express written consent of the BOARD, which may be withheld or conditioned at the BOARD's sole discretion. In no event shall fireworks be permitted in the LICENSED AREA. No animals shall be permitted in the LICENSED AREA, except for service animals as required by applicable law. Neither Party shall commit nor permit any violations of applicable laws, rules and regulations of the BOARD, including BOARD Policies, the VILLAGE, State, or Federal government upon the LICENSED AREA.

The sale or consumption of alcoholic beverages by any party, including, without limitation, the VILLAGE or AFA or any of their respective personnel, guests, staff, invitees, affiliates or patrons, within the LICENSED AREA or School is expressly prohibited at all times. Violation of this provision shall be deemed a material breach of this Agreement, and the BOARD may, in its sole discretion, cancel this Agreement.

The VILLAGE shall be responsible for securing and locking all perimeter and parking lot gates at the completion of the VILLAGE's daily Period of Use. The VILLAGE agrees that the LICENSED AREA shall not be used for temporary or permanent placement and use of portable toilets, storage of construction or maintenance materials, or for the storage or long-term parking of vehicles. In addition, the VILLAGE shall ensure that there are no vehicles remaining on the

LICENSED AREA, including the parking lot, at the end of the VILLAGE's daily Period of Use, and shall remove all such unauthorized vehicles stationed thereon. The VILLAGE shall remove said vehicles using all lawful means, and may post signs to facilitate same, after securing approval from the BOARD or designee.

In addition, and in conformance with the requirements of Article XXXVIII(K), the VILLAGE shall comply with all School safety and security criteria, as established by the School Administrator, and provide proper security and supervision in its use of the LICENSED AREA and maintain the LICENSED AREA safe and secure at all times during the VILLAGE's Period of Use. The VILLAGE acknowledges and agrees that the School Administrator shall have overall responsibility for the School site or operational issues impacting the LICENSED AREA and/or School site, including without limitation, building security and safety, and the VILLAGE shall comply with all such requirements and coordinate on an ongoing basis with the School Administrator to ensure the safety of students, staff, visitors, invitees and the public at all times. The VILLAGE shall promptly notify the BOARD or its designee of any and all notices or communications received by the VILLAGE from any jurisdictional entity, as well as provide notice to the BOARD of any incidents that occurred, in relation to any safety issues or law enforcement incidents on the LICENSED AREA or elsewhere on the School site. Thereafter, the VILLAGE shall provide the BOARD with all information reasonably requested by the BOARD, and shall cooperate with the BOARD in implementing any policies or procedures by the VILLAGE required to mitigate any further incidents in this regard. This representation by the VILLAGE shall constitute a material inducement for the BOARD to enter into this Agreement.

The Parties agree that the LICENSED AREA shall be closed from time to time to complete maintenance activities. The Parties agree that the method, scope and scheduling of any such closure shall be determined by the BOARD or designee.

Notwithstanding any other provisions of this Agreement, the VILLAGE acknowledges and agrees that the VILLAGE shall comply with Miami-Dade County Emergency Orders, as each Order may be subsequently modified or amended, as well as any other local, County, State, School Board or Federal Order currently in place or that may be implemented related to a pandemic crisis ("**Emergency Orders**") at all times during the Village's Period of Use of the LICENSED AREA. These restrictions may include, but are not limited to, social distancing requirements, site supervision to ensure compliance, requirements for Personal Protective Equipment, closure of

facilities or restrictions on maximum capacity, etc., and the VILLAGE shall provide to the BOARD sufficient documentation acceptable to the BOARD certifying compliance, at the VILLAGE's sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the BOARD relating thereto. It is understood and agreed that, by virtue of accepting possession of the LICENSED AREA or continuing use and occupancy of same, the VILLAGE certifies to the BOARD full compliance therewith, and further represents and certifies to the BOARD that it shall continue to be in full compliance, at the VILLAGE's sole cost and expense, with any and all requirements set forth in the Emergency Orders and any policies or requirements which may be established by the BOARD relating thereto, until such time as the VILLAGE notifies the BOARD otherwise in compliance with the provisions of Article XXVIII of this Agreement. Enforcement of these procedures is a condition precedent to the VILLAGE's continued use and occupancy of the LICENSED AREA under any Emergency Order or BOARD Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement.

The VILLAGE shall implement and make known to the public by way of an easily accessible means (which shall include, without limitation, by posting fliers in the LICENSED AREA), at its sole cost and expense, an online application and phone number for the public to provide any feedback and/or complaints with respect to the VILLAGE's and AFA's use and operations at the LICENSED AREA. Any such feedback and/or complaints shall be communicated by the VILLAGE to the School Administrator in a timely fashion, and the VILLAGE shall retain all responsibility to address and resolve the feedback and/or complaints, and to timely communicate its actions with respect to such feedback and/or complaints to both the individual initiating the feedback and/or complaints and the School Administrator. In addition, the VILLAGE shall provide to the BOARD and the School Administrator a monthly report listing any feedback and/or complaints and the actions taken by the VILLAGE in connection therewith.

The VILLAGE shall cause AFA, and any other third parties who use the LICENSED AREA, by, through or under the VILLAGE, to comply with the terms and provisions of this Article VI.

VII.

CONSTRUCTION ACCESS AND IMPROVEMENTS TO THE LICENSED AREA

As set forth in Article III, effective with the Effective Date of this Agreement, the BOARD does hereby grant to the VILLAGE, the right and privilege to access the LICENSED AREA, with full right of ingress thereto and egress therefrom, for the specific and limited purpose of installing new chain link fencing, a minimum of 6 feet in height within the LICENSED AREA, at the VILLAGE's sole cost and expense, as substantially depicted in **Exhibit "D"** attached hereto and made a part hereof, which work shall be a condition precedent to the VILLAGE's occupancy and use of the LICENSED AREA (the "**Fence Work**"). Subsequent to completion of construction of the Fence Work, which is a condition precedent, the VILLAGE shall also have the right to modify existing improvements within the LICENSED AREA and/or construct new improvements within the LICENSED AREA, all at the VILLAGE's sole cost and expense, as substantially depicted in **Exhibit "C-1**" attached hereto and made a part hereof (the "**Improvements**"). The Fence Work and Improvements as depicted in **Exhibit "D"** and **Exhibit "D-1"**, along with any future recreational improvements to be constructed by the VILLAGE on the LICENSED AREA are collectively referred to herein as the "**Work**"). The VILLAGE acknowledges and agrees that as part of the VILLAGE's improvements to the playfield as set forth in Exhibit "C-1", the BOARD may, at the Board's sole option, require that the VILLAGE include additional markings in the new turf soccer fields (the "**Soccer Fields**") to allow for multi-purpose use of such field by the Parties.

Construction of the Work shall commence (as evidenced by visible construction work on the LICENSED AREA and not site development work) no later than nine (9) months following the Effective Date (the "**Estimated Commencement Date**"), and the VILLAGE shall diligently and continuously pursue completion of the Work such that the Work shall be completed no later than the date which is twelve (12) months following commencement of the Work (the "**Completion Deadline**"), unless such Completion Deadline is extended by the BOARD; provided, however, that the Fence Work shall be completed within ninety (90) days following the Effective Date of this Agreement, unless otherwise agreed to by the Parties. The VILLAGE and the BOARD hereby approve the construction and phasing schedule attached to this Agreement as **Exhibit "E"** and incorporated herein for completion of the Work (the "**Construction and Phasing Schedule**"), which Construction and Phasing Schedule includes any Exclusion Dates during which

construction shall not be permitted, any critical path performance dates, and recognizes the School's use of the LICENSED AREA (and/or any portions thereof) for school activities during construction of the Work (including, without limitation, physical education activities). Upon commencement of the Work and the request of either party, the BOARD and the VILLAGE will confirm in writing the date of commencement of the Work. The Work shall be deemed completed upon the date of issuance of a Certificate of Occupancy, Certificate of Completion, or equivalent ("**CO**") by the BOARD'S Building department for the Work, which document shall be attached hereto and made a part hereof as **Exhibit "C"** (such date is referred to herein as, the "**Commencement Date**").

The VILLAGE acknowledges and agrees that as a precondition to commencing any portion of the Work, the VILLAGE shall be responsible for payment to the BOARD of the cost to be borne by the BOARD for jurisdictional plan review, permitting, and inspections related to the Work. The VILLAGE shall submit payment to the BOARD for the cost of such plan review, permitting and inspection services prior to commencement by the BOARD's consultant of such services. In addition, the VILLAGE further acknowledges and agrees that as a condition precedent to commencing any portion of the Work within the LICENSED AREA, the VILLAGE shall prepay to the BOARD _____ Percent (___%) of the estimated cost of the Work for project management related tasks, including serving as the liaison between the BOARD and VILLAGE for any design and construction activities within the LICENSED AREA. In that capacity, the BOARD shall assist the VILLAGE in preconstruction services, jurisdictional plan review, and other services required to facilitate the Work.

All Work shall be completed by the VILLAGE, at the VILLAGE'S sole cost and expense. Any substantive change to the Work shall be approved by the BOARD. The VILLAGE acknowledges and agrees that the VILLAGE'S occupancy and use of the LICENSED AREA for purposes of constructing the Work shall not commence until the CO is issued for the Fence Work. The VILLAGE further acknowledges and agrees that the VILLAGE shall not commence use of any of the Improvements to be constructed within the LICENSED AREA until the CO is issued for the Improvements. The VILLAGE agrees that prior to the commencement of construction of any portion of the Work by the VILLAGE or its contractors, including the Fence Work, at the LICENSED AREA, the VILLAGE shall submit the site plan and plans and specifications, as required by the BOARD, for review and approval in writing by the BOARD, or its designee, which

the BOARD may approve or disapprove at its sole authority and discretion. All plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. In no event shall the site plan and/or the plans and specifications for the Work be deemed approved by the BOARD due to the BOARD's failure to respond to any requests for approval. Any and all warranties between the VILLAGE and its architect/engineer of record shall flow to the BOARD in the event of errors and omissions. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the BOARD. All Work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the VILLAGE shall provide evidence of same to the BOARD prior to commencement of any portion of the Work. The VILLAGE'S contractors must be pre-qualified by the BOARD, in accordance with District and BOARD Policies before commencing the Work or any construction activities on the LICENSED AREA or any other portion of the School. All Work shall be at the sole cost and expense of the VILLAGE and in compliance with all applicable laws, rules, and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and District design criteria and standards, as the same may be amended from time to time.

The BOARD'S Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the BOARD'S Building department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the District criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by the VILLAGE upon completion of the Work, and evidence of same, satisfactory to the BOARD, shall be provided without demand. All Work shall be limited to those areas designated in the plans, and the VILLAGE shall have no authority to access any other portions of the School not part of the LICENSED AREA, except as otherwise provided for in this

Agreement or as authorized in writing by the BOARD, or its designee, in its sole discretion and on an as-needed basis.

The Work shall conform at all times to the safety criteria established with and approved by the BOARD, or its designee, and shall neither unreasonably disrupt or interfere with the BOARD'S operations at the School. The VILLAGE and its contractors shall take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the School Administrator and assigned District Project Manager to assure the safety of the BOARD'S students, staff, visitors, invitees and the public at all times. In addition, the VILLAGE and its contractors shall work closely with the School Administrator and assigned District Project Manager to assure the Work does not interfere with or disrupt any of the School's or District's educational activities or operations, including, without limitation, School testing. The VILLAGE shall make every reasonable effort to ensure that construction related activities to be performed within the LICENSED AREA are conducted during non-School hours, and the VILLAGE'S activities shall neither unreasonably disrupt nor interfere with the School's daily operations. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event the VILLAGE requires access to the LICENSED AREA for any other reason, the VILLAGE shall first secure the approval of the School Administrator. In addition, the VILLAGE agrees to minimize noise, dust and/or odor during construction within the LICENSED AREA to the extent possible and shall work collaboratively with the School Administrator in this regard.

If the BOARD, or its designee, requests that the VILLAGE cease any work within the LICENSED AREA due to unreasonable interference to the School or otherwise or violation of any applicable rules and regulations or the BOARD'S criteria, then the VILLAGE shall immediately discontinue its activities at the LICENSED AREA, and shall proceed only after the BOARD, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized the VILLAGE to continue. In addition, the BOARD, or designee may, at its sole option, require the VILLAGE to cease construction activities during periods of School testing, in which event the VILLAGE shall immediately discontinue its activities at the LICENSED AREA, and shall proceed only after the BOARD, or its designee, has authorized the VILLAGE to continue.

The VILLAGE shall cause each and every of its contractors and subcontractors performing any work within the LICENSED AREA to indemnify, defend and hold harmless the BOARD, its

employees and representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, the VILLAGE shall require the VILLAGE'S contractor(s) to provide the BOARD with insurance certificates evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage and not less than $2 Million covering such claims in the aggregate, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VILLAGE'S contractors and subcontractors, in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of the VILLAGE'S contractors and subcontractors, as required by Florida Statutes, and (4) Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. The VILLAGE'S contractors and subcontractors shall maintain such insurance at all times while conducting construction related activities throughout the term of this Agreement.

The VILLAGE covenants and agrees that it shall indemnify, hold harmless and defend the BOARD from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by the VILLAGE within the LICENSED AREA or elsewhere on the School campus. In addition, the VILLAGE shall cause each and every of its contractors and subcontractors performing work at the LICENSED AREA (hereinafter collectively referred to as "**VILLAGE'S Contractors**", and individually as the "**VILLAGE'S Contractor**") to further covenant and agree, at the VILLAGE'S Contractors' own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from, or incidental to the VILLAGE'S Contractors performance under any contract by and between the VILLAGE and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of this Agreement. Furthermore, the VILLAGE and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with VILLAGE'S Contractors to survive the cancellation, early

termination or expiration of any and all contracts by and between the VILLAGE and/or its assigns and any VILLAGE'S Contractors.

If, as a result of the VILLAGE'S actions in the performance of the Work, or failure to act, portions of the LICENSED AREA or School are damaged, in the sole opinion of the BOARD, then the VILLAGE shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to such action. The VILLAGE shall complete the necessary repairs within thirty (30) days of receipt of written notice from the BOARD. In the event that the VILLAGE is unable to complete the repair work within said thirty (30) day period, the VILLAGE shall provide the BOARD with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If the VILLAGE fails to complete the repair work within the prescribed time frame, then the BOARD, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at the VILLAGE'S sole cost and expense. The VILLAGE covenants and agrees that it shall reimburse the BOARD for this work within thirty (30) days of receipt from the BOARD of an invoice for same, accompanied by such documentation as may be reasonably required by the VILLAGE to substantiate the nature and completeness of the work. In the alternative, the BOARD may instead place the VILLAGE in default under this Agreement.

Notwithstanding the foregoing, in the event of damage to the LICENSED AREA or School site caused by the VILLAGE or its agents, contractors or invitees, resulting in a significant impact to operations or the safety and well-being of the BOARD'S students, staff and visitors, and requiring immediate repair, as determined by the BOARD at the BOARD'S sole discretion, the BOARD may, at the BOARD'S sole discretion, complete the necessary repairs, at the VILLAGE'S sole cost and expense.

If required by the BOARD, at the BOARD'S sole determination, prior to the start of any construction activities at the School, and irrespective of the VILLAGE'S estimate of the cost of construction of the Work, the VILLAGE shall provide to the BOARD a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by the BOARD. The Bond may be in the form described in Florida Statutes §255.05 or otherwise, so long as all protections and relevant provisions set forth in §255.05 are provided to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Agreement.

The VILLAGE shall not permit any liens to be filed or attached to the LICENSED AREA or School for any reason whatsoever, including, but not limited to, as a result of the Work performed by the VILLAGE pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, the VILLAGE shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of the VILLAGE, and the VILLAGE shall cure said violation(s) within thirty (30) days of receipt thereof, at the VILLAGE'S sole cost and expense. Should the VILLAGE fail to comply with this requirement, then the BOARD may, by its own effort, cause such lien or other violations to be removed of record and cured. The VILLAGE shall be liable to the BOARD for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the BOARD.

It is expressly understood by the Parties that the VILLAGE shall not commence any of the Work or construction activities within the LICENSED AREA or at or about the School site until the BOARD, or its designee, has received all items stipulated in this Agreement and has notified the VILLAGE, in writing, as to the approved date for the start of Fence Work and/or the Improvements At the completion of any portion of the Work, the VILLAGE shall secure an inspection of the Work from the BOARD'S designee, verifying that the Work on the LICENSED AREA has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the BOARD'S designee attests to the satisfactory completion of the Work. In addition, the VILLAGE agrees that the VILLAGE or the VILLAGE'S Contractors shall restore the LICENSED AREA to a condition that is safe and usable, including without limitation, the removal and/or disposal of equipment, materials, personal property, debris and/or trash, all at the sole cost and expense of the VILLAGE. The VILLAGE shall provide to the BOARD all as-built drawings, Warranties, test data, and any other documents related to the Work, and will provide proof of closure of any and all permits related to the Work, without demand and at no cost to the BOARD.

Failure of the VILLAGE to either (i) complete the Fence Work within ninety (90) days of the Effective Date, (ii) commence the Work by the Estimated Commencement Date, or (iii) complete the Work by the Completion Date, shall constitute a breach under this Agreement, and

in addition to the rights and remedies of the BOARD set forth in Article XVII of this Agreement, at the BOARD's option, may result in the automatic termination of this Agreement for cause, irrespective of Article XVII of this Agreement. In addition, the Parties acknowledge and agree that the Improvements will be completed by the VILLAGE in phases, substantially in conformance with the timeframes set forth in the Construction and Phasing Schedule**.** Failure of the VILLAGE to complete the Improvements within the timeframes set forth in the Construction and Phasing Schedule, or some other period of time as mutually agreed to by the Parties, shall constitute a breach under this Agreement, and in addition to the rights and remedies of the BOARD set forth in Article XVII of this Agreement, at the BOARD'S option, may result in the automatic termination of this Agreement for cause, irrespective of Article XVII of this Agreement. In such event, the VILLAGE covenants and agrees to restore the LICENSED AREA, at the VILLAGE'S sole cost and expense, to the same or better condition existing prior to the Effective Date of this Agreement.

In addition to the Work to be constructed by the VILLAGE as described in **Exhibit "D"** and **Exhibit "D-1"**, in the event the VILLAGE wishes to make any other improvements within the LICENSED AREA or elsewhere on the School site during the term of this Agreement ("**Additional Improvements**"), the VILLAGE shall provide the BOARD with a written request, in accordance with Article XXVIII hereof, detailing the proposed improvements to be made, which the BOARD or its designee may approve or disapprove at its sole authority. Any such Additional Improvements shall be at the sole cost and expense of the VILLAGE, and all terms of this Agreement, as it may be amended, relating to the construction and operation of the Work, shall govern the construction and operation of said Additional Improvements. Notwithstanding the foregoing, the VILLAGE acknowledges and agrees that any Additional Improvements to any other portions of the LICENSED AREA may not take place without an amendment to this Agreement in full compliance with Section 1013.15(1), F.S., specifically modifying the description and use of the LICENSED AREA.

All improvements or facilities installed, operated and maintained by the VILLAGE within the LICENSED AREA pursuant to this Agreement shall become the property of the BOARD, without compensation due to the VILLAGE, at such time as the BOARD accepts installation of same as being final and in compliance with all appropriate regulations.

The VILLAGE acknowledges and agrees that the BOARD, at its sole option, may construct recreational or educational facilities on the School site, and maintain equipment related to the construction of any such facilities thereon, at such time as the BOARD determines such a need. The BOARD shall notify the VILLAGE of its intent to construct such facilities.

VIII.

MAINTENANCE AND CUSTODIAL SERVICES

The VILLAGE shall be responsible, at its sole cost and expense, for providing all maintenance, repair, replacement and upkeep of the LICENSED AREA, including, without limitation, the Soccer Fields, at the VILLAGE's sole cost and expense, including any improvements now located or to be constructed thereon, as is necessary to keep the same in a good, safe and code-compliant condition at all times, with the exception of the mowing the lawn in the LICENSED AREA which shall remain the responsibility of the BOARD.

Notwithstanding the above or any other provisions of this Agreement, the VILLAGE shall be solely legally responsible and fully liable for compliance with all maintenance requirements and mitigating measures, under any Emergency Order or BOARD Policy relating thereto, during the Village's Period of Use, at the VILLAGE's sole cost and expense. Enforcement of these procedures is a condition precedent to the VILLAGE's continued use and occupancy of the LICENSED AREA under any Emergency Order or BOARD Policy related thereto. Non-compliance with the foregoing procedures and requirements shall be deemed a material breach of this Agreement.

During the VILLAGE's Period of Use, the VILLAGE shall be responsible for providing all custodial or janitorial services in the LICENSED AREA, including, without limitation, pick-up and removal of trash and litter within the LICENSED AREA generated during the VILLAGE's Period of Use. During the BOARD's Period of Use, the BOARD shall be responsible for providing all custodial or janitorial services to in the LICENSED AREA, including, pick-up and removal of trash and litter within the LICENSED AREA generated during the BOARD'S Period of Use. All such maintenance and custodial/janitorial services, whether provided by, through or under the VILLAGE or the BOARD shall be in accordance with the BOARD's standards, operating procedures and frequency of service.

IX.

INSURANCE

The VILLAGE shall, on or before the Effective Date of this Agreement, and all times during the Term of this Agreement, provide the BOARD with confirmation of the VILLAGE'S self-insurance program in a form and substance acceptable to the BOARD or its designee, or, in the alternative, proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage and not less than $2 Million covering such claims in the aggregate, provided, however, that following the completion of the Work, such Commercial General Liability Insurance shall be in an amount not less than $2 Million combined single limit per occurrence for bodily injury and property damage and not less than $5 Million covering such claims in the aggregate, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VILLAGE, in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of the VILLAGE as required by Florida Statutes and (4) during construction of the Work, Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. In addition to the foregoing, following completion of the Work, the VILLAGE shall maintain the following insurance and provide proof thereof to the BOARD: "all-risk" or "special form" property insurance covering all of the Improvements in the LICENSED AREA and the VILLAGE's personal property in, on or at the LICENSED AREA, including, without limitation, any trade fixtures and equipment, at the full replacement cost of the foregoing. Such policy must be written in amounts of coverage that meet any coinsurance requirements, must include vandalism and malicious mischief coverage. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be named as an additional insured on all liability coverages held by the VILLAGE, AFA and any other party as required herein except Workers' Compensation Insurance. All insurance policies are to be written by insurance companies qualified to do business in the State of Florida. Proof of coverage shall be provided to the BOARD on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the BOARD on or before the Effective Date of this Agreement, and shall remain in full force and effect during the

term of this Agreement, and the VILLAGE shall furnish to the BOARD, without demand, evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then current policy. The VILLAGE shall also cause AFA to carry the insurance policies required to be maintained by this Article IX and provide proof of such insurance to the BOARD. Additionally, during construction of the Work, any contractor and subcontractor performing the Work shall carry, at such contractor or subcontractor's sole cost and expense, the insurance policies required to be maintained by this Article VII. The VILLAGE shall cooperate with the BOARD in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim under any of the policies of insurance maintained by the VILLAGE, and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

X.

UTILITIES AND OTHER SERVICES

In the event the VILLAGE utilizes, constructs or causes to construct any improvements requiring utility service, including any existing improvements now located within the LICENSED AREA, as determined by the BOARD, the VILLAGE shall be responsible for installation and payment of any and all such utilities including, but not necessarily limited to electricity, field lighting, parking lot lighting, potable and irrigation water, sewer, storm water, trash and garbage. The VILLAGE shall install separate services and/or meters in its name and shall pay for such services at its sole cost and expense.

In addition, the VILLAGE shall secure all necessary jurisdictional approvals, and assume any and all liability related to the maintenance, repair and replacement of water/sewer facilities, known or unknown, located on the LICENSED AREA, including two (2) existing utility easements, or any other utility easements now located or to be located on the LICENSED AREA or School Site, generated or impacted as a result of the Work. The BOARD shall have no liability for the ongoing operation and use of the improvements to be constructed by the VILLAGE under this Agreement, or ongoing operations of the School, or replacement thereof necessitated by such activities, and for the impact on the VILLAGE's use of the LICENSED AREA during any interruption of said use. In the event maintenance, repair or replacement of such water/sewer or other facilities impacts any portion of the improvements to be constructed by the VILLAGE under this Agreement, the VILLAGE shall be responsible, at the VILLAGE's sole cost and expense, for

repair or replacement of said improvements in full compliance with rules, regulations, terms and conditions which may be imposed by the applicable jurisdictional entity and the BOARD.

The VILLAGE shall notify the BOARD in a timely manner of any utility agreements requiring the approval and/or joinder of the BOARD as property owner. The BOARD will cooperate as necessary, subject to review and approval of any such agreements or documents by the BOARD or its designee, in its sole authority and discretion. It is understood and agreed that the BOARD shall not execute any agreements, other than joinders which shall be deemed strictly as evidence of consent of property owner and without any responsibility or liability whatsoever thereunder. The foregoing includes, but it is not limited to WASD Agreements and any off-site improvements which may be required by any jurisdictional agency.

XI.

INDEMNIFICATION AND HOLD HARMLESS

The VILLAGE does hereby agree to indemnify and hold harmless the BOARD, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the VILLAGE shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the VILLAGE arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the VILLAGE and the acts or omissions of AFA. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party.

The BOARD does hereby agree to indemnify and hold harmless the VILLAGE, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the BOARD. However, nothing herein shall be deemed

to indemnify the VILLAGE from any liability or claim arising out of the negligent performance or failure of performance of the VILLAGE and the acts or omissions of AFA, or as a result of the negligence of any unrelated third party.

The VILLAGE agrees, at its own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to performance under this Agreement, and to cause AFA and each and every of the VILLAGE's Contractors to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to any construction costs and expenses for improvements made by the VILLAGE, AFA, and/or the VILLAGE's Contractors.

The VILLAGE agrees, at its own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to the AFA Agreements, the VILLAGE's dealings with AFA and AFA's use of the LICENSED AREA. The provisions of this Article shall survive the expiration or early termination or cancellation of this Agreement.

XII.

NO LIABILITY FOR PERSONAL PROPERTY

The Parties agree to insure or self-insure their interests in personal property to the extent each Party deems necessary or appropriate and hereby waive all rights to recovery for loss or damage of such property by any cause whatsoever.

XIII.

LIABILITY FOR DAMAGE OR INJURY

The BOARD shall not be liable for any damage or injury which may be sustained by the VILLAGE, AFA or any persons on or about the LICENSED AREA, other than damage or injury resulting from the negligent performance or failure of performance on the part of the BOARD, its agents, representatives or employees, and in such event the BOARD'S liability shall be subject to the limitations of Section 768.28, Florida Statutes. The BOARD shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

The VILLAGE shall not be liable for any damage or injury which may be sustained by the BOARD or any persons on or about the LICENSED AREA, other than damage or injury resulting from the negligent performance or failure of performance on the part of the VILLAGE or the

actions or omissions of AFA, and their respective agents, representatives or employees, and in such event the VILLAGE'S liability shall be subject to the limitations of Section 768.28, Florida Statutes. The VILLAGE shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

The provisions of this Article shall survive the expiration, or early termination or cancellation of this Agreement.

XIV.

ASSIGNMENT AND SUBLETTING

Except as otherwise preapproved in this Agreement, the VILLAGE shall not, at any time during the term of this Agreement, sublet in part or whole the LICENSED AREA, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or, except for AFA under the AFA Agreements, allow any other individual or entity to operate or manage the LICENSED AREA, or permit the LICENSED AREA to be occupied by other persons, firms, corporations, or governmental units, without the BOARD'S prior written consent, which may be withheld at the BOARD'S sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a material breach under this Agreement, and may result in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement.

XV.

TERMINATION OF AFA AGREEMENTS

In the event the AFA Agreements are terminated, the VILLAGE shall provide written notice to the BOARD, as set forth in Article XXVIII, within five (5) days of such termination. In such event, the BOARD shall have the right to immediately terminate this Agreement upon written notice to the VILLAGE; the VILLAGE shall remain liable for the construction and completion of the WORK and the VILLAGE's maintenance obligations as set forth in this Agreement, at the VILLAGE's sole cost and expense. The VILLAGE shall have the right to contract with a replacement entity to construct the Work and operate or manage the LICENSED AREA in accordance with this Agreement. Such replacement entity and any agreements for the development and/or management of the LICENSED AREA between the VILLAGE and such replacement entity shall be subject to the BOARD's written approval, in its sole and absolute discretion, and the provisions of this Agreement applicable to AFA shall apply to such replacement entity.

XVI.

CANCELLATION

In addition to the provisions of Article XVII and Article XX, at any time following the date which is seven (7) years following the Effective Date, the BOARD shall have the right to cancel the Agreement, in whole or in part, with six (6) months advance written notice to the VILLAGE, if the BOARD determines that the LICENSED AREA, in whole or in part, is needed for educational or other purposes, as determined by the BOARD in its sole discretion. In the event the BOARD cancels this Agreement as a result of the BOARD determining that the LICENSED AREA is needed for educational or other District purposes pursuant to this Article XVI after the seventh (7th) anniversary of the Effective Date, the Parties agree to utilize best efforts to enter into a new Joint Use Agreement, which will permit use of an amended Licensed AREA for the remainder of the term provided for in Article III, if possible. At minimum, the Village shall have access to the walking path for at least 15 years.

The Parties acknowledge and agree that any material breach of this Agreement may result in the immediate cancellation of this Agreement, irrespective of Article XVII of this Agreement.

XVII.

DEFAULT

The BOARD shall notify the VILLAGE in writing regarding the VILLAGE'S failure to perform or to comply with the terms and condition of this Agreement. If the VILLAGE breaches its obligations to pay the Minimum Fee, the Revenue Sharing Payment and any other sum due to the BOARD under this Agreement and the breach continues for fifteen (15) business days after receiving written notice from the BOARD specifying such breach, then, in addition to any other right or remedy given hereunder, at law or in equity for such breach (all of which shall be cumulative), the BOARD shall have the immediate right to terminate this Agreement, without penalty, by written notice to the VILLAGE. If the VILLAGE is in breach of any non-monetary obligation of the VILLAGE under this Agreement and the VILLAGE fails to cure the default within thirty (30) days after receiving written notice or does not provide the BOARD with a written response indicating the status of the VILLAGE'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, then, the BOARD shall have the following rights and

remedies, all of which shall be cumulative and in addition to any other right or remedy given hereunder or available at law or in equity: (i) terminate this Agreement, without penalty, upon ten (10) days additional written notice to the VILLAGE, (ii) seek the equitable remedy of specific performance; provided, however, that if the equitable remedy of specific performance is impracticable or otherwise unavailable, then the BOARD shall have the right to pursue an action to recover the BOARD's damages against the VILLAGE, or (iii) perform the obligations of the VILLAGE, including, without limitation, completing the Work, whereupon the VILLAGE shall be obligated to reimburse the BOARD for the costs so incurred by the BOARD. In the event the BOARD elects to complete the Work as provided in (iii) above and the AFA Agreements are in effect, the BOARD may elect, but is not required, in its sole and absolute discretion, to allow AFA to continue to complete the Work. The Village and AFA shall require, in their construction contracts with contractor(s), a provision for liquidated damages since it is not possible to ascertain damages at this time. Any liquidated damages imposed in regard to Board owned property shall be paid to the School Board, liquidated damages imposed in regard to Village property shall be paid to the Village.

The VILLAGE shall notify the BOARD in writing regarding the BOARD'S failure to perform or to comply with the terms and conditions of this Agreement. If the BOARD fails to cure the default within thirty (30) days after receiving written notice or does not provide the VILLAGE with a written response indicating the status of the BOARD'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the VILLAGE shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD.

In the event of termination due to default by either Party, which default is not cured, the VILLAGE shall surrender and vacate the LICENSED AREA in compliance with Article XXI of this Agreement.

XVIII.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, the Parties agree that each Party shall and may peaceably have, hold and enjoy the LICENSED AREA, without hindrance or interference by the other Party.

XIX.

RIGHT OF ENTRY

Other than in the event of an emergency and subject to the provisions of Article XXXI, after first providing reasonable notice to the VILLAGE, the BOARD, or any of its agents, representatives or employees, shall have the right to enter the LICENSED AREA during the VILLAGE's Period of Use to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the LICENSED AREA, provided such activities do not unreasonably interfere with the VILLAGE'S use of the LICENSED AREA.

XX.

TAXES AND REGULATORY COMPLIANCE

The VILLAGE shall be responsible for the collection and payment of any taxes, fees, operating permits, licenses, or other assessments, if any, including but not limited to sales tax and ad valorem tax, all licenses, permits or other taxes, which may be imposed on the LICENSED AREA or the School, as a result of the license, use, and occupancy of the LICENSED AREA by the VILLAGE or any other party by, through or under the VILLAGE.

If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to the VILLAGE'S license, use or occupancy of the LICENSED AREA, the VILLAGE acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, including any upgrades, modifications or changes, at the VILLAGE'S sole cost and expense.

Non-compliance with the provisions of this Article XX shall be deemed a material breach of this Agreement.

XXI.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, the VILLAGE agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the LICENSED AREA to the BOARD in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. The VILLAGE shall promptly remove all of the VILLAGE'S personal property and other items

belonging to the VILLAGE from the LICENSED AREA, including any signage installed by the VILLAGE (and, in each case, any third-parties using the LICENSED AREA by, through or under the VILLAGE). In addition, upon the expiration, cancellation or termination of this Agreement, the VILLAGE agrees, at the BOARD'S sole option, to remove any improvements or other facilities constructed by the VILLAGE on the LICENSED AREA, and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement.

The VILLAGE shall promptly return all keys and other items belonging to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the LICENSED AREA. Any of the VILLAGE'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXII.

AMENDMENTS

In addition to the requirements set forth elsewhere in this Agreement, the BOARD and VILLAGE, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement, which shall be accomplished through the execution by the Parties of an amendment to this Agreement. Such amendments shall be effective only when signed by the BOARD and VILLAGE and shall be incorporated as part of this Agreement in compliance with all applicable laws, including, without limitation, Section 1013.15(1), F.S.

XXIII.

NON-DISCRIMINATION

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, ethnic or national origin, citizenship status, mental or physical handicap, genetic information, age, political beliefs, sexual orientation, gender, gender identification, marital status, social and family background, linguistic preference, pregnancy or as otherwise provided by law, in the use of the LICENSED AREA. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the LICENSED AREA by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXIV.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXV.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida.

XXVI.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXVII.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or the VILLAGE. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXVIII.

NOTICE AND GENERAL CONDITIONS

A. As set forth elsewhere in this Agreement, any correspondence between the VILLAGE and AFA dealing with notice(s) of default, are to be timely provided to the BOARD. Additionally, all notices or communications under this Agreement by either Party to the other ("**Notice**"), shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable

overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to BOARD:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: RPerez6@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
The Office if the General Counsel
1450 NE Second Avenue, Room 400
Miami, FL 33132
Attn: General Counsel Walter Harvey
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and
jiafelice@dadeschools.net

In the case of notice or communication to the VILLAGE:

_____
_____
_____
Attn:_____
Fax:_____
E-mail:_____

With a copy to:

_____
_____
_____
Attn:_____
Fax:_____
E-mail:_____

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the BOARD to grant or deny any consent and/or approval of any documents and/or agreements that require the BOARD's consent and approval pursuant to this Agreement and all approvals or waivers required by the Agreement dealing with construction of improvements, changing periods or schedules of use, authorizing use of the LICENSED AREA by a not-for-profit entity, or any other routine operational issues.

D. In addition to the above, for purposes of the Agreement, the Superintendent of Schools shall be the party designated by the BOARD to execute amendments to this Agreement, and to grant or deny any approvals required by the Agreement, including placing the VILLAGE in default, and canceling or terminating the Agreement, as and to the extent authorized to do so pursuant to the resolutions and recommendations of the members of the BOARD authorizing this Agreement or any amendment hereto.

E. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "**Day**" or "**day**" as used in this Agreement shall be defined as calendar day, unless otherwise provided. References to "**Holidays**" and "**holidays**" in this Agreement shall refer to the holidays and/or breaks as set forth in the School Calendar. Counsel for the BOARD and Counsel for the VILLAGE may deliver Notice on behalf of the BOARD and the VILLAGE, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

XXIX.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by the VILLAGE or BOARD, in the event the LICENSED AREA, in whole or in part, should be destroyed or so damaged by fire, windstorm or other casualty to the extent the LICENSED AREA is rendered untenantable or unfit for the purposes intended, the VILLAGE shall be obligated to repair or replace the damaged/destroyed facilities to the same condition or better than as previously existed prior to the casualty, at the VILLAGE's sole cost and expense. The VILLAGE shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the BOARD may, at its sole option, place the VILLAGE in default. Notwithstanding this requirement, the BOARD, at its sole option, may elect to cancel the Agreement, or allow the VILLAGE to cancel the Agreement, provided the VILLAGE places the improvements in a safe and secure condition prior to the effective date of cancelation.

Any damage or destruction sustained to all or portions of the LICENSED AREA that can be substantiated as having been caused as a result of the actions of one Party shall be repaired by such Party at such Party's sole cost and expense. In that event, the responsible Party shall cause the damaged/destroyed facilities to be repaired or replaced, and placed to the same condition or better than as previously existed prior to the damage or destruction within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the other Party may, at its sole option, place the Party responsible for the repairs in default. The VILLAGE shall be responsible under this Article XXIX for any damage caused by, through or under AFA. Additionally, the VILLAGE shall repair any vandalism to the LICENSED AREA and/or School during the VILLAGE's Period of Use. The VILLAGE shall also be required

to reimburse the BOARD for any required overtime costs for BOARD personnel due to any damage to the LICENSED AREA and/or School during the VILLAGE's Period of Use.

The Parties agree that in the event of cancellation of the Agreement due to damage or destruction, the Parties shall surrender the LICENSED AREA in compliance with Article XX of this Agreement.

XXX.

SIGNAGE

The VILLAGE may erect, at its sole cost and expense, identification signage within the LICENSED AREA, subject to the prior written approval of the BOARD, or its designee, and in conformance with all rules and regulations governing public schools.

Upon the termination, expiration or cancellation of this Agreement, the VILLAGE shall remove from the LICENSED AREA, at the VILLAGE'S expense, any signage erected by, through or under the VILLAGE, and restore the area to the same or better condition as existed prior to the installation of such signage.

XXXI.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the School or LICENSED AREA, or arising from the VILLAGE's and AFA's use or occupancy of the LICENSED AREA, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the LICENSED AREA. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the LICENSED AREA, or that arises at any time from use or occupancy of the LICENSED AREA.

The VILLAGE shall not cause or permit to occur: (a) any violation of any Environmental Law in the LICENSED AREA, or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the LICENSED AREA, or the transportation to or from the LICENSED AREA of any Hazardous Substance.

The VILLAGE shall, at the VILLAGE'S expense, comply with all applicable Environmental Laws with respect to the LICENSED AREA and School, and shall be responsible under this Article XXXI for compliance with Environmental Laws by, through or under AFA. The VILLAGE shall, at the VILLAGE's own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the LICENSED AREA during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by, through or under the VILLAGE with respect to the LICENSED AREA or School, then the VILLAGE shall, at the VILLAGE'S own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The VILLAGE shall promptly notify the BOARD of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the LICENSED AREA or elsewhere on the School site, and shall promptly provide the BOARD with all information reasonably requested by the BOARD regarding the VILLAGE's use, generation, storage, transportation or disposal of Hazardous Substances in or at the LICENSED AREA.

The obligations and liability of the Parties under this paragraph shall survive the expiration or termination of this Agreement.

XXXII.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The VILLAGE shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law.

XXXIII.

SUBORDINATION

Notwithstanding any other provisions of this Agreement, this Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases, and the rights of the School and the rights of the BOARD under those leases and to all financing that may now or hereafter affect the leases or the School, or any portions thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the VILLAGE shall execute, within thirty (30) calendar days of receipt, any certificate that the BOARD may request.

XXXIV.

FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The PARTIES understand the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The PARTIES shall keep and maintain public records required to perform the service. The PARTIES shall keep records to show its compliance with this Agreement. The PARTIES' contractors and subcontractors must make available, upon request of a Party, or a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the PARTIES or its assigns, contractors or subcontractors which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from either PARTY, the PARTIES shall provide a copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. The PARTIES shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following the expiration or early termination or cancellation of this Agreement. The PARTIES, their assigns, contractors and sub-contractors shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). The PARTIES, upon completion of the Agreement, shall

maintain public records required by to perform the service. The PARTIES shall meet all applicable requirements for retaining public records. **IF THE VILLAGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prradadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.**

IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____.

XXXV.

USE OF FACILITY AS A REVENUE GENERATOR

Except as otherwise expressly permitted by this Agreement, the BOARD shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with BOARD Policies, relating to the LICENSED AREA, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with the VILLAGE's rights to peaceful enjoyment of the LICENSED AREA.

XXXVI.

REPRESENTATIONS

The VILLAGE has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the VILLAGE of its obligations under this Agreement, have been duly authorized by all necessary action of the VILLAGE, and do not contravene or conflict with any rules, regulations, policies or laws governing the VILLAGE, or any other agreement binding on the VILLAGE. The individual(s) executing this Agreement on behalf of the VILLAGE has/have full authority to do so.

The BOARD has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the BOARD of its obligations under this Agreement, have been duly authorized by all necessary action of the BOARD, and do not contravene or conflict with any rules, regulations, policies or laws governing

the BOARD, or any other agreement binding on the BOARD. The individual(s) executing this Agreement on behalf of the BOARD has/have full authority to do so.

XXXVII.

BACKGROUND SCREENING REQUIREMENTS AND COMPLIANCE WITH SCHOOL CODE

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, Board Policies 6320 and 8475, as amended from time to time, the VILLAGE agrees that the VILLAGE and AFA and all of their respective employees, agents, contractors, and subcontractors who provide or may provide services under this Agreement, including without limitation, any not-for-profit entity as outlined in Article VI of this Agreement, will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and Board Policies prior to entering or providing services relating to the LICENSED AREA.

Additionally, the VILLAGE agrees that each of the VILLAGE's and AFA's employees, representatives, agents, subcontractors or suppliers who are permitted access on the LICENSED AREA when students are present, who have direct contact with students or who have access to or control of School funds must meet level 2 screening requirements as described in the above-referenced Statutes and BOARD Policies.

Pursuant to the 2007 amendments to the Jessica Lunsford Act enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). In addition, the provisions of § 1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this Agreement that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said Statute.

A non-instructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. The VILLAGE will not be charged for this search. Further, upon obtaining clearance by the BOARD,

if BOARD deems necessary, BOARD will issue a photo identification badge which shall be worn by the individual at all times while on the LICENSED AREA when students are present.

The VILLAGE agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. The VILLAGE agrees to require all its affected employees to sign a statement, as a condition of employment with the VILLAGE in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the VILLAGE/Employer of any arrest(s) or conviction(s) of any offense enumerated in BOARD Policies 6320 and 8475 within 48 hours of its occurrence. The VILLAGE agrees to provide the BOARD with a list of all of the VILLAGE's and AFA's employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. The VILLAGE agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. The VILLAGE further agrees to notify the BOARD immediately upon becoming aware that one of its or AFA's employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by the VILLAGE to notify the BOARD of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for the BOARD, at its sole option, to place the VILLAGE in default.

The Parties further agree that failure by the VILLAGE to perform any of the duties described in this Article XXXVI shall constitute a material breach of the Agreement entitling the BOARD, at its sole option, to place the VILLAGE in default.

XXXVIII.

MISCELLANEOUS PROVISIONS

A. RECORDATION: This Agreement may not be recorded by either Party.

B. EMINENT DOMAIN: If all or portions of the LICENSED AREA are taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. The VILLAGE may pursue all available remedies for the taking but will have no interest in the award made to the BOARD.

C. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

D. BROKERS: The VILLAGE and Board both represent that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement.

E. PROMOTION: Other than activities undertaken to promote program(s) within the LICENSED AREA, the LICENSED AREA shall not be used for promotion or advertising of any type or nature whatsoever. Additionally, the BOARD retains the right at all times to require promotional initiatives or advertising by either the VILLAGE or AFA to be terminated or significantly modified, if the BOARD, in its sole determination, advises the VILLAGE that such promotional material is not in the BOARD's best interest or violates BOARD Policy in any way.

F. USE APPROVALS: The VILLAGE shall be responsible for determining and securing, at its sole cost and expense, all federal, state, county, municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals needed, if any, for the VILLAGE's use and operations at the LICENSED AREA, prior to commencement of the Agreement.

G. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement. Signatures transmitted via electronic means shall be deemed original signatures for all purposes hereunder.

H. TAX-EXEMPT STATUS: In addition to the provisions of Article XX of this Agreement, the VILLAGE acknowledges and agrees that in the event the tax-exempt status of the LICENSED AREA or School is rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or license of same pursuant to this Agreement, payment of any taxes or assessments imposed as a result thereof shall be remitted by the VILLAGE to the BOARD within ten (10) days of receipt of notice, without demand.

I. SOVEREIGN IMMUNITY: No provision contained in this Agreement shall be deemed a waiver of either Parties sovereign immunity.

J. SECURITY AND SUPERVISION: Notwithstanding any other provision of this Agreement, the VILLAGE acknowledges and agrees that it shall work through the District's Police

Department to secure the services of one or more off-duty District Police Officers (with the quantity of District Police Officers as established by the BOARD or designee), at the VILLAGE's sole cost and expense, to provide proper supervision and security of the LICENSED AREA at all times during the VILLAGE's Period of Use as further outlined in Article VI of this Agreement and during any other times in which the VILLAGE is permitted to use the LICENSED AREA pursuant to this Agreement. The VILLAGE shall require that AFA employ off-duty District Police Officers for security services under the AFA Agreements. Notwithstanding this requirement, the District's Police Department may elect, from time to time, to allow the VILLAGE to utilize sworn Police Officers other than District Police Officers to meet the VILLAGE's security and supervision obligations under this Agreement.

In addition to securing the service of one or more off-duty District Police Officers and complying with any and all Emergency Orders, as set forth above, the VILLAGE shall provide proper supervision of the LICENSED AREA using trained and qualified personnel, and keep the LICENSED AREA safe and secure at all times during the VILLAGE's use of the LICENSED AREA. The LICENSED AREA shall be attended at all times during the VILLAGE's and/or AFA's use of the LICENSED AREA, at the VILLAGE's sole cost and expense, by such personnel as are required to comply with the terms of this Agreement, and to maintain the LICENSED AREA safe and secure.

The VILLAGE acknowledges and agrees that the BOARD, at its sole option, may require the VILLAGE or AFA to increase, augment or modify the supervision and security provisions, including those dealing with quantity and placement of security personnel including off-duty District Police Officers, means and methods of vehicle parking, and pedestrian ingress/egress to the LICENSED AREA, and failure to meet these requirements shall be deemed a material breach of the Agreement.

The VILLAGE shall promptly notify the BOARD or its designee of any and all notices or communications received by the VILLAGE from any jurisdictional entity related to any health and safety issues or law enforcement incidents that occurred on or near the LICENSED AREA during the VILLAGE's and/or AFA's use of the LICENSED AREA. Thereafter, the VILLAGE shall provide the BOARD with all information reasonably requested by the BOARD, and shall cooperate with the BOARD in implementing any policies or procedures by the VILLAGE or AFA required to mitigate any further incidents in this regard.

References to the District Police Officers in this subsection K. shall mean Police Officers who serve on behalf of Miami-Dade County Public Schools.

K. STORMWATER EVALUATION. The BOARD and the VILLAGE shall continue to evaluate potential stormwater improvements within the LICENSED AREA, which would help mitigate flooding within the surrounding area and the School, which stormwater improvements, if agreed to by the Parties, shall be considered part of the Work for all purposes under this Agreement and shall be constructed by the VILLAGE, at its sole cost and expense.

L. FORCE MAJEURE. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within 10 business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 60 days following Notice given by it, the other Party may thereafter terminate this Agreement upon Notice.

XXXIX.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto, constitute the entire agreement between the Parties and supersede all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and the VILLAGE.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the BOARD and VILLAGE have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

WITNESSES AS TO THE BOARD:

_____
Print Name: _____

_____
Print Name: _____

BOARD:
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Jose L. Dotres
Superintendent of Schools
Date: _____

RECOMMENDED

_____
Raul F. Perez
Chief Facilities Design & Construction Officer
Date:

TO THE BOARD: APPROVED AS TO RISK MANAGEMENT ISSUES:
Office of Risk and Benefits Management

_____
Risk and Benefits Officer
Date: _____

TO THE BOARD: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
School Board General Counsel
Date: _____

TO THE BOARD: APPROVED AS TO TREASURY MANAGEMENT ISSUES:
Office of Treasury Management

_____
Treasurer
Date: _____

WITNESSES AS TO THE VILLAGE:

_____
Print Name: _____

_____
Print Name: _____

VILLAGE:
NORTH BAY VILLAGE

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____
VILLAGE Clerk
Date: _____

TO THE VILLAGE: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Village Attorney
Date: _____

EXHIBIT "A"
TO
JOINT USE AGREEMENT

LICENSED AREA

[consisting of __ pages, including this title page]

EXHIBIT "B"
TO
JOINT USE AGREEMENT

DRAFT AFA AGREEMENTS

EXHIBIT "C"
TO
JOINT USE AGREEMENT

CERTIFICATE OF OCCUPANCY, CERTIFICATE OF COMPLETION OR EQUIVALENT

[consisting of __pages, including this title page]

[to be attached upon completion of the Work and issuance of same by the BOARD]

EXHIBIT "D"
TO
JOINT USE AGREEMENT

FENCE WORK

[consisting of __ pages, including this title page]

EXHIBIT "D-1"
TO
JOINT USE AGREEMENT

IMPROVEMENTS

[consisting of __ pages, including this title page]

Capital Investments: A $5.5 million capital investment by the Village will be made in the first year of the Agreement. The Village shall fund the legal costs and also the design of the improvements;

- Village funds repainting of TIES school buildings;
- Village funds one 11 x 11 multipurpose field, four 5x5 multipurpose fields, a perimeter path, new lighting, new irrigation, new drainage systems and new lush landscaping;

Programmatic Considerations: AFA will enhance the TIES after-school program with soccer programming;

- 25 Village Scholarships will be available annually to North Bay Village youth (age 5 - 18), including TIES students;

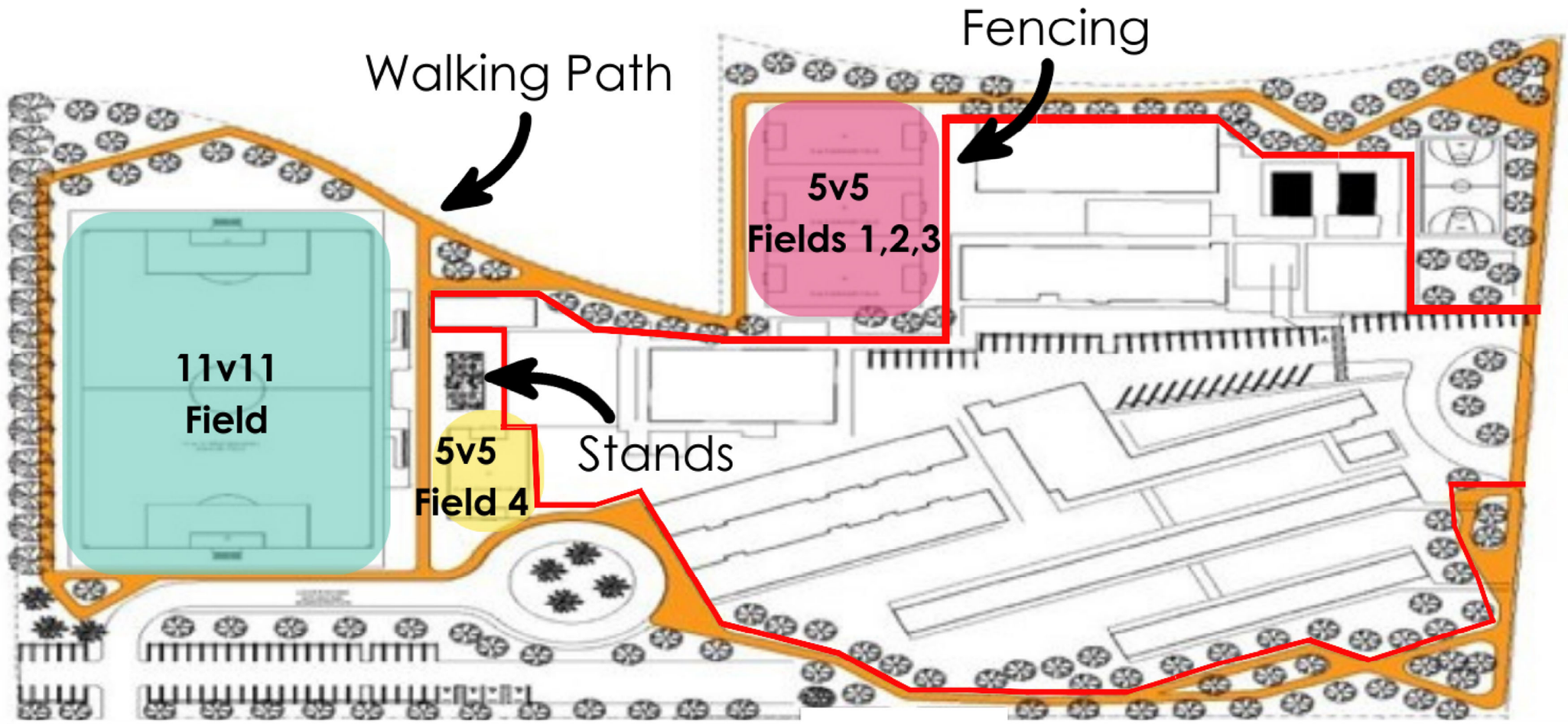
[The Parties acknowledge and agree that prior to commencement of construction of any of the Improvements, the VILLAGE shall provide the BOARD with a site plan depicting the Improvements in conformance with the exhibit renderings attached to this Agreement as Exhibit "C-1", which site plan, as approved by the BOARD, shall thenceforth be attached to this Agreement as Exhibit "C-1".]

EXHIBIT "E-2"
TO
JOINT USE AGREEMENT

CONSTRUCTION AND PHASING SCHEDULE

[consisting of __ pages, including this title page]

EXHIBIT "A" - LICENSED AREA



NORTH BAY VILLAGE COMMUNITY CENTER



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Project Name and Address:
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COMMUNITY CENTER
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA
Client Name
AFA / NORTH BAY VILLAGE

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

COVER SHEET

A-0.0





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Architect:

JAIME PLANA
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plot date:
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SHEET TITLE

RENDERING

A-0.1





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Architect:

JAIME PLANA
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plot date:
04-01-2024

SHEET TITLE

RENDERING

A-0.2









CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

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D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect

JAIME PLANA
SEAL

plot date:
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SHEET TITLE

RENDERING

A-0.3



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Architect

JAIME PLANA
SEAL

plot date: 04-01-2024

SHEET TITLE

AERIAL VIEW

A-0.4



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D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect

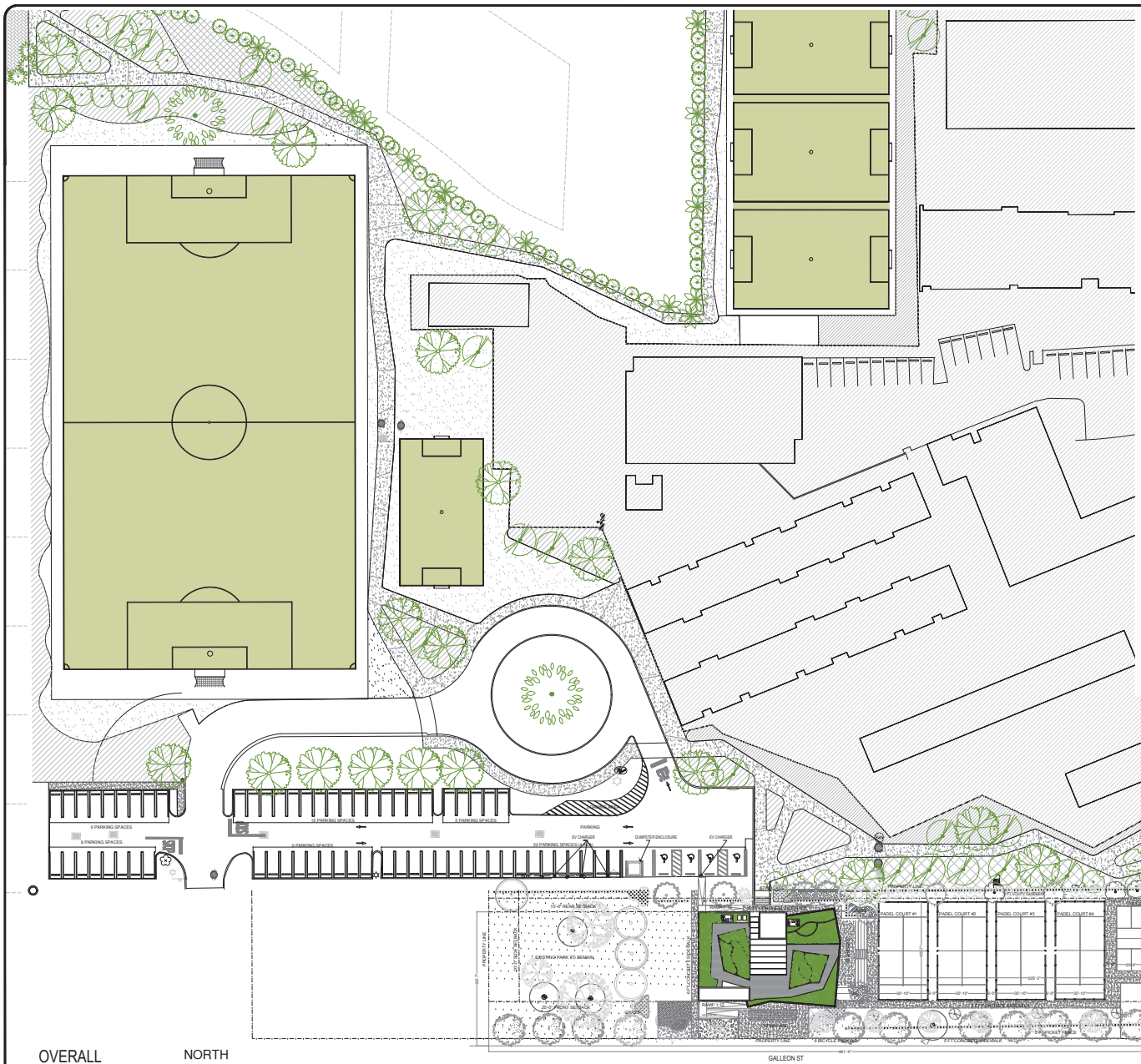
JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

AERIAL VIEW

A-0.5



ZONING INFORMATION

1851 GALLEON STREET, NORTH BAY VILLAGE, FLORIDA 33141/33141
FOLIO # 23-3208-014-0200

ZONING DISTRICT	RM-40 RESIDENTIAL MULTIFAMILY DISTRICT
LAND USE	MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL
FUTURE LAND USE	PARKS & RECREATION
PORPOSED USE	SPORTS & COMMUNITY FACILITY
TOTAL AREA	46,000 SQ. FT. - 1.10 ACRES

		REQUIRED	PROPOSED
LOT COVERAGE		N/A	7,000 SQ. FT.
BUILDING TOTAL AREA (UNDER AC)			10,033 SQ. FT.
LOT AREA		MINIMUM 10,000 SQ. FT.	46,000 SQ. FT.
FRONTAGE		MINIMUM 100'-0"	460'-0"
MINIMUM YARD SETBACKS	FRONT	MINIMUM 25'-0"	25'-0"
	SIDE (INTERIOR)	MINIMUM 20'-0"	111'-4" / 247'-10"
	REAR	MINIMUM 15'-0"	15'-0"
MAXIMUM BUILDING HEIGHT		4 STORIES - 45'-0"	2 STORIES - 42'-0"
SITE COVERAGE PERCENTAGE			45.85% (21,416 SQ.FT.)
PERVIOUS AREA		MINIMUM 25%	49.83% (23,916 SQ.FT.)
SIDEWALKS			5,355 SQ.FT.
PADEL COURTS			9,040 SQ.FT.
PICKLEBALL COURTS			3,521 SQ.FT.
PARKING			
OFFICE	459 SQ. FT.	1 CAR SPACE / PER 300 SQ. FT.	2 CAR SPACES
COMMON AREA	1,500 SQ. FT.	1 CAR SPACE / PER 75 SQ. FT.	20 CAR SPACES
GYM	1,180 SQ. FT.	1 CAR SPACE / PER 400 SQ. FT.	3 CAR SPACES
COMMUNITY CENTER	3,400 SQ. FT.	1 CAR SPACE / PER 300 SQ. FT.	11 CAR SPACES
COURTS	6	5 CAR SPACE / PER COURT.	30 CAR SPACES
TOTAL PARKING			66 CAR SPACES (4 ADA & 8 EV SPACES INCLUDED)
BICYCLE PARKING		6 BICYCLE PARKING / PER 50,000 SQ. FT.	6 BICYCLE PARKING
LOADING SPACE		UNDER 25,000 SQ. FT. 0 SPACES	0 SPACES

LEGAL DESCRIPTION:
LOT 3 THROUGH 8, BLOCK 9, OF "PORTION OF TRACT 9 1ST ADDITION TO TREASURE ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51, PAGE 6, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



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D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:
JAIME PLANA
SEAL

plot date: 04-01-2024

SHEET TITLE
OVERALL SITE PLAN
A-1.0

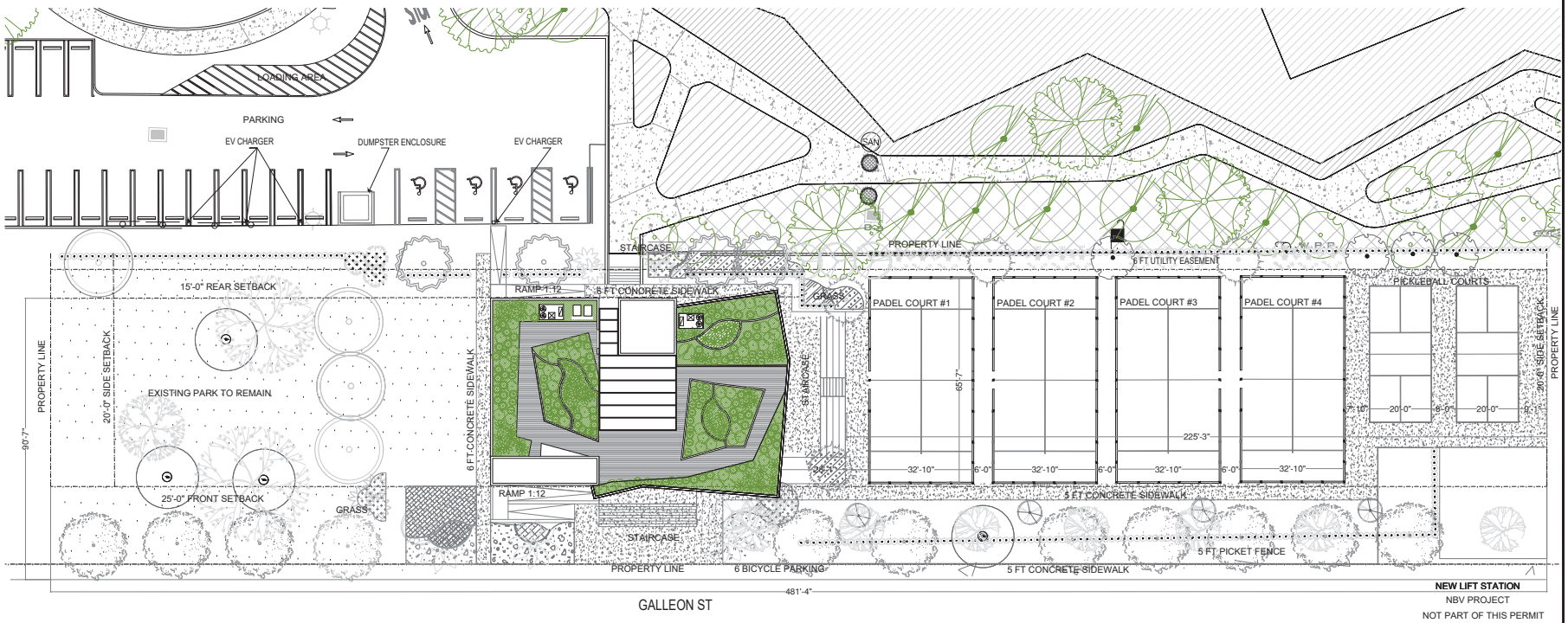
OVERALL SITE PLAN
NOT SCALE

NORTH

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND RELATED COSTS INCLUDING FEES FOR ANY FIELD CHANGES OR DEVIATIONS FROM CONSTRUCTION DOCUMENTS WITHOUT WRITTEN AUTHORIZATION FROM THE ARCHITECT OR ENGINEER OF RECORD.

ACCESSIBLE ROUTES WILL HAVE RUNNING AND CROSS SLOPES WILL MEET ADA STANDARDS



ENLARGE SITE PLAN

NORTH

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P.H.		PUBLIC HEARING

Architect:

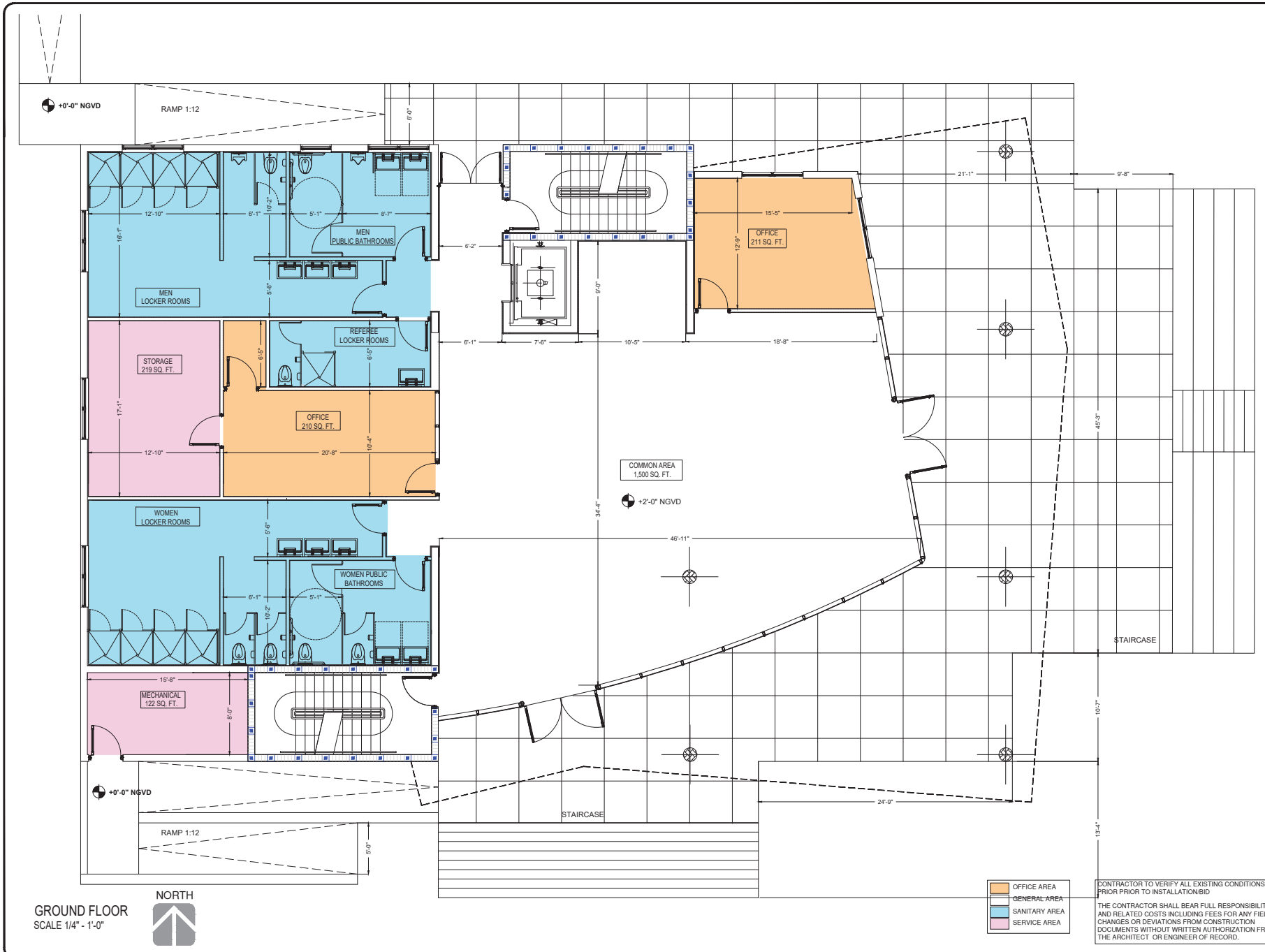
JAIME PLANA
SEAL

plot date: 04-01-2024

SHEET TITLE

ENLARGE SITE PLAN

A-1.0.1



GROUND FLOOR
SCALE 1/4" - 1'-0"

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Architect:

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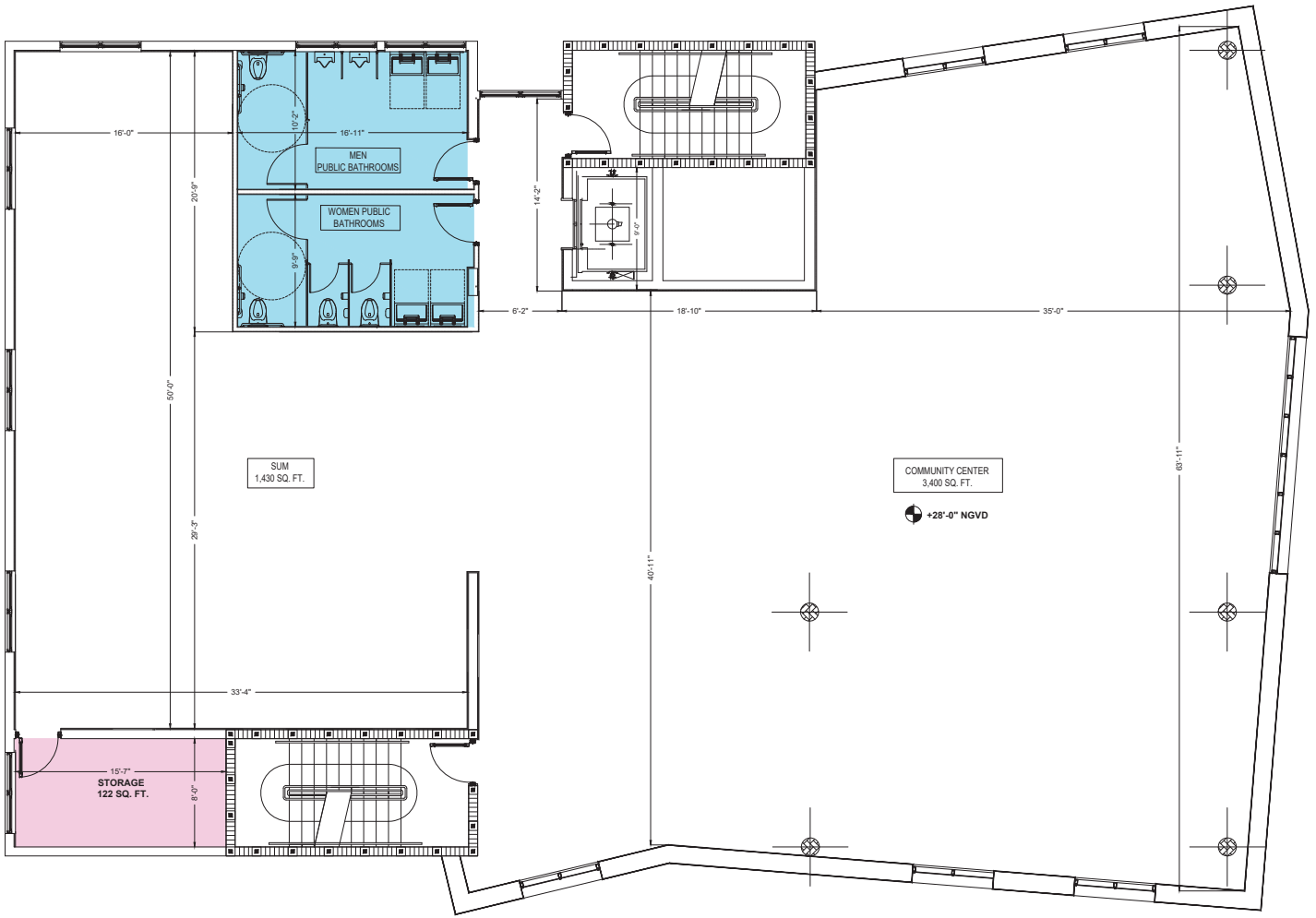
GROUND
FLOOR PLAN

A-1.1



SECOND FLOOR
SCALE 1/4" - 1'-0"

NORTH

OFFICE AREA
GENERAL AREA
SANITARY AREA
SERVICE AREA

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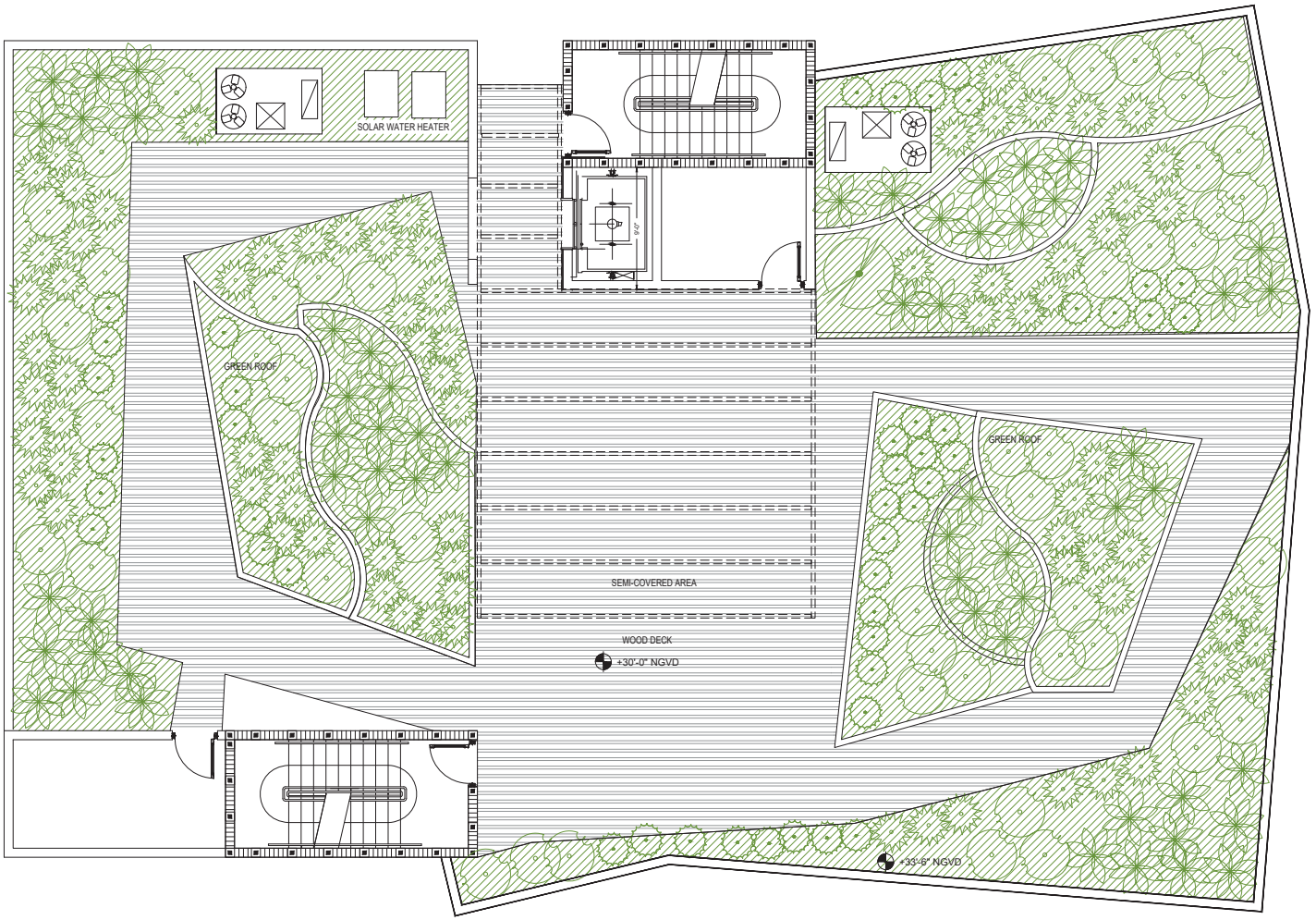
SHEET TITLE

SECOND
FLOOR PLAN

A-1.2



TERRACE PLAN
SCALE 1/4" - 1'-0"

NORTH

	OFFICE AREA
	GENERAL AREA
	SANITARY AREA
	SERVICE AREA
	GREEN AREA

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND RELATED COSTS INCLUDING FEES FOR ANY FIELD CHANGES OR DEVIATIONS FROM CONSTRUCTION DOCUMENTS WITHOUT WRITTEN AUTHORIZATION FROM THE ARCHITECT OR ENGINEER OF RECORD.

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Project Name and Address:
PROPOSED SITE PLAN FOR
COMMUNITY CENTER
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA
Client Name
AFA / NORTH BAY VILLAGE

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

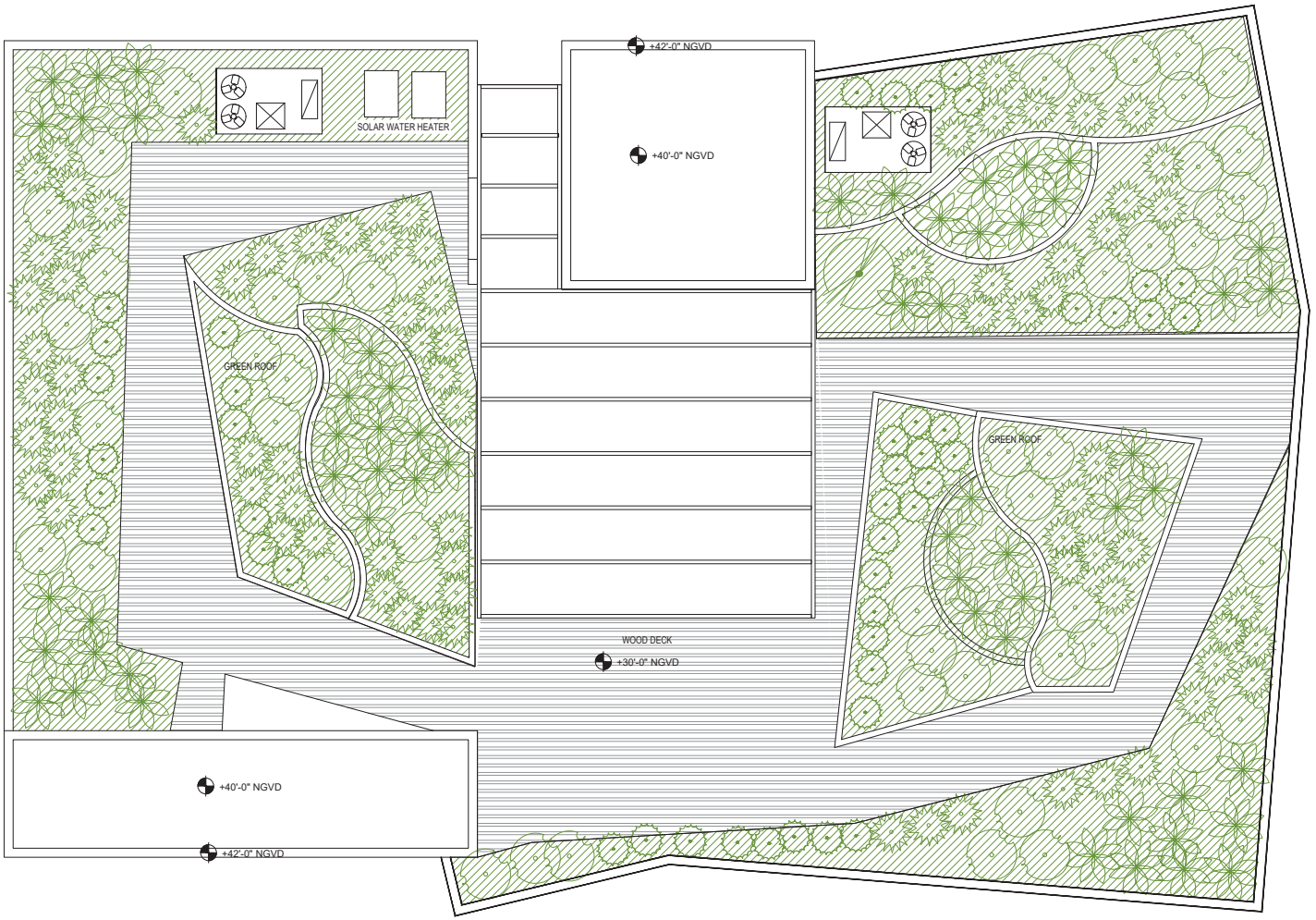
JAIME PLANA
SEAL

plot date:
04-17-2024

SHEET TITLE

TERRACE PLAN

A-1.3



ROOF FLOOR PLAN
SCALE 1/4" - 1'-0"

NORTH

	OFFICE AREA
	GENERAL AREA
	SANITARY AREA
	SERVICE AREA
	GREEN AREA

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NORTH BAY VILLAGE, FLORIDA
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AFA / NORTH BAY VILLAGE

PROJECT No.
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MARK	DATE	DESCRIPTION
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B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

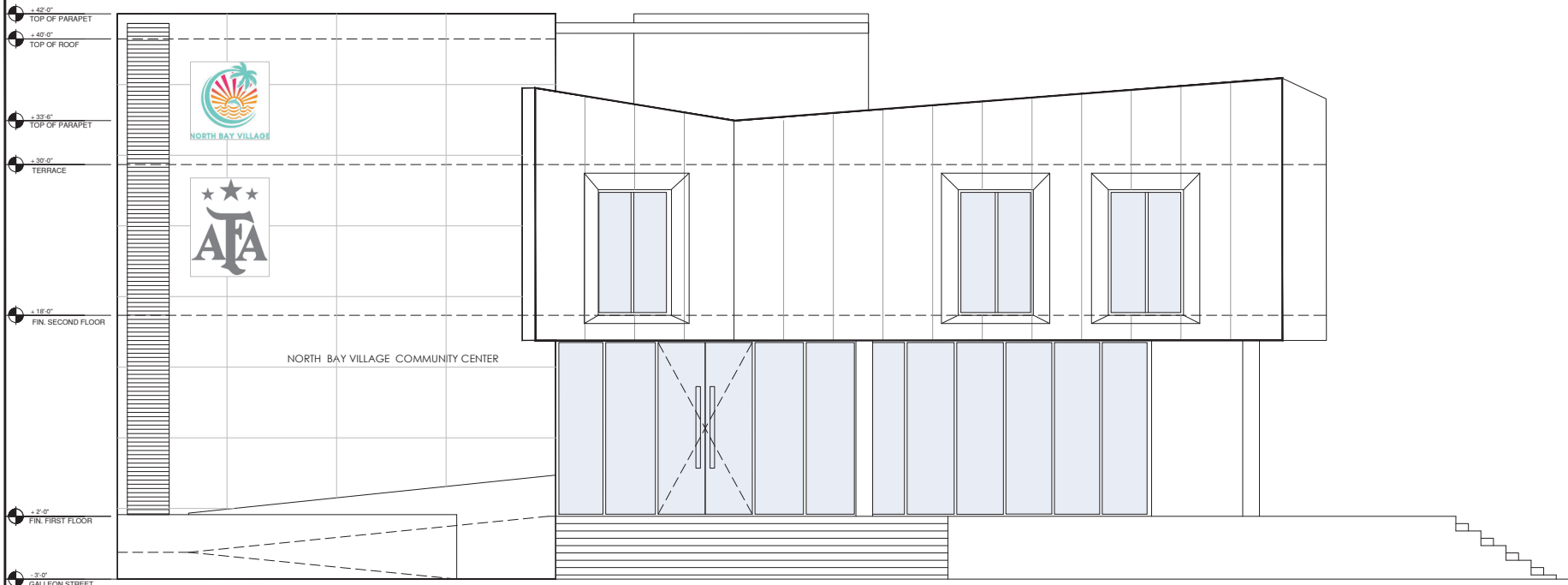
Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE
ROOF
FLOOR PLAN

A-1.4



SOUTH ELEVATION
SCALE 1/4" - 1'-0"

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Project Name and Address:
PROPOSED SITE PLAN FOR
MIX-USE COMPLEX
8381 NW 22 AVENUE
MIAMI, FLORIDA
Client Name
HOUSING PROGRAMS, INC
FOLIOS #30-3110-035-1080 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P. S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

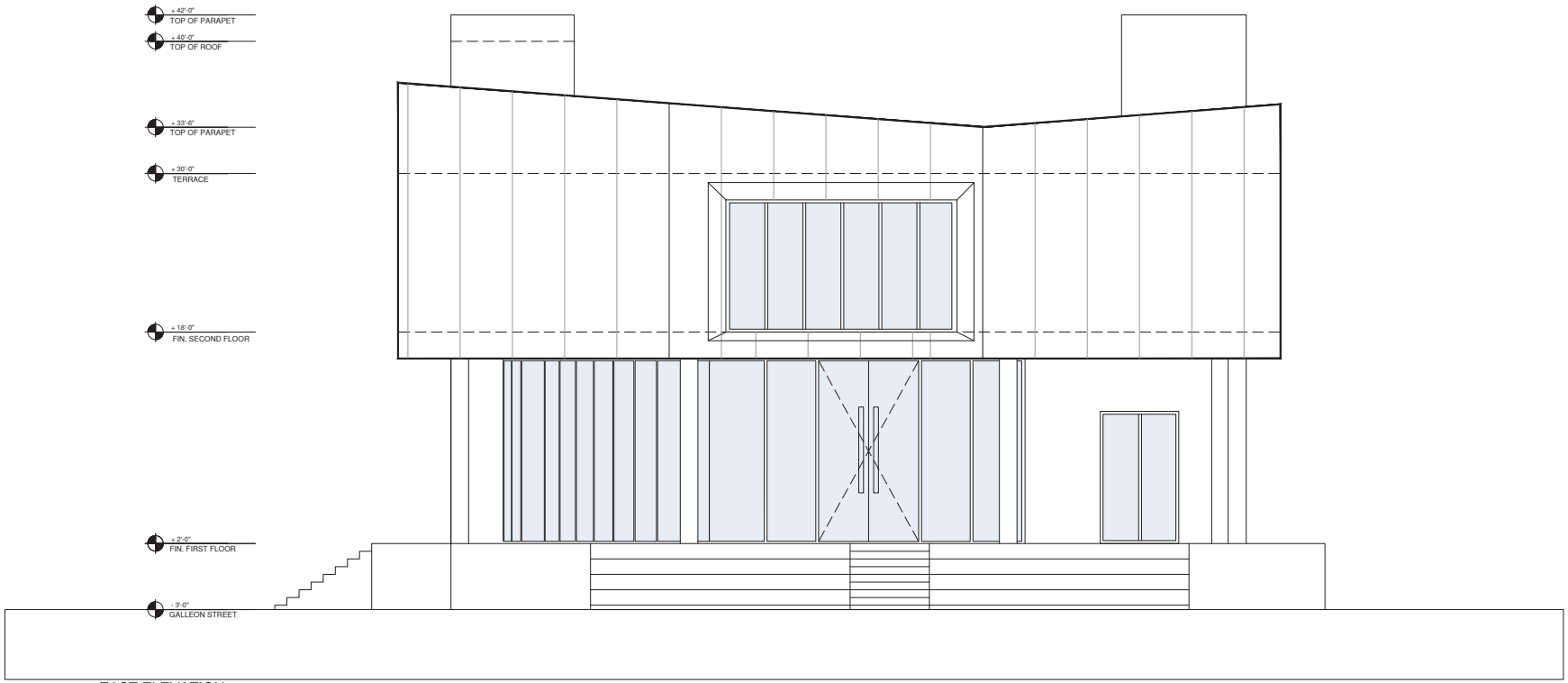
Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

ELEVATIONS
A-2.0



EAST ELEVATION
SCALE 1/4" - 1'-0"

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

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P.H.		PUBLIC HEARING

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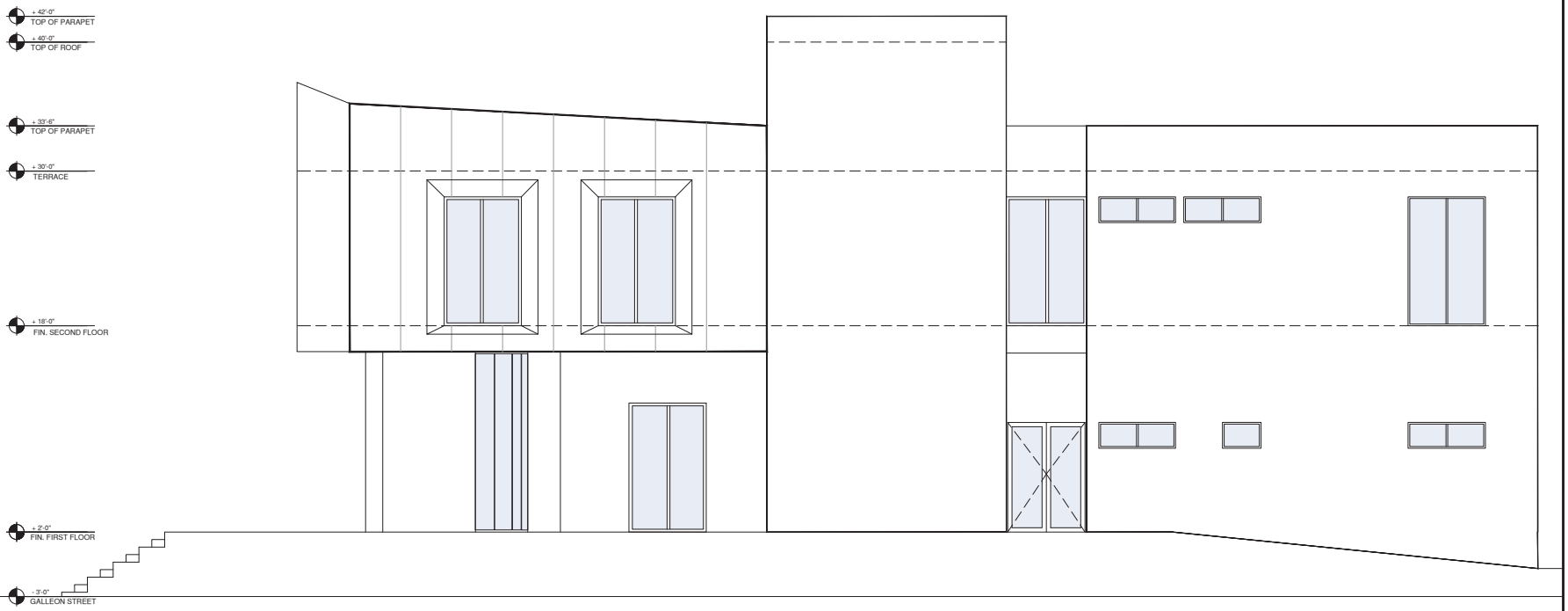
plot date:
04-01-2024

SHEET TITLE

ELEVATIONS
A-2.1



NORTH ELEVATION
SCALE 1/4" - 1'-0"

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8381 NW 22 AVENUE
MIAMI, FLORIDA
Client Name
HOUSING PROGRAMS, INC
FOLIOS #30-3110-035-1060 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

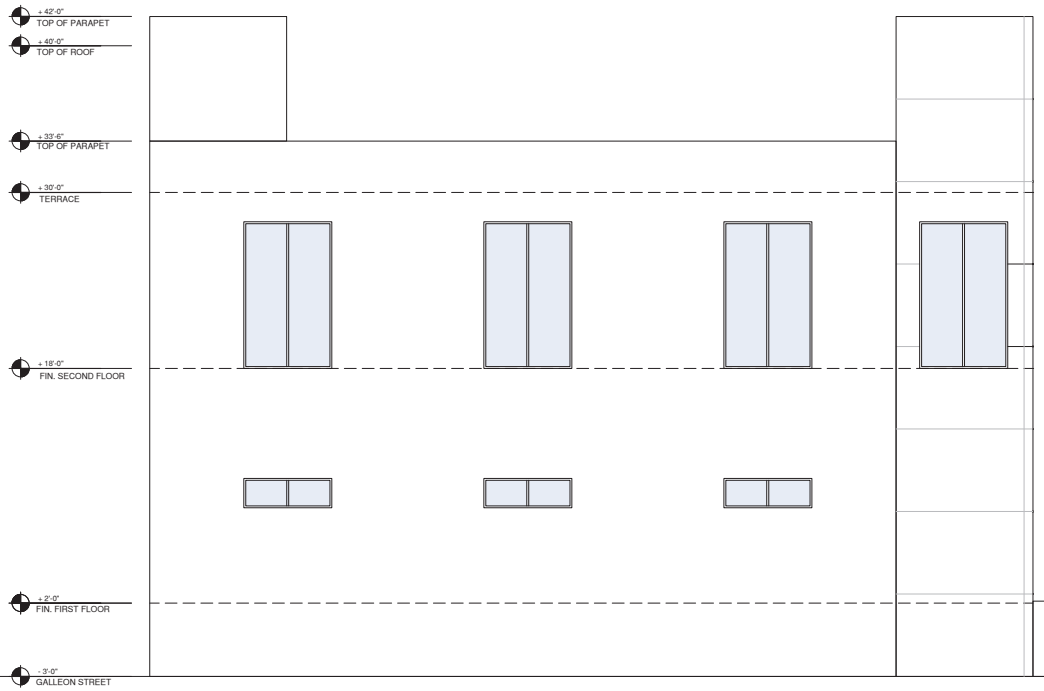
Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

ELEVATIONS
A-2.2



WEST ELEVATION
SCALE 1/4" - 1'-0"

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

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MIAMI, FLORIDA
Client Name
HOUSING PROGRAMS, INC
FOLIOS #30-3110-035-1060 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

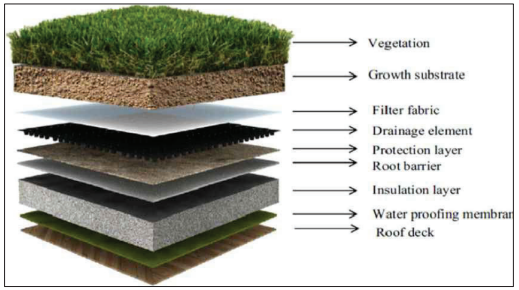
plot date:
04-01-2024

SHEET TITLE

ELEVATIONS
A-2.3



ENHANCED HURRICANE RESISTANT STRUCTURE



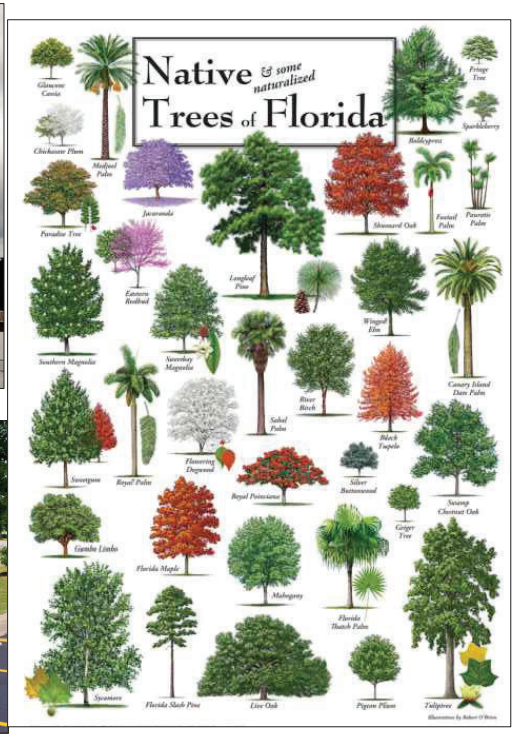
GREEN ROOF,50%



SOLAR WATER HEATER



ELECTRIC VEHICLE CHARGING STATION(S)



100% NATIVE PLANTS IN LANDSCAPING

DIVISION 5. GREEN BUILDING PROGRAM

GREEN DESIGN OPTION	POINTS	POINTS
ELECTRIC VEHICLE CHARGING STATION	2+	4
GREEN ROOF,50%	6	6
SOLAR WATER HEATER	2	2
ENHANCED HURRICANE RESISTANT STRUCTURE	4	4
ENERGY STAR RATING FOR ALL APPLIANCES/EQUIPMENT	4	4
100% NATIVE PLANTS IN LANDSCAPING	2	2
TOTAL POINTS		22

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8381 NW 22 AVENUE
MIAMI, FLORIDA
Client Name
HOUSING PROGRAMS, INC
FOLIOS #30-3110-035-1060 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

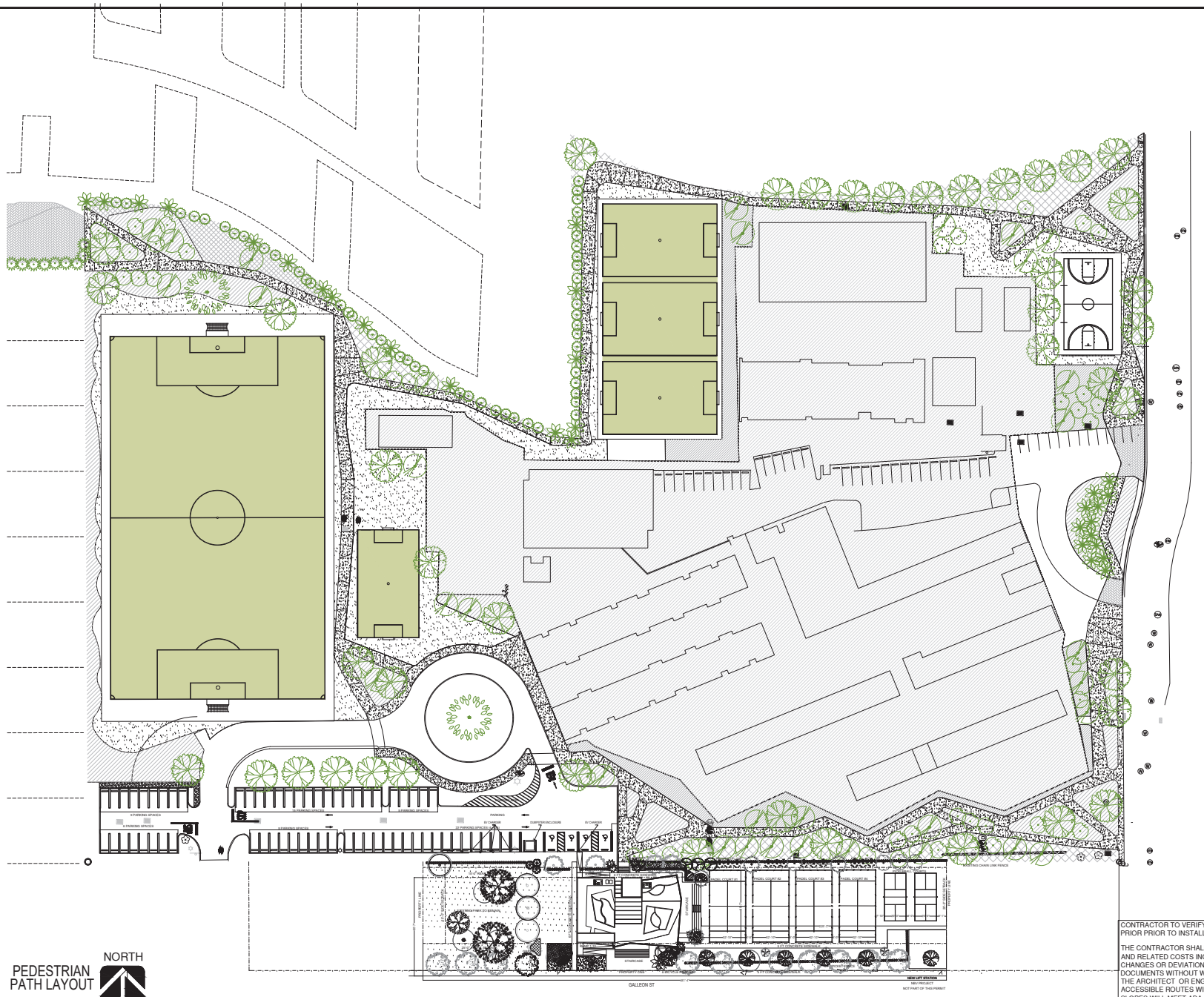
MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE
GREEN BUILDING PROGRAM
A-4.0



PEDESTRIAN PATH LAYOUT

NORTH

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

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ACCESSIBLE ROUTES WILL HAVE RUNNING AND CROSS SLOPES WILL MEET ADA STANDARDS

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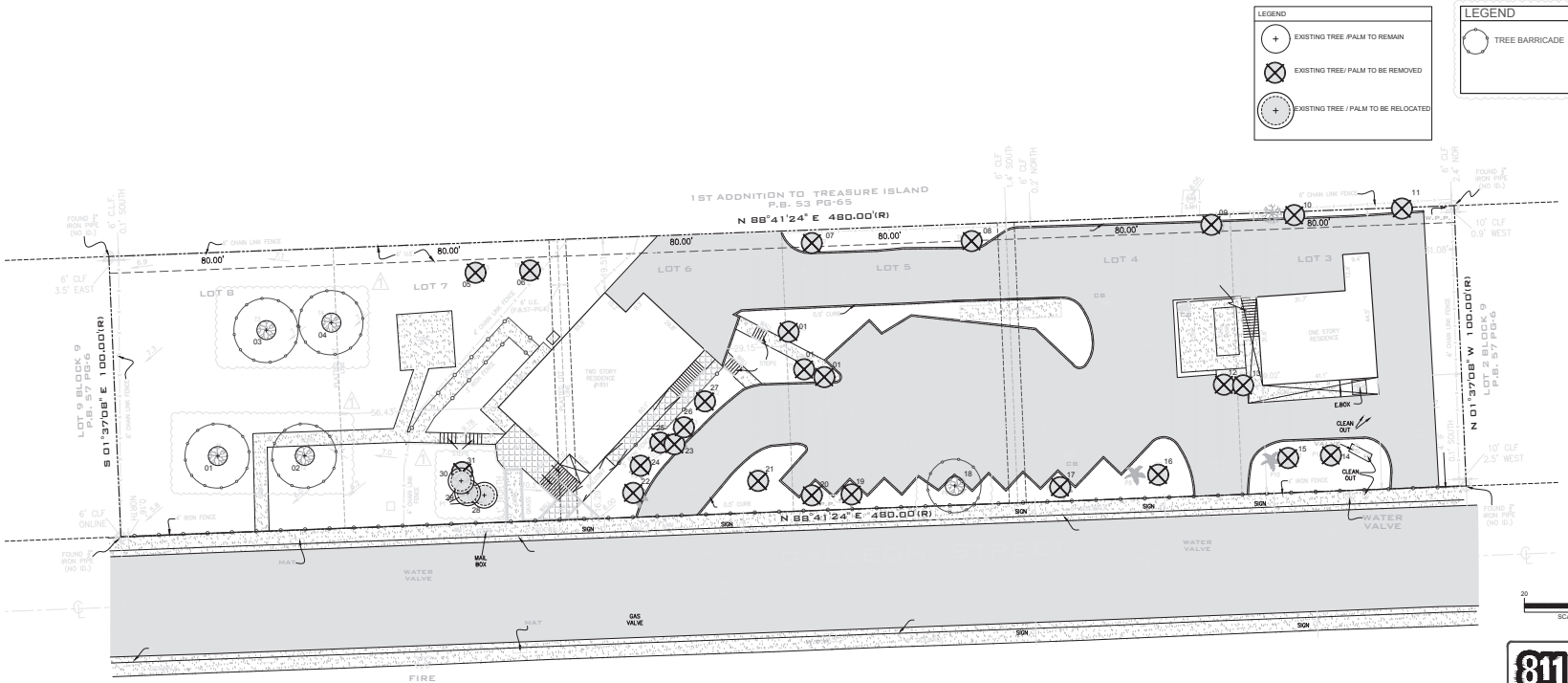
04-01-2024

SHEET TITLE

CONCEPTUAL TRAIL

A-6.0



TREE DISPOSITION LIST									
KEY	COMMON NAME	BOTANTICAL NAME	DIAMETER (INCHES)	HEIGHT (FT)	SPREAD (FT)	CANOPY (S.F.)	CONDITION (%)	DISPOSITION	NATIVE
1	Live Oak	Quercus virginiana	14	30	30	706.5	55%	REMAIN	X
2	Live Oak	Quercus virginiana	14	30	30	706.5	55%	REMAIN	X
3	Live Oak	Quercus virginiana	14	28	20	314.0	55%	REMAIN	X
4	Live Oak	Quercus virginiana	12	20	0	0.0	DEAD	REMOVE	X
5	Black Olive	Bucida buseras	24	30	25	490.6	55%	REMOVE	
6	Black Olive	Bucida buseras	24	30	25	490.6	55%	REMOVE	
7	Black Olive	Bucida buseras	16	30	30	706.5	40%	REMOVE	
8	Black Olive	Bucida buseras	16	30	25	490.6	50%	REMOVE	
9	Black Olive	Bucida buseras	13	30	20	314.0	45%	REMOVE	
10	Black Olive	Bucida buseras	8	15	18	254.3	50%	REMOVE	
11	Schefflera	Schefflera actinophylla	8	15	18	254.3	35%	REMOVE	
12	*Cocacnut Palm*	Cocos nucifera	9	30	14	153.9	50%	REMOVE	
13	*Cocacnut Palm*	Cocos nucifera	9	30	14	153.9	45%	REMOVE	
14	*Cocacnut Palm*	Cocos nucifera	10	20	12	113.0	50%	REMOVE	
15	*Cocacnut Palm*	Cocos nucifera	10	15	12	113.0	50%	REMOVE	
16	*Cocacnut Palm*	Cocos nucifera	15	7	8	50.2	40%	REMOVE	
17	Alexander Palm	Ptichosperma elegans	3	20	4	12.6	40%	REMOVE	
18	Black Olive	Bucida buseras	24	30	30	706.5	50%	REMOVE	
19	Alexander Palm	Ptichosperma elegans	6 Double	20	6	28.3	45%	REMOVE	
20	Alexander Palm	Ptichosperma elegans	6 Double	20	6	28.3	45%	REMOVE	
21	Black Olive	Bucida buseras	22	30	30	706.5	55%	REMOVE	
22	*Cocacnut Palm*	Cocos nucifera	9	15	14	153.9	50%	REMOVE	
23	*Cocacnut Palm*	Cocos nucifera	9	20	14	153.9	50%	REMOVE	
24	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
25	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
26	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
27	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
28	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
29	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
30	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
31	Schefflera	Schefflera actinophylla	11	25	10	78.5	50%	REMOVE	

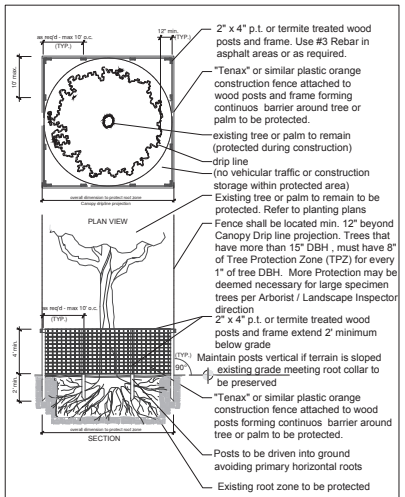
Total trees removed = 21 Trees and Palms (1 Dead), Total canopy area removed = 5,453 square feet
See chart below with tree replacements proposed:

Category of Replacem	Quantity Provided	Credit Subtotal
Shade Tree 1	6	3,000
Shade Tree 2		-
Palm Tree 1	0	-
Palm Tree 2	0	-
Small Tree	13	2,600
		5,600

SEE LANDSCAPE PLAN AND SCHEDULE FOR MITIGATION SPECIES AND SPECS

1) ROOT PREPARATION
A. Trees to be root pruned with clean, sharp equipment.
1. Maintain root pruned materials by watering, weeding, mowing, spraying, fertilizing, and other horticulture practices.
2. After root pruning, backfill with good rooting medium, fertilize with organic fertilizer to promote root growth.
3. Mulch to reduce weeds, discourage foot traffic, conserve moisture, and minimize temperature fluctuation.

B. Root Ball Size Chart: Root ball sizes shall be according to minimum standards set forth in Grades and Standards for Nursery Plants Part II, Palms and Trees, Florida Department of Agriculture.
1. Trees-Minimum Ball Sizes: DBH Minimum Ball Diameter
3-1/2" to 4" 28"
4" to 4-1/2" 30"
4-1/2" to 5" 32"
5" to 5-1/2" 34"
Larger sizes increase proportionally.



TEMPORARY FENCE TO REMAIN DURING CONSTRUCTION AND TO BE REMOVED AFTER CONSTRUCTION AND CLEAN UP COMPLETION

TREE PROTECTION ZONE (TPZ) Not To Scale
FOR EXISTING TREES TO REMAIN ADJACENT TO CONSTRUCTION

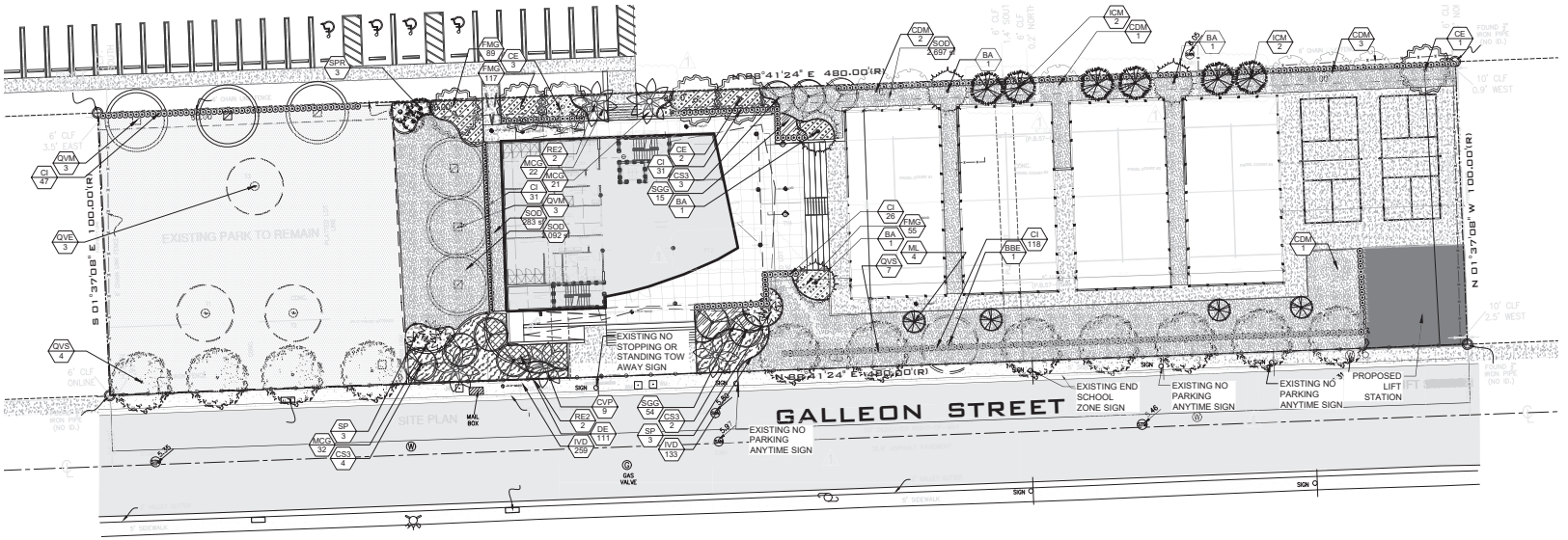
811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, It's free, It's the law.
Call 811 two business days before digging

PROJECT NAME & LOCATION:
AFA SOCCER AND SPORT COMPLEX
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

DISTRIBUTION:	DATE:
DRC COMMENTS	10-12-23

DRAWING NAME:
TREE DISPOSITION PLAN

DRAWING NUMBER:
L-200



PLANT SCHEDULE

CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	DBH	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
TREES										
CE	6	Conocarpus erectus / Buttonwood	FG/B&B	3"Cal	12' HT. X 5' SPR.	Yes	High			
CS3	9	Conocarpus erectus sericeus / Silver Button Wood	FG/B&B	2" Cal.	12' Ht. x 5' Spr., Std.	Yes	High			
EXISTING TREES										
BBE	1	Bucida buceras / Black OliveTree	EXISTING			No	High			
QVE	3	Quercus virginiana / Southern Live Oak	EXISTING			Yes	High			
FLOWERING TREES										
BA	4	Bulnesia arborea / Verawood	FG/B&B	2"Cal	12' HT x 6' SPR	No	High			
ML	4	Magnolia grandiflora `Little Gem` / Dwarf Southern Magnolia	FG/B&B		10' HT x 5' SPR., STD	Yes	High			
MITIGATION TREES										
CDM	7	Coccoloba diversifolia / Pigeon Plum	FG/B&B	2"Cal	12' HT. X 5' SPR.	Yes	High			
ICM	6	Ilex cassine / Dahoon Holly	FG/B&B	2" Cal.	12' HT. X 5' SPR.	Yes	High			
QVM	6	Quercus virginiana / Southern Live Oak	FG/B&B	4"Cal	14' HT x 6' SPR	Yes	High			
PALM TREES										
SP	6	Sabal palmetto / Cabbage Palmetto	FG/B&B		14`-20` OA, Vary Heights	Yes	High			
RELOCATED PALMS										
SPR	3	Sabal palmetto / Cabbage Palmetto	Relocated			Yes	High			
STREET TREES										
QVS	11	Quercus virginiana / Southern Live Oak	FG/B&B	2.5" DBH	12' HT. X 5' SPR.	Yes	High			
RE2	5	Roystonea elata / Florida Royal Palm	---		10` G.W. MATCH HEIGHTS	Yes	High			
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
SHRUBS										
CI	380	Chrysobalanus icaco / Coco Plum	-		30" HT. X 24" SPD	Yes	HIGH			
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NAITVE	DROUGHT TOLERANCE	SPACING	DETAIL	REMARKS
SHRUB AREAS										
CVP	9	Codiaeum variegatum `Petra` / Bravo Croton	-		24"HT x 24"SPR	No	High	24" o.c.		
DE	111	Duranta erecta `Gold Mound` / Gold Mound Duranta	-		24"HT x 24"SPR	Yes	High	18" o.c.		
FMG	411	Ficus microcarpa `Green Island` / Green Island Ficus	-		24"HT x 24"SPR	No	High	18" o.c.		
SGG	69	Schefflera arboricola `Gold Capella` / Gold Capella Arboricola	-		24"HT x 24"SPR	No	High	24" o.c.		
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NATIVE	DROUGHT TOLERANCE	SPACING	DETAIL	REMARKS
GROUND COVERS										
IVD	392	Ilex vomitoria `Stokes dwarf` / Dwarf Yaupon Holly	-		16" HT x 16" SPR @	Yes	High	18" o.c.		
SOD/SEED										
SOD	9,579 sf	Stenotaphrum secundatum `Floritam` / `Floritam` St. Augustine Sod	Sod							
TALL GROUND COVERS										
MCG	134	Muhlenbergia capillaris / Pink Muhly Grass	-	Yes	24" HT. x 24" SPR.	Yes	Medium	24" o.c.		

LANDSCAPE LEGEND

Zoning District: RM-40 - MULTIFAMILY

Total Lot Area: 48,000 s.f. 1.10 Acres

	REQUIRED	PROVIDED
OPEN SPACE		
A. Square feet of required open space required by Chapter 33, as indicated on site plan: Lot Area = 48,000 s.f. x 10 % = 4,800 s.f.	4,800 S.F.	21,000 S.F.
B. Square feet of parking lot open space required by Chapter 18A, as indicated on site plan: Number of parking spaces = x 10 s.f. per parking space = --	N/A	N/A
C. Total square feet of landscaped open space required by Chapter 33: A + B =	4,800 S.F. MIN.	21,000 S.F.
LAWN AREA CALCULATION	REQUIRED	PROVIDED
A. Square feet of landscaped open space, as required by Chapter 33: Lot Area =48,000 s.f. x 10 % = 4,800 s.f.	4,800 S.F. MIN.	21,000 S.F.
B. Maximum lawn area (sod) permitted = 60% Provided Open space =21,000 x 60% = 12,600 s.f.	12,600 SF MAX.	7,242 S.F.
TREES		
A. Number of trees required per net lot acre, including existing number of trees meeting minimum requirements 28 trees x 1.10 acres =	28 / 31	50
B. % palms allowed: Number of trees provided x 30% =	19 PALMS	14
C. % natives required: Number of trees provided x 30% =	19	60
D. % Drought tolerant and low maintenance: Number of trees provided x 50% =	33	65
E. Street Trees (maximum average spacing of 35' o.c.): Linear Feet along streets =480 / 35 = 15 % Palms permitted to count towards street trees on 1:1 basis x 30%	15 / 4.5 (12 PALMS)	15 / 3
F. Street Trees located directly beneath power lines:	0	0
G. Total Trees Required (A+E+F)	46	60
SHRUBS		
A. Number of shrubs required: Number of trees required x 10 =	460	980
B. % Native shrubs required: Number of shrubs provided by 30% =	294	491
C. % Drought tolerant and low maintenance shrubs required: Number of shrubs provided = 980 x 50%	490	980

NOTE: 19 Additional trees are provided above and beyond the required trees for mitigation.

20 0 5 10 20
SCALE: 1" = 20'

KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

LANDSCAPE ARCHITECT BRIAN EUELL LA 0666897 STATE OF FLORIDA REGISTERED

PROJECT NAME & LOCATION:
AFA SOCCER AND SPORT COMPLEX
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

DISTRIBUTION:	DATE:
1.DRC COMMENTS	10-12-25

DRAWING NAME:
LANDSCAPE PLAN AND SCHEDULE

DRAWING NUMBER:
L-210

GENERAL PLANTING REQUIREMENTS

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per CSI specifications.

All plant material (except SOD) as included herein shall be warranted by the landscape contractor for a minimum period of 12 months,

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic Soil must be free of all rocks, sticks, and objectionable material including weeds and weed seeds as per CSI specifications.

Twelve inches (12") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 1 cubic yard per 50 bedding or groundcover plants.

All landscape areas shall be covered with Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled. A four-inch clear space must be left for air between plant bases and the mulch. Cypress bark mulch shall not be used.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

An irrigation plan shall be submitted for review and permitting at the time of building permit.

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 100% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a rain sensor.

It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

New landscape will need 3-4 applications of granular fertilizer per year and to take advantage of the growing season. Reduce the use of phosphorus as the season progresses. 50% of the nitrogen shall be derived from an organic source as per CSI specifications

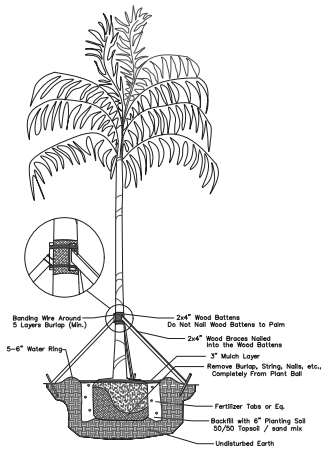
Please also note that the property is to be irrigated one day prior to fertilizer application and after fertilizing to prevent fertilizer root burn.

The plan takes precedence over the plant list.

SPECIAL INSTRUCTIONS

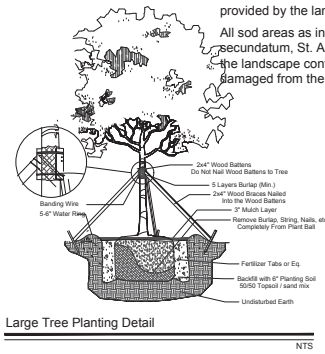
General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sod areas as indicated on the planting plan shall receive Stenotaphrum secundatum, St. Augustine 'Palmetto' solid sod. It shall be the responsibility of the landscape contractor to include in the bid, the repair of any sod which may be damaged from the landscape installation operations.



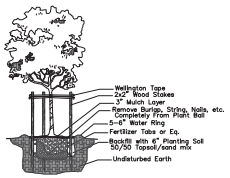
Palm Planting Detail

NTS



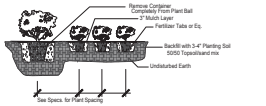
Large Tree Planting Detail

NTS



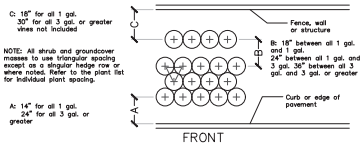
Small Tree Planting Detail

NTS



Shrub & Ground Cover Planting Detail

NTS



Typical Plant Spacing

NTS

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

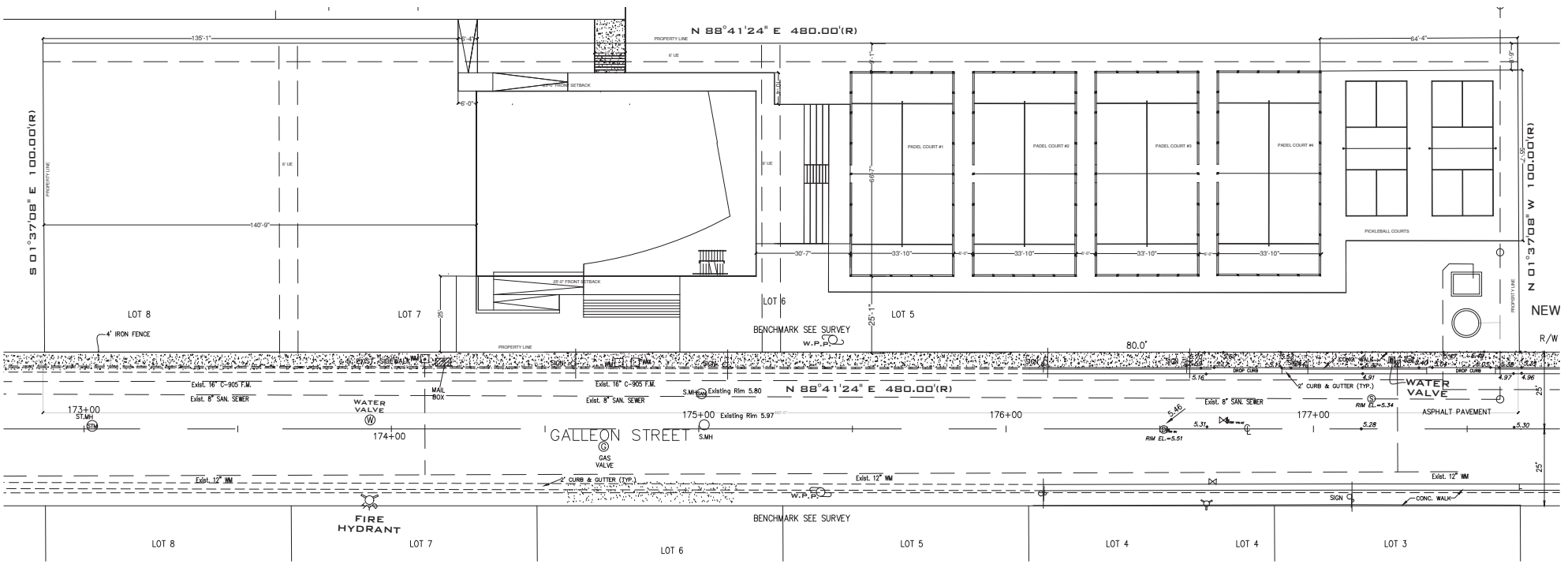
LANDSCAPE ARCHITECT BRIAN FUELL LA 0666897 STATE OF FLORIDA REGISTERED

PROJECT NAME & LOCATION:
AFA SOCCER AND SPORT COMPLEX
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

DISTRIBUTION:	DATE:
CDRC COMMENTS	10-12-23

DRAWING NAME:
LANDSCAPE DETAILS AND NOTES

DRAWING NUMBER:
L-211



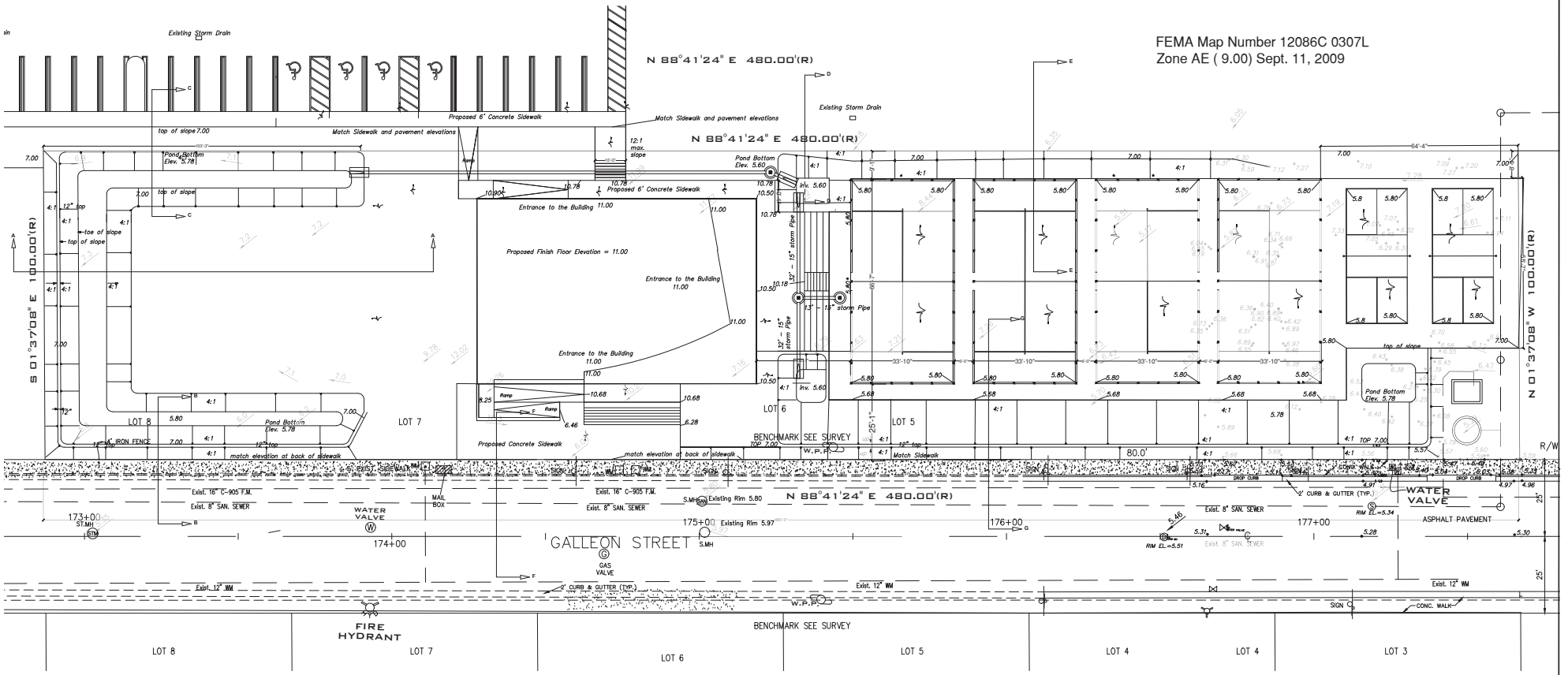
SCALE 1' = 1 / 16"

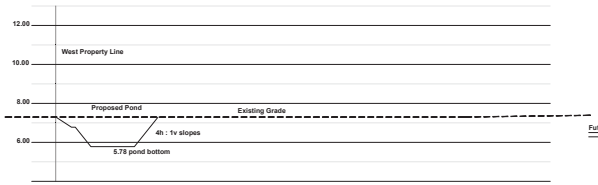


Dennis F Cress, PE
SEAL

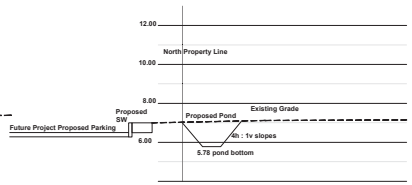
ENLARGED SITE PLAN	DRAWN: G.B. / DFC CHECKED: J.P. DATE: 6/20/2021 SCALE: 1" = 1 / 16" JOB. NO.: S300	PROJECT TITLE: SOCCER & SPORT COMPLEX @ NORTH BAY VILLAGE FLORIDA	Site Geometry	Revision 1 Tier 1 Comments from City 10/11/2023 Revision 2 Building 04/14/2024	Dennis F Cress PE 135 Morning Glory Drive LAKE MARY, FLORIDA 32746 PHONE: (954) 632-4158 E MAIL: dennicressecc@gmail.com	PLANA INTERNATIONAL 1053 SW 129i STREET BOCA RATON, FLORIDA 33486 PHONE: (561) 447-9344 x FAX (561) 447-4162 E MAIL: archiplan@aol.com	CONSTRUKOMUSA 346 CONSERVATION DRIVE WESTON, FLORIDA 33327 PHONE: (954) 500-9385 E MAIL: construkomusa@hotmail.com	C-1.0

FEMA Map Number 12086C 0307L
Zone AE (9.00) Sept. 11, 2009

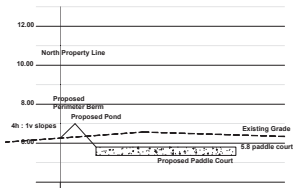




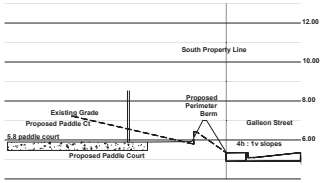
Section A - A nts



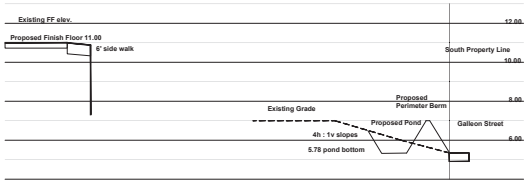
Section C - C nts



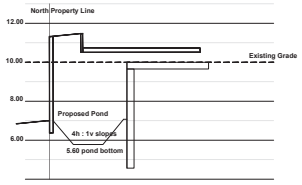
Section E - E nts



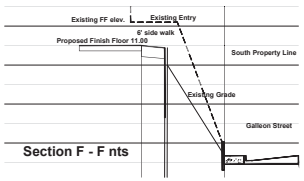
Section G - G nts



Section B - B nts



Section D - D nts



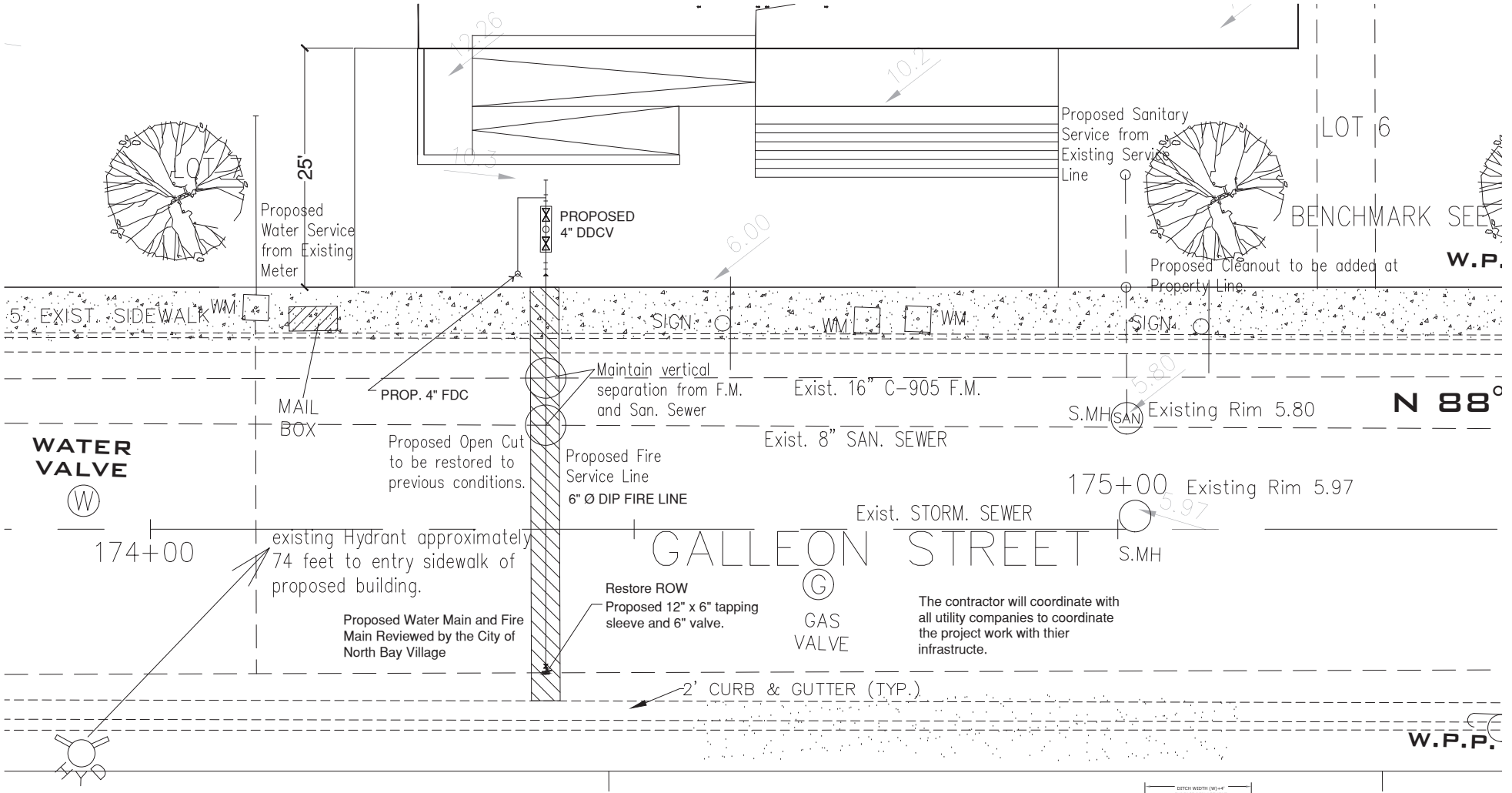
Section F - F nts

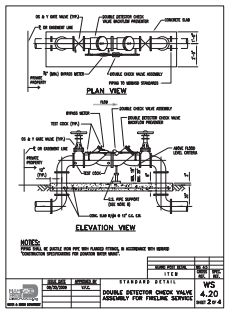
Tr (yrs)	Existing Stage FT	Proposed Stage FT
5yr 1 hr	6.15	5.90
5yr 24 hr	7.84	6.30
10yr 24 hr	8.00	6.40
25yr 3d	8.78	6.74
100yr 3d	9.30	6.94

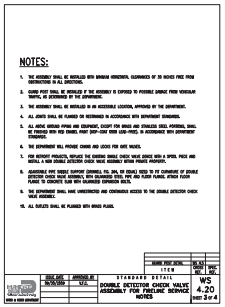
SCALE 1' = 1 / 16"

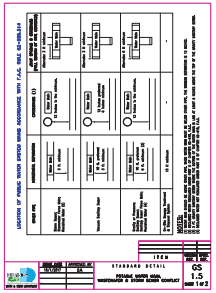
Dennis F Cress, PE
SEAL

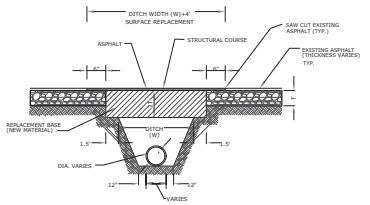
ENLARGED SITE PLAN	DRAWN: G.B. / DFC CHECKED: J.P. DATE: 6/20/2021 SCALE: 1' = 1 / 16" JOB. NO.: S300	PROJECT TITLE: SOCCER & SPORT COMPLEX @ NORTH BAY VILLAGE FLORIDA	PAVING, GRADING AND DRAINAGE	Revision 1 Tier 1 Comments from City 10/11/2023 Revision 2 Building 04/14/2024	Dennis F Cress PE 125 Morning Glory Drive LAKE MARY, FLORIDA 32746 PHONE: (954) 632-4159 E MAIL: dennicressce@gmail.com	PLANA INTERNATIONAL 1053 SW 13th STREET BOCA RATON, FLORIDA 33486 PHONE: (561) 447-0244 e.FAX (561) 447-4162 E MAIL: archplan@aol.com	CONSTRUKOMUSA 346 CONSERVATION DRIVE WESTON, FLORIDA 33327 PHONE: (954) 999-6085 E MAIL: : construkomusa@hotmail.com	C-2.0











1. BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL.
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM LAYERS (LOOSE MEASUREMENT) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAW CUT.
4. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE SURROUNDING SURFACE MATERIAL.
5. BASE MATERIAL SHALL HAVE A MINIMUM CARBONATE OF 70% (50% FOR LOCAL LIMEROCK).
6. SUBGRADE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM L.BR. OF 40.
7. IF THE DITCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" THICK ASPHALT CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING, UNTIL REPLACED WITH A PERMANENT PATCH.
8. FOR STATE ROADS REFER TO FDOT SPECIFICATIONS AND REQUIREMENTS.

SCALE 1' = 1 / 4"

Dennis F Cress, PE
SEAL

689

ENLARGED SITE PLAN	DRAWN: G.B. / DFC CHECKED: J.P. DATE: 6/20/2021 SCALE: 1' = 1 / 16" JOB. NO.: S300	PROJECT TITLE: SOCCER & SPORT COMPLEX @ NORTH BAY VILLAGE FLORIDA	SITE UTILITIES	Revision 1 Tier 1 Comments from City 10/11/2023	Dennis F Cress PE 125 Morning Glory Drive LAKE MARY, FLORIDA 32746 PHONE: (954) 632-4159 E MAIL: dennicressce@gmail.com	PLANA INTERNATIONAL 1053 SW 12th STREET BOCA RATON, FLORIDA 33486 PHONE: (561) 447-9344 e-FAX (561) 447-4162 E MAIL: archplan@aol.com	CONSTRUKOMUSA 346 CONSERVATION DRIVE WESTON, FLORIDA 33327 PHONE: (954) 599-6365 E MAIL: construkomusa@hotmail.com	C-3.0

Modifications to Galleon Street Community Center

Project Element		Unit	Original Galleon Design	New Galleon Design
Interior Square Footage (SF)	Total	SF	**21,203**	**10,061**
	Ground Floor	SF	7,068	4,256
	Second Floor	SF	7,068	5,805
	Third Floor	SF	7,068	
Exterior Square Footage (SF)	Courtyard Areas	SF	**16,221**	**16,220**
	Park Area and sidewalk	SF	**24,712**	**25,974**
	Semi covered area (ground floor)	SF		**1,550**
	Roof-semi covered Area	SF		**1,200**
# of Stories			**3**	**2**

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REVISED FIRST AMENDED AND RESTATED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT AND A REVISED FIRST AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT WITH THE ASOCIACIÓN DEL FÚTBOL ARGENTINO (AFA) (ALSO KNOWN AS THE ARGENTINE FOOTBALL ASSOCIATION) RELATING TO THE DEVELOPMENT AND OPERATION OF A COMMUNITY CENTER, SPORTS COURTS, AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 1851 GALLEON STREET; APPROVING A REVISED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT WITH AFA RELATING TO THE DEVELOPMENT OF FIELDS AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 7540 EAST TREASURE DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 11, 2021, North Bay Village (the "Village") received an unsolicited proposal from the Asociación del Fútbol Argentino ("AFA")(a/k/a the Argentine Football Association) for the development of the Village-owned property located at 1851 Galleon Street (the "Galleon St. Property") and the recreational fields adjacent to the Galleon St. Property at Treasure Island Elementary School located at 7540 Treasure Drive (the "TIES Property"); and

WHEREAS, the Village subsequently issued a Request for Proposal ("RFP") for the Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities at the Galleon St. Property and TIES Property (the "Project"); and

WHEREAS, on February 17, 2022, the Village Commission selected the proposal submitted by AFA for the Project and authorized the Village Manager to negotiate with AFA to clarify and improve potential deal terms for the Project; and

WHEREAS, on September 21, 2022, the Village and AFA entered into a Development and Construction Management Agreement for the development of the

Galleon St. Property component of the Project, and, in consideration of AFA's development of the Galleon St. Property, an Operations and Management Agreement for the operation and management of the Galleon St. component to be developed as part of the Project; and

WHEREAS, on October 16, 2023, the Village Commission adopted Resolution No. 2023-134 approving an Amended and Restated Agreement with the School Board of Miami-Dade County, Florida for the use and development of certain portions of the Treasure Island Elementary School Campus; and

WHEREAS, on December 12, 2023, the Village Commission adopted Resolution No. 2023-161 approving a site plan for the Galleon St. Property and the TIES Property (the "Site Plan"); and

WHEREAS, on February 13, 2024, the Village Commission adopted Resolution No. 2024-012 approving and authorizing an Amended and Restated Development and Construction Management Agreement for the development of the Galleon St. Property component of the Project, an Amended and Restated Operations and Management Agreement for the operation and management of facilities to be developed as part of the Galleon St. Property component of the Project; a Development and Construction Management Agreement relating to the development of the TIES Property component of the Project; and an Operations and Management Agreement for the operation and management of facilities to be developed as part of the TIES Property component of the Project (collectively, these four agreements are the "Agreements"); and

WHEREAS, subsequent to the February 13, 2024 approval, AFA engaged the Village in discussions to modify the Site Plan administratively in accordance with the Village's Unified Land Development Code and further revise the Agreements; and

WHEREAS, in order to reflect the effect of the proposed modifications to the Site Plan, if approved administratively by the Village, the Village and AFA desire to further revise the terms and conditions of the Agreements as set forth in the Revised First Amended and Restated Galleon St. Development and Construction Management Agreement, the Revised First Amended and Restated Galleon St. Operations and Management Agreement, and the Revised TIES Development and Construction Management

Agreement, in substantially the form attached hereto as Exhibit "A," Exhibit "B," and Exhibit "C", respectively[1] (collectively, these four agreements are the "Revised Agreements"); and

WHEREAS, the Village Commission desires to approve and authorize the Village Manager to execute the Revised Agreements, in substantially the form attached hereto as Exhibit "A," Exhibit "B," and Exhibit "C", respectively; and

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

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

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

Section 2. Approval; Authorization; Revised First Amended and Restated Galleon St. Development and Construction Management Agreement. That the Village Commission hereby approves and authorizes the Village Manager to execute the Revised First Amended and Restated Galleon St. Development and Construction Management Agreement with AFA in substantially the form attached hereto as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 3. Approval; Authorization; Revised First Amended and Restated Galleon St. Operations and Management Agreement. That the Village Commission hereby approves and authorizes the Village Manager to execute the Revised First Amended and Restated Galleon St. Operations and Management Agreement with AFA in substantially the form attached hereto as Exhibit "B," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 4. Approval; Authorization; Revised TIES Development and Construction Management Agreement. That the Village Commission hereby approves and authorizes the Village Manager to execute the Revised TIES Development and Construction Management Agreement with AFA in substantially the form attached hereto

[1] No changes are contemplated as to the Operations and Management Agreement for the operation and management of facilities to be developed as part of the TIES Property component of the Project.

as Exhibit "C," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 5. Implementation. The Village Manager is hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution, the Revised First Amended and Restated Galleon St. Development and Construction Management Agreement, the Revised First Amended and Restated Galleon St. Operations and Management Agreement, and the Revised TIES Development and Construction Management Agreement. That the Village Commission hereby confirms that implementation of this Resolution may include administrative approval of the amended Site Plan.

Section 6. Severability. In the event any portion or section of this Resolution is determined to be invalid, illegal, or unconstitutional by a court or agency of competent jurisdiction, such decision shall in no way affect the remaining portions of this Resolution, which shall remain full force and effect.

Section 7. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this 14th day of May, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

AMENDED AND RESTATED

DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT

(Galleon St. Property)

This AMENDED AND RESTATED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT (the "**Agreement**"), made effective as of _____ ____, 2024 (the "**Effective Date**"), by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**") and ASOCIACION DE FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("**AFA**"). The Village and AFA shall be referred to individually as a "**Party**" and/or collectively as the "**Parties.**"

RECITALS:

A. The Village owns certain land on the north side of Galleon Street between Jewel Avenue and East Treasure Drive, as further described in **Exhibit "A,"** attached hereto and made a part hereof (the "**Galleon St. Lot**" or "**Project Site**").

B. On October 11, 2021, the Village received an unsolicited proposal from AFA to develop the Project Site. On November 9, 2021, the Village issued Request for Proposals No. 2021-013 for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities." AFA was the only party that responded to the Request for Proposals by the December 9, 2021 deadline. After additional due diligence concerning AFA's response, on February 17, 2022, the Village Commission authorized the Village Manager to negotiate with AFA to clarify and improve potential deal terms. On April 25, 2022, the Village Commission approved proposed terms to be included in this Agreement and the separate Management Agreement (as defined below). On September 15, 2022, the Village Commission adopted a Resolution approving this Agreement and the Operations and Management Agreement ("**Management Agreement**").

C. The Village and AFA have agreed that AFA will pay for and coordinate the development on the Project Site of the following improvements (the "**Project**"), which will be owned by the Village, as such Project is further described in in the specifications attached hereto as **Exhibit "B"** (the "**Description of Improvements**") and in the proposal and recommendations submitted by AFA regarding the concept, development strategy, architectural and design schedule guidelines, process and strategy for obtaining governmental approvals, construction schedule requirements, construction budget requirements, and other relevant construction and development matters related to the Project (the "**AFA Proposal**"): (i) one building with a minimum of 10,000 usable square feet (using BOMA measurement standards) of office space, bathrooms, locker rooms, community center facilities and a rooftop seating area (such building, the "**Village Facility**"); and (ii) six multi-use courts, including 4 padel courts and 2 pickleball courts.

D. The Village and AFA have entered into that certain Development and Construction Management Agreement dated September 21, 2022 (the "**Original Agreement**") and

simultaneously entered into that certain Operations and Management Agreement, whereby, upon Completion of the Project (as defined below), AFA (or a third party engaged by AFA and approved by the Village) shall manage and operate the Project on behalf of the Village in accordance with the terms contained in the Management Agreement.

E. The Parties now intend to amend and restate the Original Agreement (and separately the Management Agreement) in its entirety to modify certain provisions of the Original Agreement.

F. This Agreement is not, and shall not be deemed to be, a development agreement under Section 163.3220 of the Florida Statutes.

G. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village Commission as a condition precedent to its execution.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
DEVELOPMENT MANAGEMENT

1.1 Engagement of AFA. In connection with the development of the Project, AFA shall have the responsibilities described in this Article 1. For the avoidance of doubt, except as provided in this Agreement, AFA shall have all responsibility, and the Village shall have none, in connection with the development and management of the construction of the Project. Notwithstanding the foregoing, the Village shall be responsible for the demolition of existing improvements and environmental clean-up of the Project Site within the timeframe agreed upon by the Parties in the Development Schedule. In any event, the Village agrees to initiate the process of demolition of the existing improvements and environmental clean-up immediately upon executing this Agreement and will put forth its maximum effort to have this completed as soon as practicable.

(a) Subject to the Village's approval of such appointment, AFA shall appoint a licensed professional engineer as its project representative (the "**AFA Representative**"). All references to AFA performing tasks related to development of the Project pursuant to this Article 1 shall be interpreted as being performed by AFA, through the AFA Representative. The AFA Representative shall coordinate the General Contractor, Project Architect, Engineers, (as such terms are defined below) and other consultants and professionals, in order to value engineer the Project and complete Approved Plans and Description of Improvements as more fully provided for under Section 1.2. AFA agrees that its contract with the AFA Representative (the "**AFA Representative Contract**") shall include a provision which states that the Village is an express third-party beneficiary of all obligations of the AFA Representative under the AFA Representative Contract. Such provisions shall also provide that the AFA Representative agrees (a) that the Village may bring legal actions under the AFA Representative Contract in its name as beneficiary

without the participation of AFA strictly upon the occurrence of an AFA Default; and (b) that all warranties, express and implied, run to both AFA and the Village. AFA shall require the general contract for the Project to be bonded including a payment and performance bond for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes in compliance with Section 1.1(h) below.

(b) The Village has appointed Public Works Director Marlon Lobban, PE (including any successors or substitutions of any of the foregoing) as Village's representative for the Project (the "**Project Representative**"). The Village and Project Representative's directives in connection with the Project, including, without limitation, selection of the General Contractor and Project Architect, shall be binding upon AFA.

(c) Subject in any case to the Village's approval, AFA shall select and retain all contractors and consultants including: architectural, civil, structural, mechanical, electrical, landscape and geotechnical engineers (collectively, "**Engineers**") along with the general contractor and subcontractors, and the interior designer and other consultants and professionals for the Project, as appropriate. Notwithstanding anything to the contrary herein, AFA shall review the bids with Project Representative prior to selection of the Engineers and General Contractor and shall seek approval of the Village and Project Representative regarding the final selection of the Engineers and General Contractor. The general contractor selected for the Project is herein called the "**General Contractor**" and the architect selected for the Project is herein called the "**Project Architect**." Upon selection of the General Contractor, Project Architect, Engineers, and other consultants and professionals, AFA shall assemble and negotiate the terms and conditions of the contracts therefor in consultation and cooperation with Village. Engineers shall be licensed professional engineers as provided in Chapter 471, Florida Statutes. Project Architect shall be a registered architect as provided in Chapter 481, Florida Statutes. General Contractor shall be a licensed general contractor under the laws of the State of Florida.

(d) AFA (in consultation with the Project Representative) shall finalize the construction budget for the Project (including hard costs and soft costs, acquisition costs, and cost of furniture, fixture, equipment and interior design packages to be selected by Village to be installed in the Village Facility) (as may be adjusted from time to time, the "**Construction Budget**"), a Project logistics plan for the Project staging of construction activities, crews, materials and equipment ("**Logistics Plan**"); and a development schedule (including any critical path performance dates, the "**Development Schedule**"), which development schedule shall not exceed 36 months from final approval of the site plans by the Village, for Completion of the Project.

(e) The Village will have no responsibilities or obligations in connection with obtaining financing to build or operate the Project. Rather, AFA shall be responsible for any and all costs in connection with the Project, including without limitation, the repayment of any financing and costs in connection therewith. For the avoidance of doubt, any financing obtained by AFA shall not result in the imposition of any mortgage, security interest or lien upon the Project Site. Notwithstanding the foregoing, the Village shall be financially responsible for certain items (the "**Village Galleon Improvements**") as set forth in the preliminary budget attached hereto as

Exhibit "C" (the "**Preliminary Budget**"). The Village shall be financially responsible for any overage arising from the Village Galleon Improvements.

(f) AFA shall provide regular monitoring of design and development and construction and completion progress for the Project in consultation and with the involvement of Project Representative.

(g) AFA shall promptly review and pay all payment applications and invoices from the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers, to AFA for work performed on the Project.

(h) Village shall have the right to review all bids received by AFA in connection with the Project and provide comments or request reasonable edits, including, without limitation, on matters concerning the Project and the Village Galleon Improvements. Upon selection of the General Contractor, AFA shall enter into a guaranteed maximum price general construction contract for the construction of the Project, which shall include all labor, materials, equipment and supplies for the construction of the Project, as well as General Contractor's overhead and profit (the "**GMP Contract**"), to be entered into between the General Contractor and AFA. At the Village's option, pursuant to such GMP Contract, the Contractor shall be obligated to construct the Village Galleon Improvements on behalf of the Village pursuant to specifications submitted by the Village and upon conditions to be set forth in the GMP Contract. Prior to executing the GMP Contract with General Contractor, AFA shall submit the execution version of the GMP Contract to the Village for approval. AFA agrees that the GMP Contract shall include a provision which states that (a) the General Contractor agrees to provide a separate invoice for the Village Galleon Improvements; and (b) the Village is an express third-party beneficiary of all obligations of General Contractor under the GMP Contract and that the Project Representative shall be promptly notified by the General Contractor in the event that, during construction, any Village Galleon Improvement in the approved construction budget increases, for any reason, more than 5%. Such third-party provisions shall also provide that the General Contractor agrees (a) that the Village may bring legal actions under the GMP Contract in its name as beneficiary without the participation of AFA; and (b) that all warranties, express and implied, run to both AFA and the Village. The GMP Contract shall also include a provision which states that, in the event of a default hereunder by AFA which remains uncured for more than thirty (30) days, the Village, at its option, may elect to invoke the automatic assignment to the Village of all agreements and contracts between AFA and any subcontractors (along with any purchase orders for materials, if any), in the event that Village enforces its rights under the GMP Contract as described above. AFA agrees that mere consultation with the Project Representative shall impose no liability on the Village for any recommendations made to AFA nor affect any of AFA's obligations hereunder. The General Contractor shall be bonded and shall provide a payment and performance bond (the "**Performance Bond**") for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes. The Village shall be named as a dual obligee on any such bonds with respect to the Project. AFA must, within three (3) days of the effective date of the GMP Contract, deliver to the Village the Performance Bond in a form acceptable to the Village. The surety providing the Performance Bond 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). If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the GMP Contract is required by the provisions of any bond to be given to a surety, the amount of the Performance Bond shall be adjusted accordingly.

(i) AFA shall, in consultation with Project Representative, select subcontractors and subcontracts. AFA shall (i) analyze subcontractor bids along with General Contractor, and (ii) advise Village with respect to the selection of subcontractors and the award of the subcontracts. The Village acknowledges that Project Football, LLC, a Florida limited liability company, is pre-approved as a subcontractor for the provision of services under this Agreement.

(j) AFA will apply for and use commercially reasonable efforts to obtain or cause to be obtained all approvals necessary for the construction and development of the Project, including, without limitation, planning, zoning or rezoning, plat, site plan approval, licenses, variances and approvals, as necessary, as required by all applicable governmental agencies, bodies, boards and tribunals, with jurisdiction over the construction of the Project Site (collectively, the "**Governmental Authorities**"), including building permits, certificate of occupancy and similar approvals for the construction, development, and use of the Project. AFA with the Village's assistance will also negotiate with the appropriate municipal and public utility bodies for providing water, sewer and drainage utilities, electric, telephone and telecommunication services and facilities to the Project and cause the necessary documentation to effectuate same to be prepared. Subject to review by the Village Manager and the Village Attorney, the Village agrees to execute such documentation pursuant to this Agreement, provided that all such agreements are the standard agreements typically used for such utilities and the rates charged for such utilities are consistent with rates charged for similar development projects. The Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Project or any operations at the Project. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

(k) AFA shall conduct meetings on a regular schedule with Project Representative, General Contractor, the Project Architect, Engineers, and other consultants and professionals in order to coordinate the work to be done pursuant to the Approved Plans and Description of Improvements and shall give reasonable prior notice to Village of such schedule. The Parties agree that such meetings shall take place no more than once every thirty (30) days prior to the commencement of construction of the Project and thereafter no more than once every fifteen (15) days until Completion of the Project in accordance with this Agreement unless an urgent matter arises which requires an emergency meeting (said meetings may be called by the Project Representative, General Contractor, Project Architect, Engineers or AFA). AFA shall render to Village a monthly report, which report shall contain the following information as to the Project:

(1) the actual progress of work achieved on the Project during such month and to date, including the issuance of a monthly updated (a) critical path method schedule for the Project, (b) site logistic plan, (c) cash flow projection plan, estimating the flow in and out of the Project expenses on a monthly basis or other frequency agreed to by the Parties, and (d) contract change order log, including any outstanding potential change orders and change order requests;

(2) the actual expenditures made, during such month and to date, by category of expenditure and a Development Schedule report;

(3) reports of payments (including receipts) made to the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers;

(4) the estimated cost and time to complete the Project using acceptable industry construction cost estimation methods; and

(5) any change orders, Construction Budget changes and/or Logistics Plan changes for the preceding month. AFA acknowledges and agrees that the creation of a contingency fund shall be formally established in the GMP Contract; the use of contingency funds shall be for certain permitted uses by General Contractor as will be documented in the GMP Contract in consultation with the Village and Project Representative.

(l) Without limitation of the foregoing, AFA, together with the Project Architect, shall conduct regular monthly meetings with General Contractor to review with General Contractor unpaid requisitions and monthly draws, and AFA, together with Project Architect, shall review and process requisitions of payment received from General Contractor in accordance with the terms of its GMP Contract. Project Representative shall be provided prior notice and be permitted to attend and participate in all such meetings.

(m) AFA shall monitor the construction of the Project by the General Contractor in accordance with the terms of this Agreement and the GMP Contract.

(n) AFA shall establish and administer a change order program. AFA shall have the right to negotiate any change orders pursuant to the GMP Contract and any other Project contractual commitments, including without limitation, any change orders required to meet requirements of Governmental Authorities. AFA shall inform Village of such change orders and shall maintain records thereof. Notwithstanding anything to the contrary herein, if any change order affecting the Project (i) exceeds $250,000 individually, or (ii) will result in a material delay to the Development Schedule of the Project, then AFA shall provide written notice to Village and Village Manager of any such change order prior to negotiating or approving same. If any change order will result in a cumulative reduction in the usable square footage within any component of the Village Facility by more than one percent (1%), then such change order shall be subject to review and approval by Village and Project Representative. Without limitation of the foregoing,

the Village, acting by written directive of the Village Manager, may order in good faith design changes to the Village Facility consisting of additions, deletions or other revisions, that will not result in a delay to the Development Schedule of the Project and do not exceed $500,000 in the aggregate.

(o) The Village Galleon Improvements will be constructed by the General Contractor pursuant to the GMP Contract. AFA acknowledges and agrees that it will have an opportunity to review the scope and timeline of the Village Galleon Improvements and that performance by the Village of the Village Galleon Improvements shall not excuse AFA from performing its obligations pursuant to this Agreement nor will any delays in construction caused by the Village Galleon Improvements be considered a breach by AFA. Notwithstanding the foregoing, the Village agrees to use reasonable efforts to coordinate its construction schedule with AFA to reduce disruption in the execution of the Project by AFA. Village agrees that it shall promptly pay, in accordance with the Florida Prompt Payment Act, Fla. Stat. Ch. 218, for all Village Galleon Improvements invoiced by the General Contractor to AFA and in any event prior to AFA's obligation to transfer payment to the General Contractor.

(p) AFA, in consultation with the Village's Project Representative, shall negotiate the closeout of the GMP Contract, including completion of punch-list items, occupancy certificates and final payment.

1.2 Preparation of Plans and Specifications.

(a) AFA hereby agrees and acknowledges that the Design Development Plans (as defined below) for the Project shall be substantially in the form attached hereto as Exhibit B.

(b) AFA shall engage an architect or other appropriate professional to prepare a detailed plan of the interior space of the Project which shall be substantially in the form attached hereto as Exhibit B contained in the AFA Proposal and which describes how space in the Project will be allocated amongst AFA, the parks and recreations department of the Village; and the Village community center; and include such other details as necessary so that the Village can confirm that the Project meets the needs of the Village and so the Village can plan how to use the space accordingly (the "**Space Plan**"). The Space Plan shall be subject to the Village's approval which shall not be unreasonably withheld or delayed, provided that the Space Plan demonstrates that the space in the Project is sufficient for the Village's needs.

(c) AFA shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare the design development plans and specifications that further define the scope of the Project based on the Description of Improvements (collectively, the "**Design Development Plans**"). The Village shall be entitled to a maximum of twenty (20) business days, commencing on the date AFA and/or the Project Architect and/or Engineer delivers the Design Development Plans to the Village, to review and approve (or disapprove and provide express reasons for such disapproval) the Design Development Plans for the Project.

(d) Upon approval by Village of the Design Development Plans for the Project, AFA shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare and to submit to Village for approval, final permit and construction plans and specifications for the Project that further define the scope depicted in the Design Development Plans (the "**Construction Drawings**"). The Village shall be entitled to a maximum of twenty (20) business days, commencing on the date AFA and/or the Project Architect and/or Engineer delivers the Construction Drawings to the Village, to review and approve (or disapprove and provide express reasons for such disapproval) the Construction Drawings for the Project. The final Construction Drawings as approved by Village (as the same from time to time may be modified or amended and approved by Village), are termed the "**Approved Plans and Description of Improvements**."

1.3 Overall Standard of Care. AFA acknowledges that in performing its duties and obligations it shall at all times follow directives issued by the AFA Representative. In carrying out its duties and obligations, AFA shall perform the services under this Agreement in accordance with the highest standards of care, skill, prudence and diligence that an experienced professional developer of projects in South Florida similar to the Project would be expected to use and exercise in the conduct of such development, and the responsibility of AFA in performing its duties and obligations hereunder shall be measured in each case against the standards of performance described in this Section or otherwise in this Agreement. AFA shall not be responsible for matters beyond its reasonable control (including Village's failure or delay to authorize or permit AFA to take any actions or make any expenditures required to meet these standards). Except as expressly authorized under this Agreement, or unless otherwise approved by Village, AFA shall deal at "arms-length" with all third parties and shall not make any payment to or enter into any arrangement with respect to the Project with any affiliated or related party of AFA, without the prior written disclosure to and prior written consent of Village, which consent shall not be unreasonably conditioned, delayed or withheld.

1.4 Village's Responsibilities. Village hereby covenants that:

(a) Village shall promptly provide full information regarding Village's requirements for the Project.

(b) Village shall furnish AFA with all reports, plans, documents and information reasonably required for the performance by AFA of the scope of its duties and responsibilities under this Agreement in Village's possession or of which Village has knowledge (and not in possession or knowledge of AFA).

(c) For purposes of this Agreement, any approval by the Village shall mean the approval by the Village Manager (or his or her designee). Any such approval shall not be unreasonably withheld or denied. If, within twenty (20) business days after Village's receipt of any written request from AFA for any approval or consent under this Agreement, Village does not approve or disapprove such item, then AFA may proceed on the assumption that such item has been approved.

(d) Village shall cause Project Representative to remain generally available to perform Village's duties and obligations under this Agreement and be involved throughout the term of this Agreement on behalf of Village to the extent reasonably necessary for Village to perform its obligations under this Agreement, including without limitation, Village providing feedback and approval, as warranted, with respect to certain development and construction matters hereunder.

(e) Village shall cooperate with AFA in connection with the construction of the Project (including, without limitation, attending such meetings as are necessary, and signing documents, applications, instruments and agreements in furtherance of completing the Project) and, upon the written request of AFA, from time to time, also shall coordinate with AFA any interaction with private and public sector entities that may have standing with respect to the Project and those having approval or regulatory authority regarding the Project.

(f) The Village shall not be responsible for the payment of ad valorem taxes for the Project Site nor any portion thereof subject to shared use agreements. AFA agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the Project Site. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the Project Site, AFA agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) days after payment of such ad valorem taxes is made by the Village.

(g) Subject to review by the Village Manager and the Village Attorney (which review shall not be unreasonably withheld, conditioned or delayed), the Village agrees to execute acknowledgements and/or customary consents to all agreements, contracts and documentation negotiated between AFA and General Contractor, Project Architect, Engineers, and other consultants and professionals for the Project.

(h) The Village hereby agrees and acknowledges that to the extent there is a delay in completion and delivery of any portion(s) of the Project, subject to subsection (i) below, the Village shall issue a partial temporary certificate of occupancy for the portions of the Project Improvements that have been completed consistent with applicable building code requirements, provided, however, that shall not be a waiver of the Village's claims pursuant to this Agreement.

(i) This Agreement shall not impose any obligation upon the Village in its regulatory capacity.

Article 2
AFA'S WARRANTIES AND REPRESENTATIONS

2.1 Authorization. AFA represents that it is an entity validly existing and in good standing as a civil association in the Republic of Argentina. The execution, delivery and performance of this Agreement by AFA has been duly authorized, and this Agreement is binding on AFA and enforceable against AFA in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

2.2 Licensing. AFA, on behalf of the AFA Representative, the General Contractor, the Engineers and the Project Architect ("**AFA's Consultants**"), hereby warrants and represents that at all times during the term of this Agreement all such AFA's Consultants shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform its duties and obligations for Village under this Agreement.

2.3 Expertise. AFA further warrants and represents that AFA's Consultants have the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

2.4 Financial Resources. AFA has the financial resources available to it for the complete and timely performance of its duties and obligations contemplated under this Agreement.

Article 3
AGREEMENT TERM AND CONTINGENCY

3.1 Term. This Agreement shall continue from the Effective Date until completion of the Project, unless otherwise earlier terminated pursuant to, and in accordance with, the terms hereof. For all purposes of this Agreement, the term "**Completion of the Project**" shall mean the latest to occur of: (a) issuance by the Project Architect of a certificate stating that the Project has been substantially completed in accordance with the Approved Plans and Description of Improvements (and any and all approved change orders from time to time) and (b) the issuance by the General Contractor of a final bond release and the payment of final retainage under the GMP Contract and the performance of final punch-list items, and (c) the issuance of a CO for the Project, and (d) the completion of all material punch-list items which would otherwise unreasonably interfere with the Village and AFA's ability to safely and lawfully occupy, use, and operate the Project in the ordinary course of business.

3.2 Contingent. The Parties agree that their mutual obligations pursuant to this Agreement shall not become effective unless and until (a) the Village has executed the Management Agreement with AFA; (b) the Village has executed the Development and Construction Agreement and the Operations and Management Agreement for the fields at Treasure Island Elementary School (the "**TIES Property**"); (c) the Miami-Dade County School Board has approved the Development and Construction Agreement and the Operations and Management Agreement for the TIES Property; and (d) the Miami-Dade School Board and the Village have executed the Amended Joint Use Agreement.

Article 4.
TERMINATION AND SUSPENSION; INDEMNITIES.

4.1 Termination for Cause by the Village.

(a) Notwithstanding the term of this Agreement as established under Section 3.1 hereof, the engagement and services of AFA under this Agreement may be terminated at any

time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"):

(1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, AFA's failure to commence construction of the Project within thirty-six (36) months after the Effective Date.

(2) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or

(4) Any AFA Default.

If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

4.2 Termination without Cause by Village. This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars; plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated (the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). All work in progress will become the property of the Village and will be turned over promptly by AFA.

4.3 AFA Indemnity Undertaking. AFA agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with (a) any AFA Default

under this Agreement; and (b) the development of the Project, provided that such Liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of AFA, the General Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. This indemnification provision shall obligate AFA to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, appellate, supplemental or bankruptcy proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by AFA or persons employed, utilized, or subcontracted by AFA. Notwithstanding the foregoing, AFA's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any Village Indemnitee. This indemnification shall survive for 5 years from the date of this Agreement's termination or Completion of the Project. For the avoidance of doubt, the failure of AFA to achieve Completion of the Project in accordance with the Development Schedule other than as a result of a Force Majeure Event, and absent a delay or default by the Village, shall trigger AFA's obligation to indemnify Village as described above. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village and its officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village agency or instrumentality which performs any official function under this Agreement;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims. Notwithstanding the foregoing, except in the event of the theft, fraud or other dishonesty of AFA (to the extent such action otherwise constitutes a AFA Default under item (1) of Section 4.3(iii) hereof after giving effect to the last sentence thereof), the term "Liabilities" shall include punitive or exemplary damages; and

(iii) "**AFA Default**" means with respect to the performance of its duties under this Agreement or otherwise in connection with the Village or the Project: (1) the theft, fraud or other dishonesty of AFA; (2) the negligence or willful misconduct of AFA; (3) any act or omission of AFA that constitutes a breach of this Agreement and the failure by AFA to cure such breach within thirty (30) days of written notice thereof from Village; provided, however, that, if such breach is not reasonably capable of being cured within such thirty (30) day period, and if AFA shall initiate and document such diligent efforts to cure such breach within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any governmental agency or instrumentality to effect such cure, whichever is earlier; or (4)

a default by AFA pursuant to that certain Development and Construction Agreement of even date herewith for the TIES Property.

4.4 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village fails to perform or observe any express, proprietary or non-sovereign duty, obligation or agreement of Village under this Agreement in any material respect, and fails to cure such failure within thirty(30) days of written notice thereof from AFA; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village, which is not cured by Village as set forth herein, AFA shall have the right to terminate this Agreement upon written notice of termination given by AFA and shall be entitled to the Development Fee.

(b) AFA may terminate this Agreement at any time in the sole discretion of AFA effective upon written notice given by AFA in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal. Any termination by AFA arising under Section 4.4(a) above entitles AFA to the Development Fee.

4.5 Termination Obligations. Within ten (10) days of the expiration or earlier termination of this Agreement, or upon the termination or suspension of the engagement and services of AFA hereunder, AFA shall:

(a) Provide a final accounting to Village for the Project along with an affidavit of payment of debts and claims and a written consent from the surety in form and substance acceptable to the Village;

(b) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the construction of the Project, all permits and approvals, plans and specifications maintained or in the possession or control of AFA (except for AFA's personal property both tangible or intangible which shall be removed by AFA) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by AFA at AFA's sole cost and expense);

(c) Assign any contract rights regarding the Project Site; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly termination and transfer of AFA's services, duties, obligations and activities on the Project.

Article 5
INSURANCE

5.1 Insurance to Be Maintained by AFA. AFA shall purchase and maintain insurance of the type and extent as set forth on **Exhibit "D"** attached hereto. All such insurance maintained by AFA in connection with the Project shall name Village and the Project Representative as additional insureds and, with respect to matters arising from AFA's negligence or willful misconduct, shall be primary as against any policies maintained by Village, but shall be excess and non-contributing as against any policies maintained by General Contractor or its subcontractors. Upon written instruction from the Village specifying any other entities to be included as an additional insured, AFA shall add such entities as additional insureds as provided herein.

5.2 Construction Insurance. AFA shall instruct General Contractor to obtain, prior to commencement of any work, and at its sole cost and expense, and thereafter at all times during the performance of the construction contract with General Contractor until Completion of the Project (or such longer period as specified in the GMP Contract), maintain, and instruct General Contractor to have each subcontractor and sub-subcontractor to obtain, and thereafter at all times during the performance of this Agreement, maintain, at each subcontractor's and sub-subcontractor's sole cost and expense, the insurance required to be maintained as set forth on **Exhibit** "**D**" attached hereto. AFA shall instruct General Contractor to monitor each subcontractor's and sub-subcontractor's insurance to require each subcontractor and sub-subcontractor to maintain such insurance until Completion of the Project.

5.3 Cooperation. Village and AFA shall cooperate with the other Party and with General Contractor in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim under any of the policies of insurance maintained by each, and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

5.4 Insurance Schedule. Village and AFA acknowledge that the insurance coverage held by General Contractor and all subcontractors must be approved by Village.

Article 6
MISCELLANEOUS

6.1 Estoppel Certificate. Each Party shall from time to time, within thirty (30) days after receipt of written request from the other Party, or the other Party's lender(s), execute and deliver to the requesting party written estoppel certificates, containing the reasonably requested

information, including, without limitation, a certification that this Agreement is in full force and effect.

6.2 No Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and AFA and no other third party shall have any claim to any such right or benefit thereof.

6.3 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, freight prepaid.

(b) All Notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. Ralph Rosado, Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to AFA, to:

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ctapia@afa.org.ar

With a copy to:

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

6.4 Village Approvals. Any approvals required from the Village arising under this Agreement, and for which a specific deadline is not established, shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by AFA unless earlier approval required ("**Approval Period**"). If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village.

6.5 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.6 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, party or parties may require.

6.7 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

6.8 Assignment. The rights of the Parties under this Agreement are personal to the Parties and may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld. AFA shall have the right to assign its rights and obligations under this Agreement to a third party with Village approval, which shall not be unreasonably withheld, by providing the Village thirty-day prior written notice ("**Assignment Notice Period**") in accordance with Section 6.3 of this Agreement. If the Village fails to approve or reject such request within the Assignment Notice Period, then such assignment shall be considered approved by the

Village. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment of this agreement shall not relieve AFA from liability under this Agreement and AFA shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement.

6.9 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6.10 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

6.11 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

6.12 Time of Essence. Time is of the essence of this Agreement.

6.13 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Village and AFA.

6.14 Amendments. This Agreement may not be modified, altered or amended except pursuant to a written instrument executed by Village and AFA with the same formalities of this Agreement, including, without limitation, approval of the amendment by the Village Commission.

6.15 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the Project Site. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

6.16 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

6.17 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

6.18 Non-Discrimination. In the performance of its obligations under this Agreement, AFA shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements

imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

6.19 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.**

6.20 Drug Free Workplace. AFA shall at all times comply with, and shall use its good faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

6.21 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, or any other cause that is not within the reasonable control of AFA or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

6.22 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees to not to disclose financial information regarding AFA or other information marked or stamped as being proprietary or confidential by AFA (such as, without limitation, general construction cost data, bank accounts maintained by AFA, or information regarding other projects constructed, developed, leased or managed by AFA) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

(b) Notwithstanding the foregoing, the Parties and their affiliates and representatives may (i) issue press releases, (ii) make any other public announcements or statements with respect to the transactions contemplated by this Agreement, and (iii) disclose the name of AFA.

6.23 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

6.24 Expert Resolution Process. All disputes regarding the matters described in Sections 1.1, 1.2, 3.1, 6.21 (individually, an "**ERP Dispute**" and collectively, the "**ERP Disputes**"), shall be resolved in accordance with the expert resolution process described below in the provisions of this Section 6.24 (the "**ERP**").

(a) The Party desiring that the Expert resolve any ERP Dispute (the "**Initiating Party**") shall give notice in accordance with the provisions of this Agreement to the other Party (the "**Recipient Party**") that it desires to initiate the ERP (the "**ERP Notice**"). The Initiating Party and the Recipient Party shall agree on the Expert as set forth in subsection (f) below. The cost of the ERP shall be borne equally between the Parties.

(a) Within thirty (30) days after the selection of the Expert (as defined below), the Initiating Party and the Recipient Party shall submit their ERP Dispute to the Expert for determination. The Expert shall discuss the ERP Dispute in detail with the Initiating Party and the Recipient Party and otherwise undertake such investigation and study such materials as the Expert believes reasonably necessary to make an informed decision. Examination of witnesses by the Initiating Party and the Recipient Party and by the Expert shall be permitted in the discretion of the Expert.

(b) A written transcript of the proceeding shall be made and furnished to the Parties. The Expert shall determine any ERP Dispute, controversy or claim under this Agreement in accordance with the terms hereof. The Expert shall state the reasons upon which its decision is based in writing. The decision of the Expert shall be issued promptly but in no event later than thirty (30) days after the Parties have submitted their final statements and proofs to the Expert. Each Party shall have the right to bring an action in any court of competent jurisdiction to enforce the Expert's award.

(c) The Expert may grant any remedy or relief within the scope of this Agreement and the applicable provisions hereof and under applicable law. In the absence of fraud, gross misconduct, collusion, departure from the essential requirements of law or an error in law or a material fact appearing on the face of the order or award issued by the Expert, the written decision of the Expert shall be final and binding on the Parties. The Parties intend that the decision by the Expert shall be binding for all purposes and that no right of appeal shall exist; for the sake of clarity, any such ERP Dispute may not be relitigated through the ERP process or otherwise.

(d) The Parties voluntarily and knowingly waive any right to pursue any ERP Disputes involving the Parties in any forum or through any process or proceeding other than the process and procedures set forth in Section. The foregoing process shall be the exclusive method available for resolution of ERP Disputes hereunder that cannot otherwise be resolved.

(e) For purposes of this Agreement, **"Expert"** means an independent nationally recognized consulting or other firm or individual having at least ten (10) years recent professional experience as to the subject matter in question, who is qualified to resolve the issue in question and who is appointed in each instance by agreement of the Parties. In the event either Party calls for an Expert determination pursuant to the terms hereof, the Parties shall have thirty (30) days from the date of such request to mutually agree on one (1) recognized consulting firm or individual with relevant experience as the Expert and, if they fail to agree, each Party shall have an additional ten (10) days to each select one (1) recognized consulting firm or individual with relevant development experience as the Expert and within ten (10) days of such respective selections, the two (2) respective firms and/or individuals so selected by each of the Parties hereto shall select another such recognized consulting firm or individual to be the Expert. If either Party hereto fails to make its respective selection of a firm or individual within the ten (10) day period provided for above, then the other Party's selection shall be the Expert. Also, if the two respective firms and/or individuals so selected shall fail to select a third recognized consulting firm or individual to be the Expert, then the Expert shall be appointed by the American Arbitration Association in Miami-Dade County, Florida.

6.25 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

6.26 Compliance with Federal, State and Local Laws. AFA understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and AFA agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, AFA agrees to require AFA's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional

standards, as they may be amended from time to time.

6.27 Further Assurances. In addition to the obligations required to be performed under this Agreement by the parties, the parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

6.28 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents.

6.29 Entire Agreement. This Agreement, along with its exhibits, including the Operations and Management Agreement, contains the final and entire agreement between the Parties with respect to AFA's engagement hereunder. The Parties shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

6.30 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ASOCIACION DE FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____
Name:_____
Title:_____

Attest:

_____
Village Clerk

NORTH BAY VILLAGE, a Florida municipal corporation

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

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

EXHIBIT A
LOT DESCRIPTION

- The Project includes development of the following property: The Galleon Street site consists of an approximately 48,000 square-foot (1.10 acres) parcel, with address documented as 1851 Galleon Street, North Bay Village. This site is developed with municipal facilities, including an approximately 10,000 square-foot mini-park and playground; a structure that lately housed the North Bay Village Police Communications Center (now relocated), and the Village's Public Works storage yard and wastewater pump station facility. The above-ground pump station is expected to be demolished and placed underground in/by 2024, thereby making that portion of the site available for recreational use.

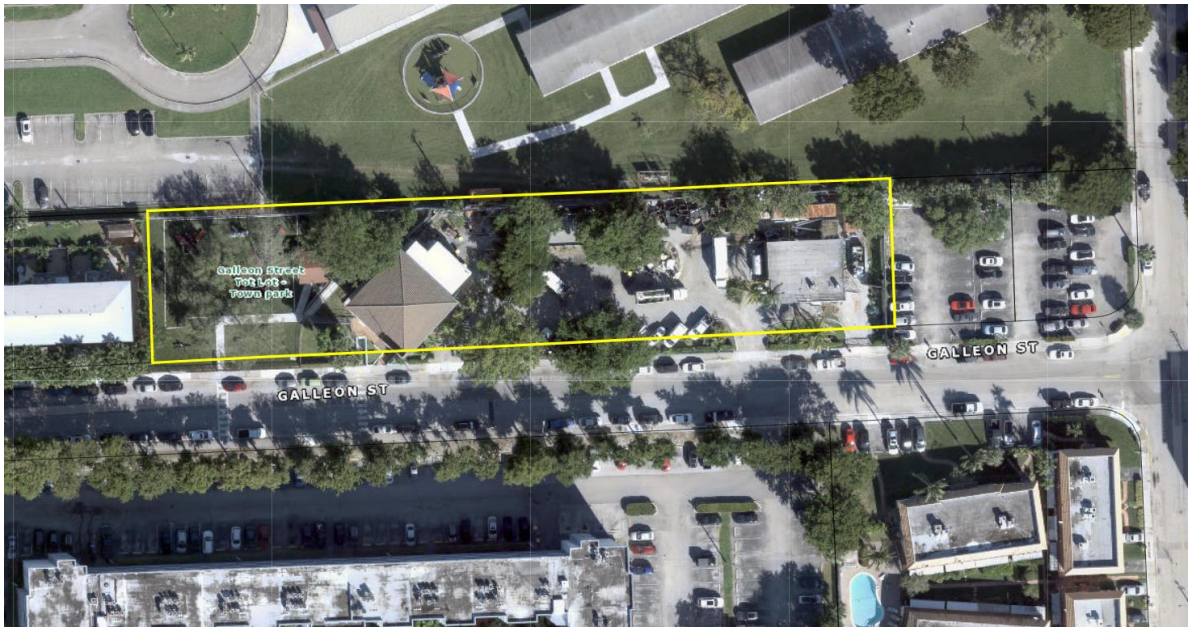


EXHIBIT B
DESCRIPTION OF IMPROVEMENTS

NORTH BAY VILLAGE COMMUNITY CENTER



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C3 - SITE UTILITIES

PLANA INTERNATIONAL
JAIME PLANA
ARCHITECT
FLORIDA LICENSE AR 9769
1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
PHONE: (561) 447-9344 e.FAX (561) 447-4162
E MAIL: archiplan@aol.com

CKM
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085 e.FAX (866) 610-4414
E MAIL: construkomusa@hotmail.com

Project Name and Address:
PROPOSED SITE PLAN FOR
COMMUNITY CENTER
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA
Client Name
AFA / NORTH BAY VILLAGE

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:
JAIME PLANA
SEAL

plot date: 04-01-2024

SHEET TITLE
COVER SHEET
A-0.0





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WESTON, FLORIDA 33327
PHONE: (954) 999-6085 e.FAX (866) 610-4414
E MAIL: construkomusa@hotmail.com

Project Name and Address:
PROPOSED SITE PLAN FOR
COMMUNITY CENTER
1951 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA
Client Name
AFA / NORTH BAY VILLAGE

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
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D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

RENDERING

A-0.1





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P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

RENDERING

A-0.2









CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND RELATED COSTS INCLUDING FEES FOR ANY FIELD CHANGES OR DEVIATIONS FROM CONSTRUCTION DOCUMENTS WITHOUT WRITTEN AUTHORIZATION FROM THE ARCHITECT OR ENGINEER OF RECORD.

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C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

RENDERING

A-0.3



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CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

AERIAL VIEW

A-0.4

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

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PHONE: (954) 999-6085 e.FAX (866) 610-4414
E MAIL: construkomusa@hotmail.com

Project Name and Address:
PROPOSED SITE PLAN FOR
COMMUNITY CENTER
1951 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA
Client Name
AFA / NORTH BAY VILLAGE

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
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C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

AERIAL VIEW

A-0.5

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

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ZONING INFORMATION

1851 GALLEON STREET, NORTH BAY VILLAGE, FLORIDA 3314133141
FOLIO # 23-3209-014-0200

ZONING DISTRICT	RM-40 RESIDENTIAL MULTIFAMILY DISTRICT
LAND USE	MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL
FUTURE LAND USE	PARKS & RECREATION
PORPOSED USE	SPORTS & COMMUNITY FACILITY
TOTAL AREA	48,000 SQ. FT. - 1.10 ACRES

		REQUIRED	PROPOSED
LOT COVERAGE		N/A	7,000 SQ. FT.
BUILDING TOTAL AREA (UNDER AC)			10,033 SQ. FT.
LOT AREA		MINIMUM 10,000 SQ. FT.	48,000 SQ. FT.
FRONTAGE		MINIMUM 100'-0"	480'-0"
MINIMUM YARD SETBACKS	FRONT	MINIMUM 25'-0"	25'-0"
	SIDE (INTERIOR)	MINIMUM 20'-0"	111'-4" / 247'-10"
	REAR	MINIMUM 15'-0"	15'-0"
MAXIMUM BUILDING HEIGHT		4 STORIES - 45'-0"	2 STORIES - 42'-0"
SITE COVERAGE PERCENTAGE			45.85% (21,418 SQ.FT.)
PERVIOUS AREA		MINIMUM 25%	49.83% (23,918 SQ.FT.)
SIDEWALKS			5,255 SQ.FT.
PADEL COURTS			9,040 SQ.FT.
PICKLEBALL COURTS			3,521 SQ.FT.
PARKING			
OFFICE	459 SQ. FT.	1 CAR SPACE / PER 300 SQ. FT. 2 CAR SPACES	
COMMON AREA	1,500 SQ. FT.	1 CAR SPACE / PER 75 SQ. FT. 20 CAR SPACES	
SUM	1,180 SQ. FT.	1 CAR SPACE / PER 400 SQ. FT. 3 CAR SPACES	
COMMUNITY CENTER	3,400 SQ. FT.	1 CAR SPACE / PER 300 SQ. FT. 11 CAR SPACES	
COURTS	6	5 CAR SPACE / PER COURT. 30 CAR SPACES	
TOTAL PARKING		66 CAR SPACES	68 CAR SPACES (4 ADA & 8 EV SPACES INCLUDED)
BICYCLE PARKING		6 BICYCLE PARKING / PER 50,000 SQ. FT.	6 BICYCLE PARKING
LOADING SPACE		UNDER 25,000 SQ. FT. 0 SPACES	0 SPACES

LEGAL DESCRIPTION:
LOT 3 THROUGH 8, BLOCK 9, OF "PORTION OF TRACT B 1ST ADDITION TO TREASURE ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 6, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.





OVERALL
SITE PLAN
NOT SCALE

NORTH

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ACCESSIBLE ROUTES WILL HAVE RUNNING AND CROSS SLOPES WILL MEET ADA STANDARDS

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FOLIO #:
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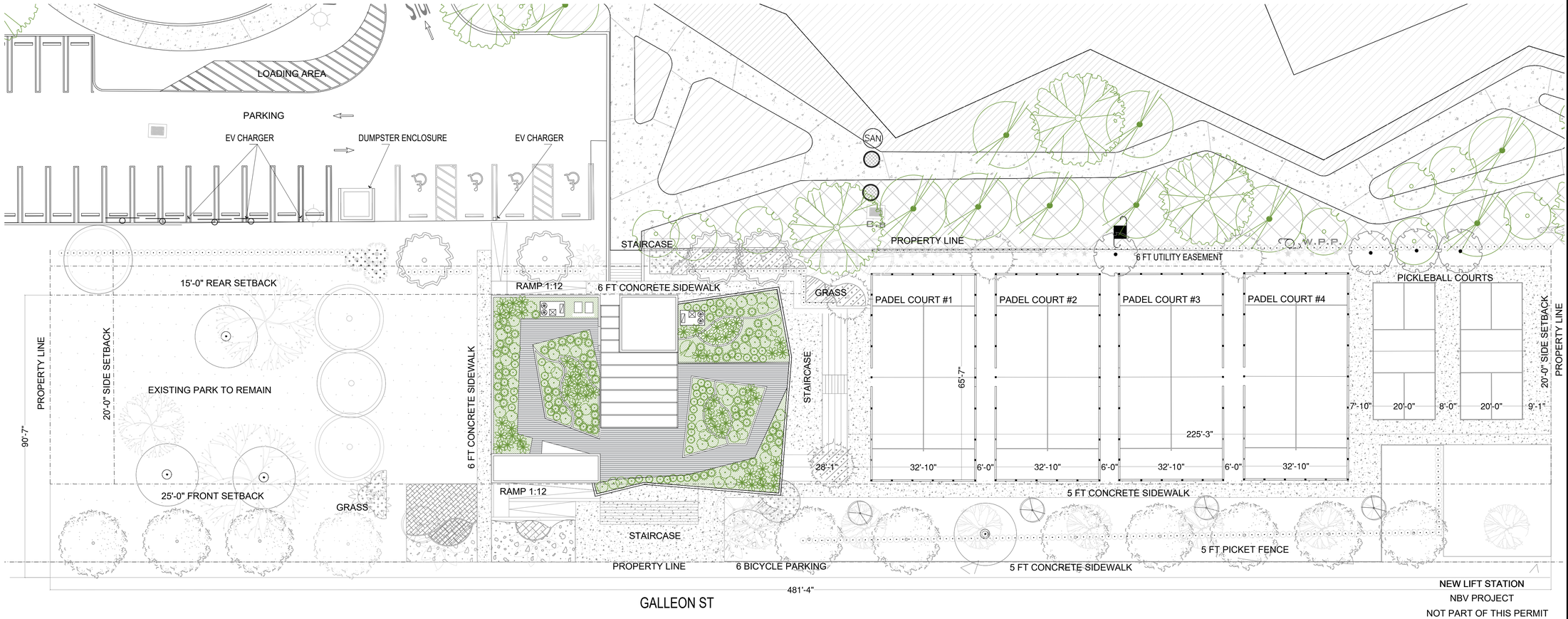
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE
OVERALL
SITE PLAN
A-1.0



ENLARGE
SITE PLAN

NORTH

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Architect:

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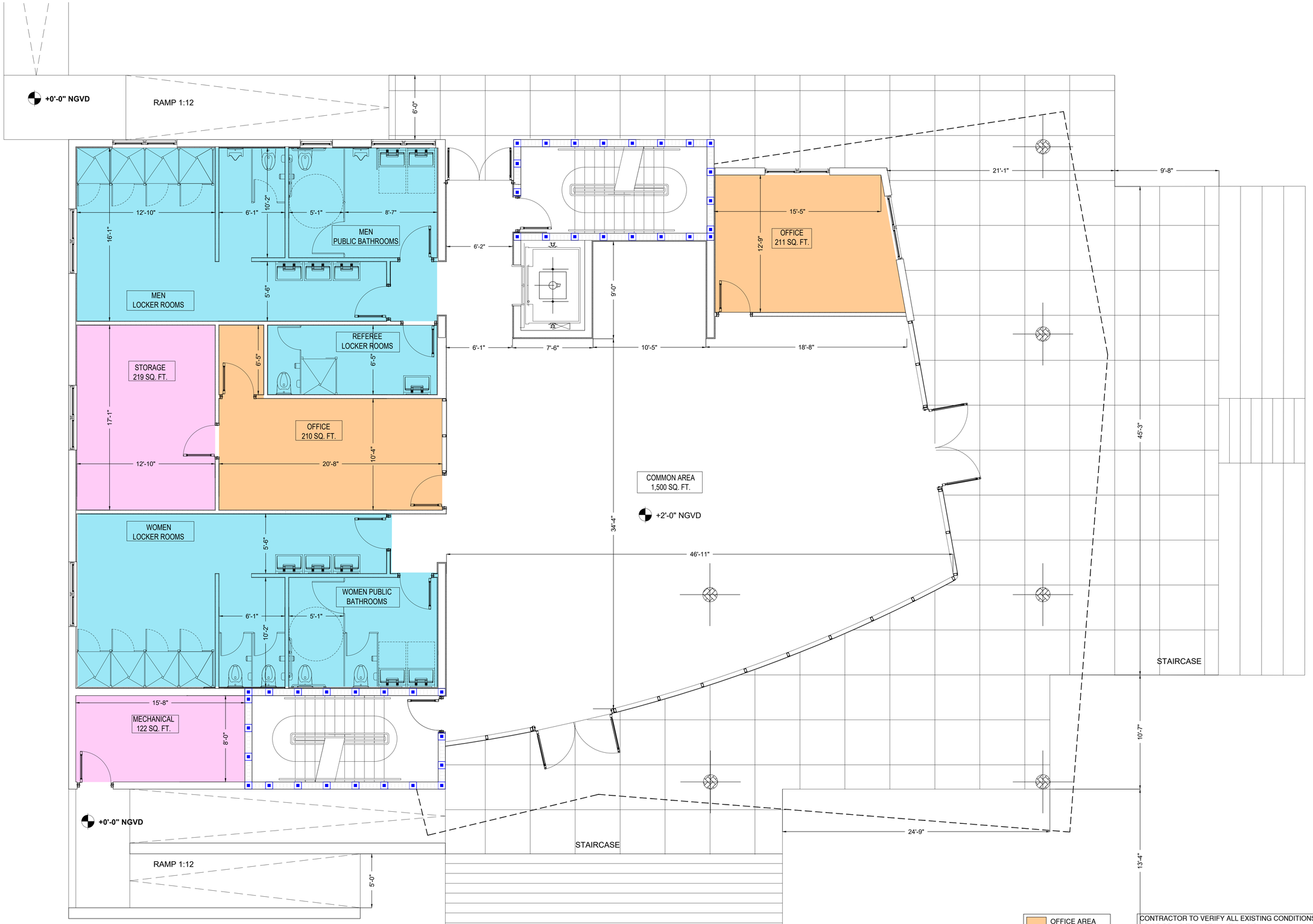
SEAL

plot date:
04-01-2024

SHEET TITLE

ENLARGE
SITE PLAN

A-1.0.1



GROUND FLOOR
SCALE 1/4" - 1'-0"

NORTH

OFFICE AREA
GENERAL AREA
SANITARY AREA
SERVICE AREA

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P.H.		PUBLIC HEARING

Architect:
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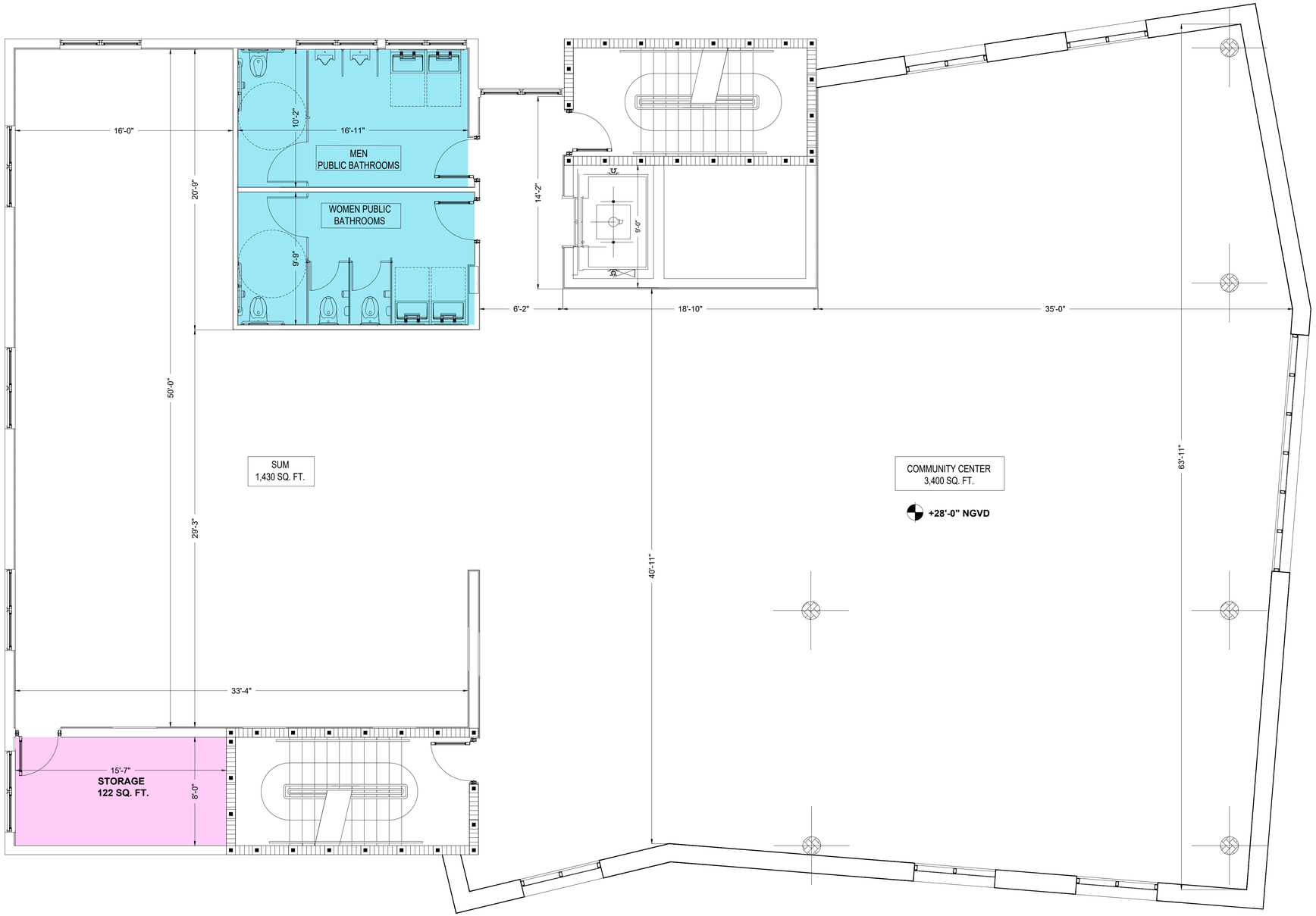
SEAL

plot date: 04-01-2024

SHEET TITLE
GROUND FLOOR PLAN
A-1.1



SECOND FLOOR
SCALE 1/4" - 1'-0"

NORTH

OFFICE AREA
GENERAL AREA
SANITARY AREA
SERVICE AREA

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C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

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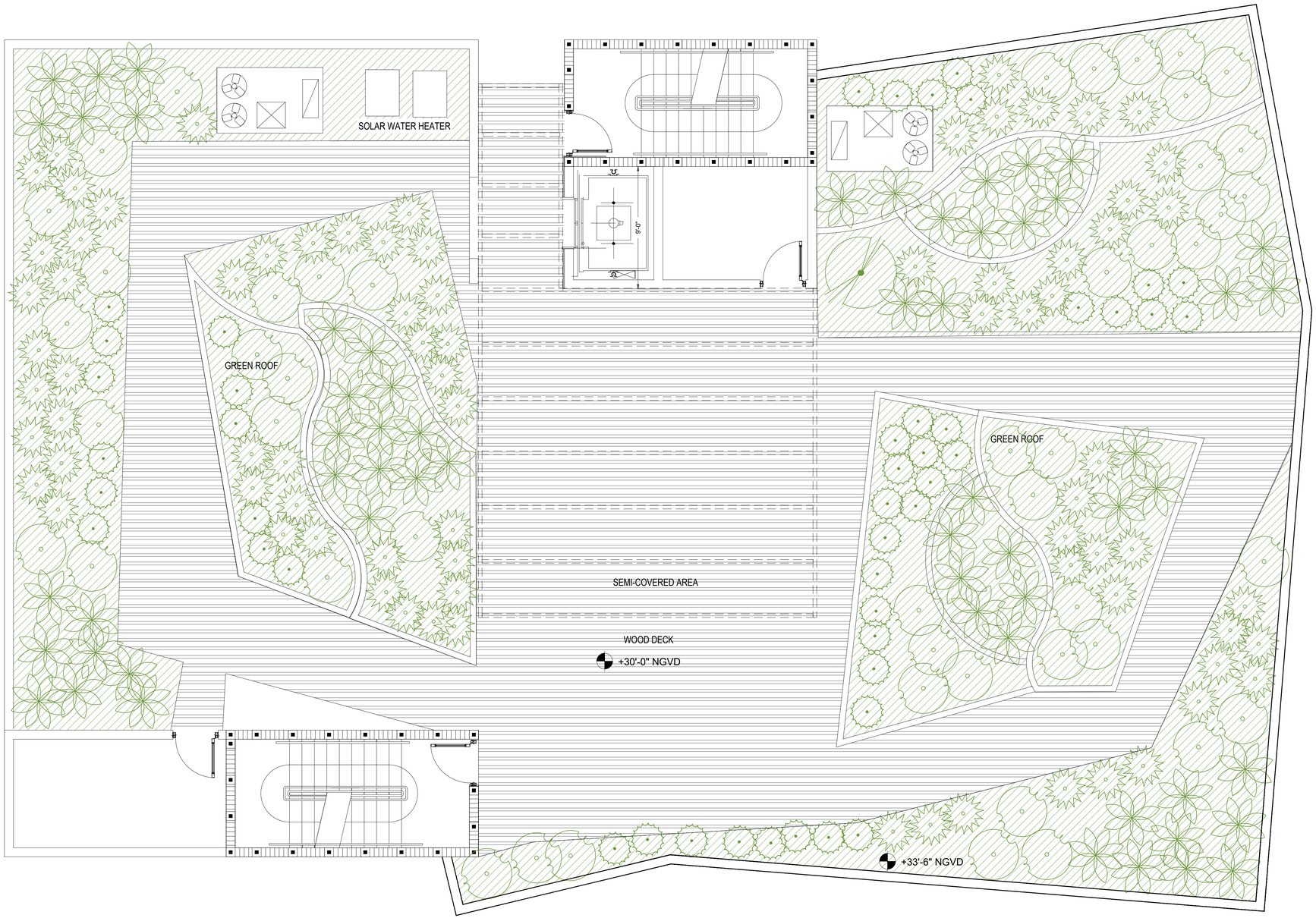
SEAL

plot date:
04-01-2024

SHEET TITLE

SECOND
FLOOR PLAN

A-1.2



TERRACE PLAN
SCALE 1/4" - 1'-0"

NORTH

	OFFICE AREA
	GENERAL AREA
	SANITARY AREA
	SERVICE AREA
	GREEN AREA

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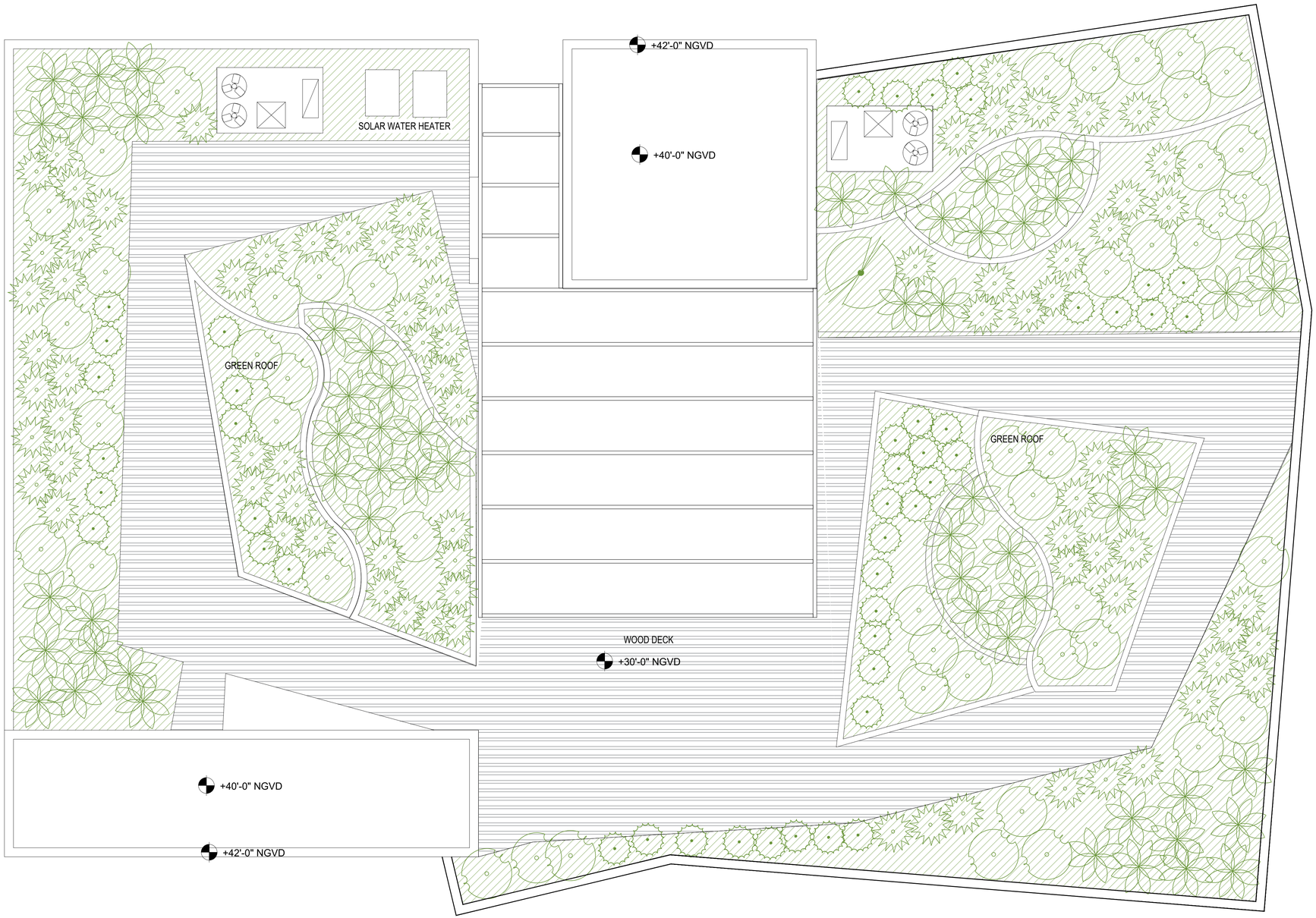
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:
JAIME PLANA
SEAL

plot date:
04-17-2024

SHEET TITLE
TERRACE PLAN
A-1.3



ROOF FLOOR PLAN
SCALE 1/4" - 1'-0"

NORTH

- OFFICE AREA
- GENERAL AREA
- SANITARY AREA
- SERVICE AREA
- GREEN AREA

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Client Name
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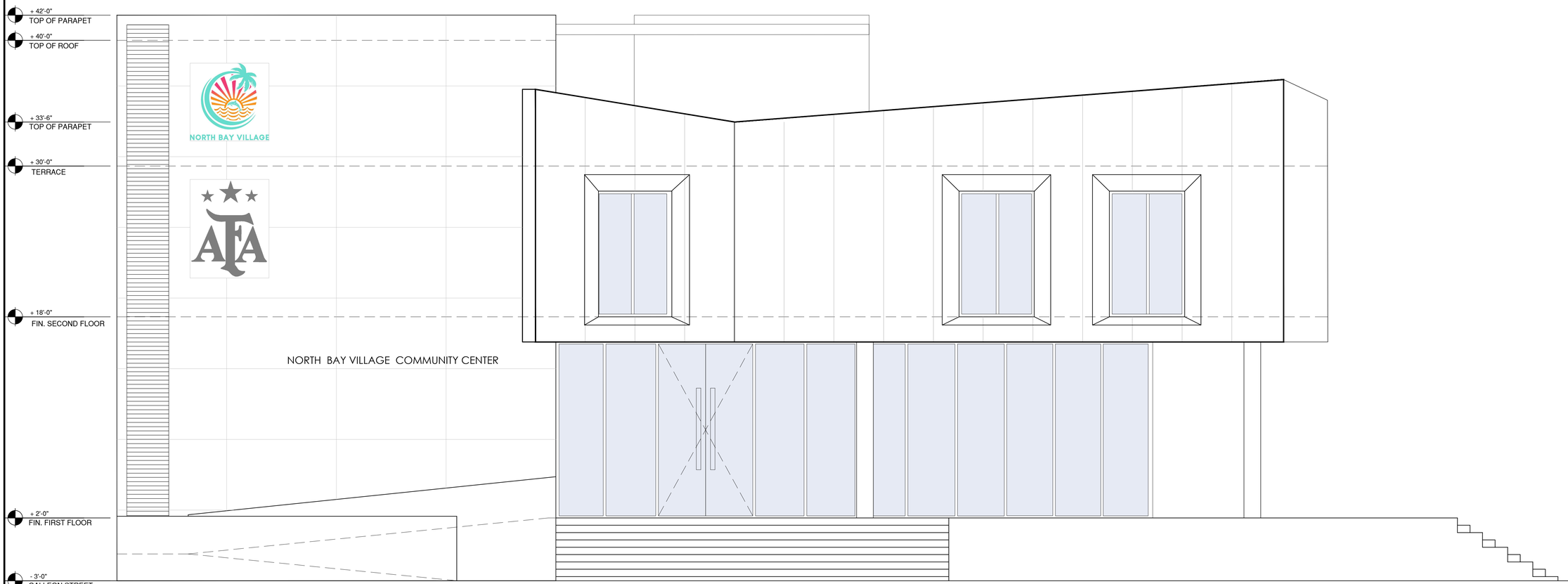
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:
JAIME PLANA
SEAL

plot date: 04-01-2024

SHEET TITLE
ROOF
FLOOR PLAN

A-1.4



SOUTH ELEVATION
SCALE 1/4" - 1'-0"

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Project Name and Address:
PROPOSED SITE PLAN FOR
MIX-USE COMPLEX
8381 NW 22 AVENUE
MIAMI, FLORIDA
Client Name
HOUSING PROGRAMS, INC
FOLIOS # 30-3110-035-1060 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

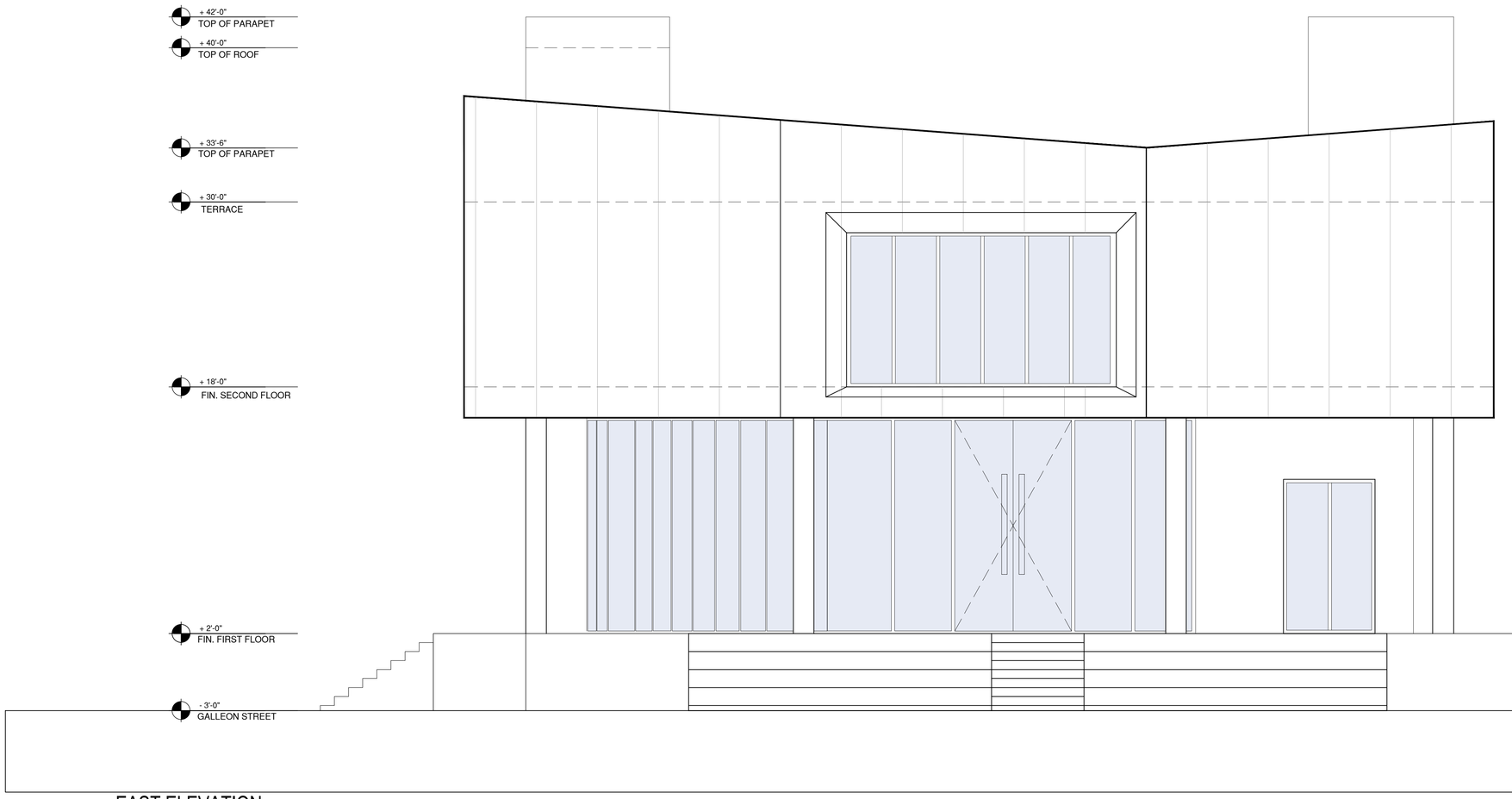
JAIME PLANA
SEAL

plot date: 04-01-2024

SHEET TITLE

ELEVATIONS

A-2.0



EAST ELEVATION
SCALE 1/4" - 1'-0"

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D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

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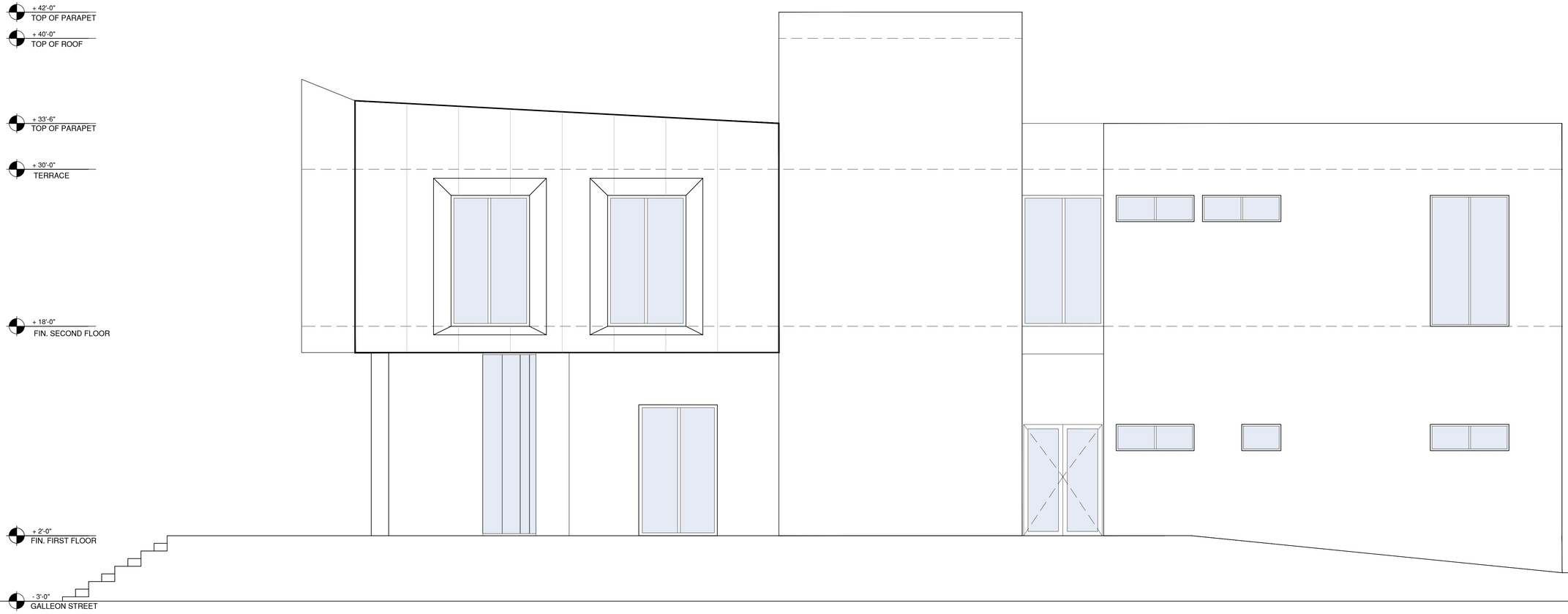
SEAL

plot date:
04-01-2024

SHEET TITLE

ELEVATIONS

A-2.1



NORTH ELEVATION
SCALE 1/4" - 1'-0"

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P.H.		PUBLIC HEARING

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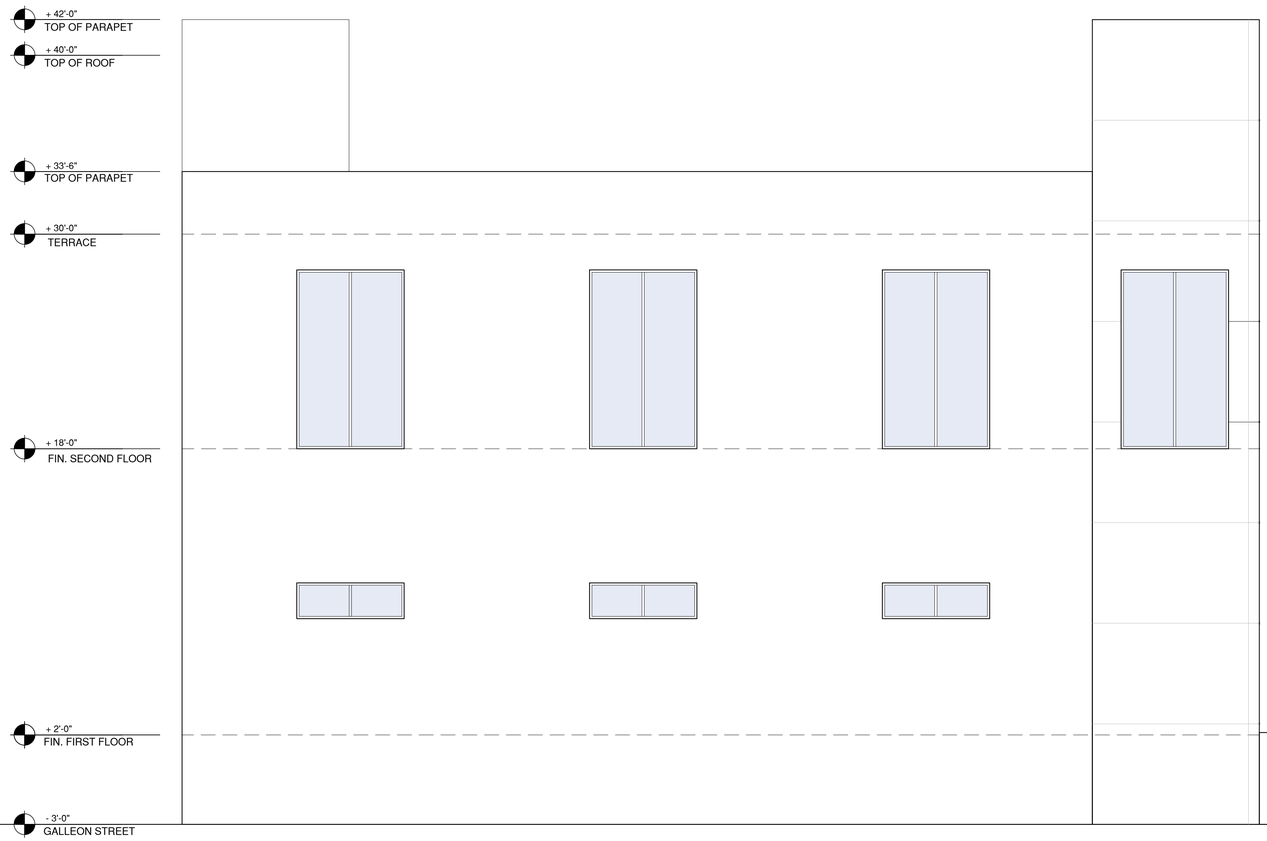
SHEET TITLE

ELEVATIONS

A-2.2



WEST ELEVATION
SCALE 1/4" - 1'-0"

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Architect:
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SEAL

plot date: 04-01-2024

SHEET TITLE
ELEVATIONS
A-2.3



ENHANCED HURRICANE RESISTANT STRUCTURE



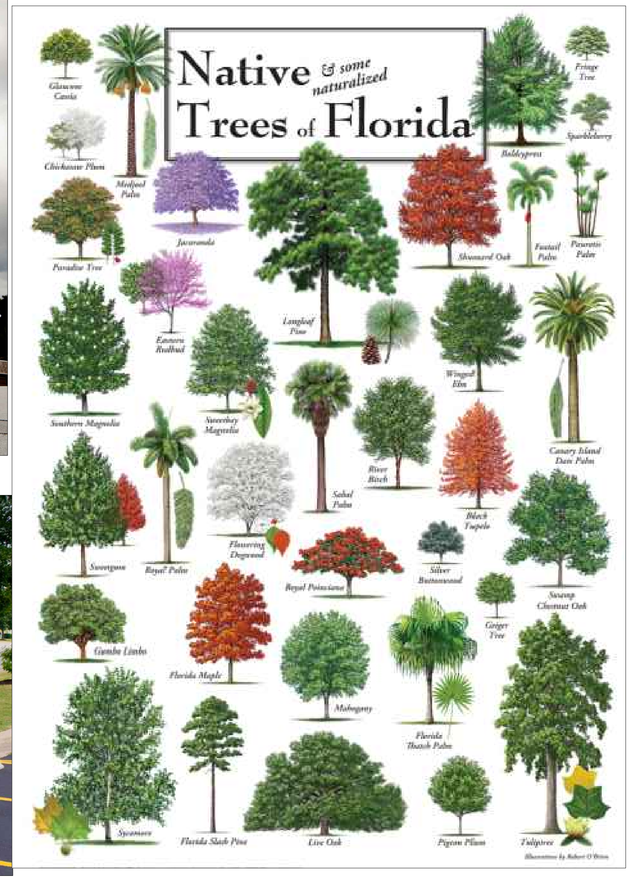
GREEN ROOF,50%



SOLAR WATER HEATER



ELECTRIC VEHICLE CHARGING STATION(S)



100% NATIVE PLANTS IN LANDSCAPING

DIVISION 5. GREEN BUILDING PROGRAM

GREEN DESIGN OPTION	POINTS	POINTS
ELECTRIC VEHICLE CHARGING STATION	2+	4
GREEN ROOF,50%	6	6
SOLAR WATER HEATER	2	2
ENHANCED HURRICANE RESISTANT STRUCTURE	4	4
ENERGY STAR RATING FOR ALL APPLIANCES/EQUIPMENT	4	4
100% NATIVE PLANTS IN LANDSCAPING	2	2
TOTAL POINTS		22

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND RELATED COSTS INCLUDING FEES FOR ANY FIELD CHANGES OR DEVIATIONS FROM CONSTRUCTION DOCUMENTS WITHOUT WRITTEN AUTHORIZATION FROM THE ARCHITECT OR ENGINEER OF RECORD.

PLANA INTERNATIONAL
JAIME PLANA
ARCHITECT
FLORIDA LICENSE AR 9769
1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
PHONE: (561) 447-9344 e.FAX (561) 447-4162
E MAIL: archiplan@aol.com

CKM
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085 e.FAX (866) 610-4414
E MAIL: construkomusa@hotmail.com

Project Name and Address:
PROPOSED SITE PLAN FOR
MIX-USE COMPLEX
8381 NW 22 AVENUE
MIAMI, FLORIDA

Client Name
HOUSING PROGRAMS, INC

FOLIOS # 30-3110-035-1060 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

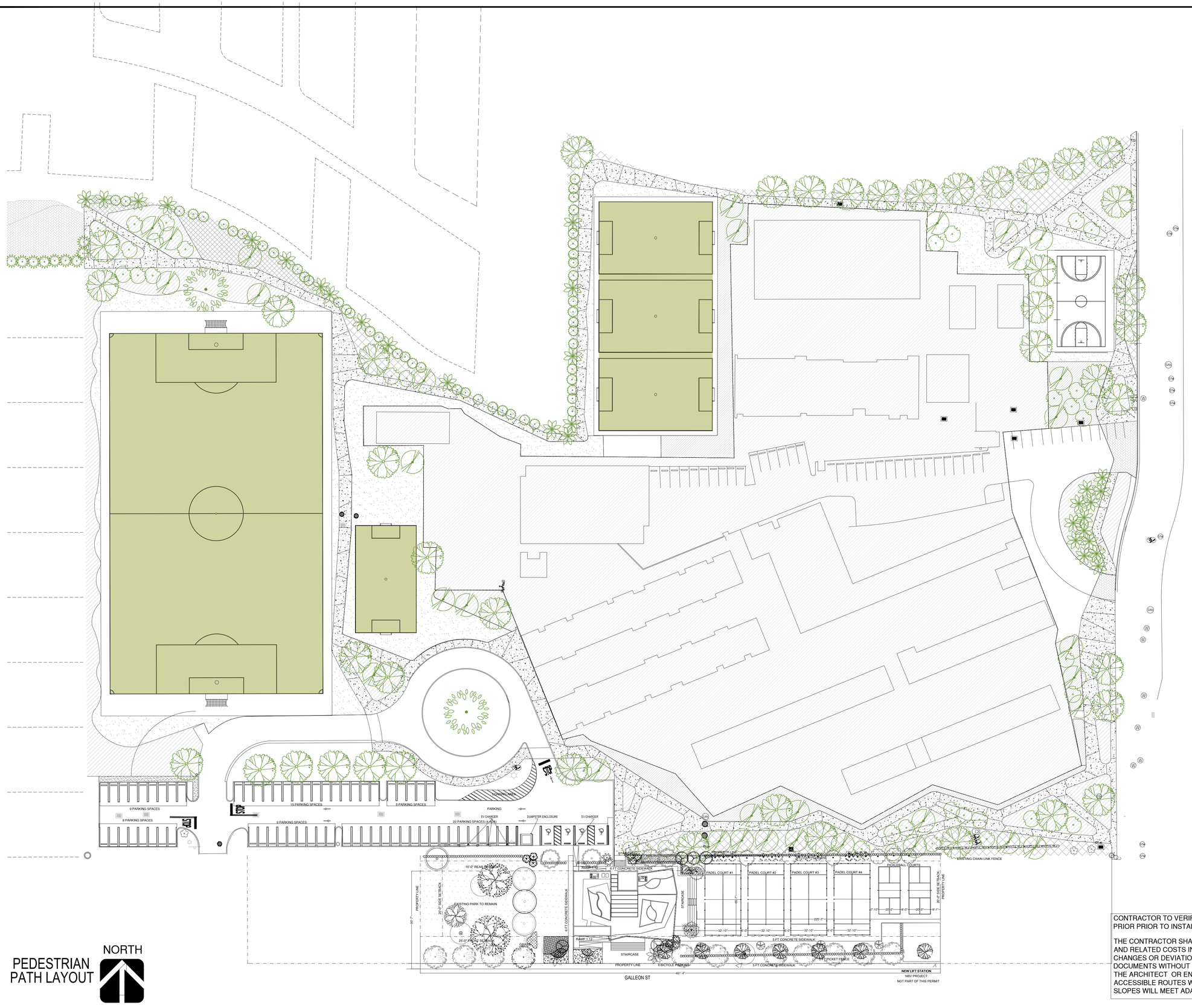
JAIME PLANA
SEAL

plot date: 04-01-2024

SHEET TITLE

GREEN BUILDING PROGRAM

A-4.0



PEDESTRIAN PATH LAYOUT

NORTH

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND RELATED COSTS INCLUDING FEES FOR ANY FIELD CHANGES OR DEVIATIONS FROM CONSTRUCTION DOCUMENTS WITHOUT WRITTEN AUTHORIZATION FROM THE ARCHITECT OR ENGINEER OF RECORD.
ACCESSIBLE ROUTES WILL HAVE RUNNING AND CROSS SLOPES WILL MEET ADA STANDARDS

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PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

CONCEPTUAL TRAIL

A-6.0



LEGEND

- EXISTING TREE /PALM TO REMAIN
- EXISTING TREE/ PALM TO BE REMOVED
- EXISTING TREE / PALM TO BE RELOCATED

LEGEND

- TREE BARRICADE

TREE DISPOSITION LIST									
KEY	COMMON NAME	BOTANTICAL NAME	DIAMETER (INCHES)	HEIGHT (FT)	SPREAD (FT)	CANOPY (S.F.)	CONDITION (%)	DISPOSITION	NATIVE
1	Live Oak	Quercus virginiana	14	30	30	706.5	55%	REMAIN	X
2	Live Oak	Quercus virginiana	14	30	30	706.5	55%	REMAIN	X
3	Live Oak	Quercus virginiana	14	28	20	314.0	55%	REMAIN	X
4	Live Oak	Quercus virginiana	12	20	0	0.0	DEAD	REMOVE	X
5	Black Olive	Bucida buseras	24	30	25	490.6	55%	REMOVE	
6	Black Olive	Bucida buseras	24	30	25	490.6	55%	REMOVE	
7	Black Olive	Bucida buseras	16	30	30	706.5	40%	REMOVE	
8	Black Olive	Bucida buseras	16	30	25	490.6	50%	REMOVE	
9	Black Olive	Bucida buseras	13	30	20	314.0	45%	REMOVE	
10	Black Olive	Bucida buseras	8	15	18	254.3	50%	REMOVE	
11	Schefflera	Schefflera actinophylla	8	15	18	254.3	35%	REMOVE	
12	*Cococnut Palm*	Cocos nucifera	9	30	14	153.9	50%	REMOVE	
13	*Cococnut Palm*	Cocos nucifera	9	30	14	153.9	45%	REMOVE	
14	*Cococnut Palm*	Cocos nucifera	10	20	12	113.0	50%	REMOVE	
15	*Cococnut Palm*	Cocos nucifera	10	15	12	113.0	50%	REMOVE	
16	*Cococnut Palm*	Cocos nucifera	15	7	8	50.2	40%	REMOVE	
17	Alexander Palm	Ptichosperma elegans	3	20	4	12.6	40%	REMOVE	
18	Black Olive	Bucida buseras	24	30	30	706.5	50%	REMOVE	
19	Alexander Palm	Ptichosperma elegans	6 Double	20	6	28.3	45%	REMOVE	
20	Alexander Palm	Ptichosperma elegans	6 Double	20	6	28.3	45%	REMOVE	
21	Black Olive	Bucida buseras	22	30	30	706.5	55%	REMOVE	
22	*Cococnut Palm*	Cocos nucifera	9	15	14	153.9	50%	REMOVE	
23	*Cococnut Palm*	Cocos nucifera	9	20	14	153.9	50%	REMOVE	
24	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
25	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
26	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
27	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
28	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
29	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
30	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
31	Schefflera	Schefflera actinophylla	11	25	10	78.5	50%	REMOVE	

Total trees removed = 21 Trees and Palms (1 Dead), Total canopy area removed = 5,453 square feet
See chart below with tree replacements proposed:

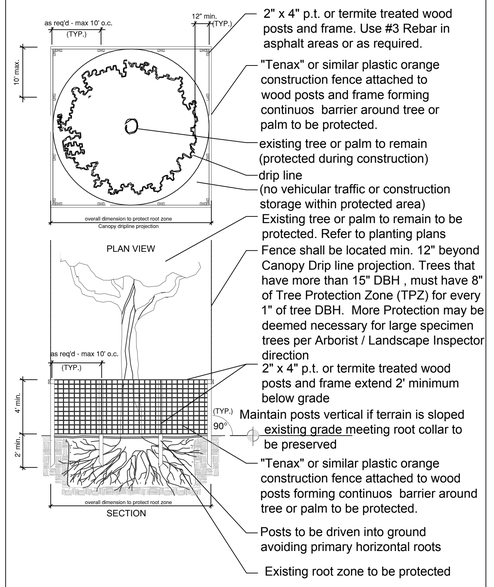
Category of Replacem	Quantity Provided	Credit Subtotal
Shade Tree 1	6	3,000
Shade Tree 2		-
Palm Tree 1	0	-
Palm Tree 2	0	-
Small Tree	13	2,600
		5,600

SEE LANDSCAPE PLAN AND SCHEDULE FOR MITIGATION SPECIES AND SPECS

1) ROOT PREPARATION

A. Trees to be root pruned with clean, sharp equipment.
1. Maintain root pruned materials by watering, weeding, mowing, spraying, fertilizing, and other horticulture practices.
2. After root pruning, backfill with good rooting medium, fertilize with organic fertilizer to promote root growth.
3. Mulch to reduce weeds, discourage foot traffic, conserve moisture, and minimize temperature fluctuation.

B. Root Ball Size Chart: Root ball sizes shall be according to minimum standards set forth in Grades and Standards for Nursery Plants Part II, Palms and Trees, Florida Department of Agriculture.
1. Trees-Minimum Ball Sizes: DBH Minimum Ball Diameter
3-1/2" to 4" 28"
4" to 4-1/2" 30"
4-1/2" to 5" 32"
5" to 5-1/2" 34"
Larger sizes increase proportionally.



TEMPORARY FENCE TO REMAIN DURING CONSTRUCTION AND TO BE REMOVED AFTER CONSTRUCTION AND CLEAN UP COMPLETION

TREE PROTECTION ZONE (TPZ) Not To Scale
FOR EXISTING TREES TO REMAIN ADJACENT TO CONSTRUCTION

20 0 5 10 20
SCALE: 1" = 20'

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, It's free, It's the law.
Call 811 two business days before digging

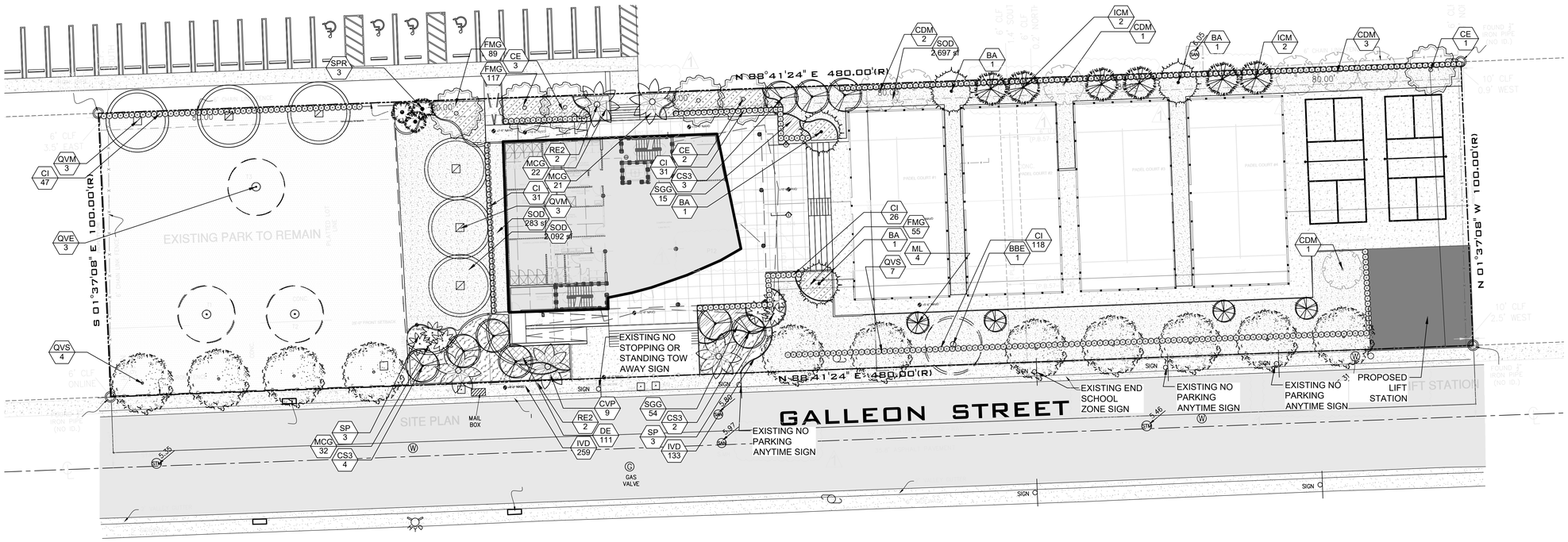
JAMES BRIAN EUELL — REGISTERED LANDSCAPE ARCHITECT — LA 6666897 — STATE OF FLORIDA

PROJECT NAME & LOCATION:
AFA SOCCER AND SPORT COMPLEX
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

DISTRIBUTION:	DATE:
1 DRC COMMENTS	10-12-23

DRAWING NAME:
TREE DISPOSITION PLAN

DRAWING NUMBER:
L-200



PLANT SCHEDULE

CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	DBH	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
TREES										
CE	6	Conocarpus erectus / Buttonwood	FG/B&B	3"Cal	12` HT. X 5` SPR.	Yes	High			
CS3	9	Conocarpus erectus sericeus / Silver Button Wood	FG/B&B	2" Cal.	12` Ht. x 5` Spr., Std.	Yes	High			
EXISTING TREES										
BBE	1	Bucida buceras / Black OliveTree	EXISTING			No	High			
QVE	3	Quercus virginiana / Southern Live Oak	EXISTING			Yes	High			
FLOWERING TREES										
BA	4	Bulnesia arborea / Verawood	FG/B&B	2"Cal	12` HT x 6` SPR	No	High			
ML	4	Magnolia grandiflora `Little Gem` / Dwarf Southern Magnolia	FG/B&B		10` HT x 5` SPR., STD	Yes	High			
MITIGATION TREES										
CDM	7	Coccoloba diversifolia / Pigeon Plum	FG/B&B	2"Cal	12` HT. X 5` SPR.	Yes	High			
ICM	6	Ilex cassine / Dahoon Holly	FG/B&B	2" Cal.	12` HT. X 5` SPR.	Yes	High			
QVM	6	Quercus virginiana / Southern Live Oak	FG/B&B	4"Cal	14` HT x 6` SPR	Yes	High			
PALM TREES										
SP	6	Sabal palmetto / Cabbage Palmetto	FG/B&B		14`-20` OA, Vary Heights	Yes	High			
RELOCATED PALMS										
SPR	3	Sabal palmetto / Cabbage Palmetto	Relocated			Yes	High			
STREET TREES										
QVS	11	Quercus virginiana / Southern Live Oak	FG/B&B	2.5" DBH	12` HT. X 5` SPR.	Yes	High			
RE2	5	Roystonea elata / Florida Royal Palm	---		10` G.W. MATCH HEIGHTS	Yes	High			
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
SHRUBS										
CI	380	Chrysobalanus icaco / Coco Plum	-		30" HT. X 24" SPD	Yes	HIGH			
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NAITVE	DROUGHT TOLERANCE	SPACING	DETAIL	REMARKS
SHRUB AREAS										
CVP	9	Codiaeum variegatum `Petra` / Bravo Croton	-		24"HT x 24"SPR	No	High	24" o.c.		
DE	111	Duranta erecta `Gold Mound` / Gold Mound Duranta	-		24"HT x 24"SPR	Yes	High	18" o.c.		
FMG	411	Ficus microcarpa `Green Island` / Green Island Ficus	-		24"HT x 24"SPR	No	High	18" o.c.		
SGG	69	Schefflera arboricola `Gold Capella` / Gold Capella Arboricola	-		24"HT x 24"SPR	No	High	24" o.c.		
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NATIVE	DROUGHT TOLERANCE	SPACING	DETAIL	REMARKS
GROUND COVERS										
IVD	392	Ilex vomitoria `Stokes dwarf` / Dwarf Yaupon Holly	-		16" HT x 16" SPR @	Yes	High	18" o.c.		
SOD/SEED										
SOD	9,579 sf	Stenotaphrum secundatum `Floritam` / `Floritam` St. Augustine Sod	Sod							
TALL GROUND COVERS										
MCG	134	Muhlenbergia capillaris / Pink Muhly Grass	-	Yes	24" HT. x 24" SPR.	Yes	Medium	24" o.c.		

LANDSCAPE LEGEND

Zoning District: RM-40 - MULTIFAMILY — Total Lot Area: 48,000 s.f. 1.10 Acres

OPEN SPACE	REQUIRED	PROVIDED
A. Square feet of required open space required by Chapter 33, as indicated on site plan: Lot Area = 48,000 s.f. x 10 % = 4,800 s.f.	4,800 S.F.	21,000 S.F.
B. Square feet of parking lot open space required by Chapter 18A, as indicated on site plan: Number of parking spaces = x 10 s.f. per parking space = -	N/A	N/A
C. Total square feet of landscaped open space required by Chapter 33: A + B =	4,800 S.F. MIN.	21,000 S.F.

LAWN AREA CALCULATION	REQUIRED	PROVIDED
A. Square feet of landscaped open space, as required by Chapter 33: Lot Area =48,000 s.f. x 10 % = 4,800 s.f.	4,800 S.F. MIN.	21,000 S.F.
B. Maximum lawn area (sod) permitted = 60% Provided Open space =21,000 x 60% = 12,600 s.f.	12,600 SF MAX.	7,242 S.F.

TREES		
A. Number of trees required per net lot acre, including existing number of trees meeting minimum requirements 28 trees x 1.10 acres =	28 31	 50
B. % palms allowed: Number of trees provided x 30% =	19 PALMS	14
C. % natives required: Number of trees provided x 30% =	19	60
D. % Drought tolerant and low maintenance: Number of trees provided x 50% =	33	65
E. Street Trees (maximum average spacing of 35' o.c.): Linear Feet along streets =480 / 35 = 15	15	15
% Palms permitted to count towards street trees on 1:1 basis x 30%	4.5 (12 PALMS)	3
F. Street Trees located directly beneath power lines:	0	0
G. Total Trees Required (A+E+F)	46	60

SHRUBS		
A. Number of shrubs required: Number of trees required x 10 =	460	980
B. % Native shrubs required: Number of shrubs provided by 30% =	294	491
C. % Drought tolerant and low maintenance shrubs required: Number of shrubs provided = 980 x 50%	490	980

NOTE: 19 Additional trees are provided above and beyond the required trees for mitigation.

20 0 5 10 20
SCALE: 1" = 20'

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REGISTERED LANDSCAPE ARCHITECT BRIAN E. FUELL LA 6666897 STATE OF FLORIDA JAMES S.

PROJECT NAME & LOCATION:
AFA SOCCER AND SPORT COMPLEX
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

DISTRIBUTION:	DATE:
1 DRC COMMENTS	10-12-23

DRAWING NAME:
LANDSCAPE PLAN AND SCHEDULE

DRAWING NUMBER:
L-210

GENERAL PLANTING REQUIREMENTS

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per CSI specifications.

All plant material (except SOD) as included herein shall be warranted by the landscape contractor for a minimum period of 12 months,

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic Soil must be free of all rocks, sticks, and objectionable material including weeds and weed seeds as per CSI specifications.

Twelve inches (12") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 1 cubic yard per 50 bedding or groundcover plants.

All landscape areas shall be covered with Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled. A four-inch clear space must be left for air between plant bases and the mulch. Cypress bark mulch shall not be used.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

An irrigation plan shall be submitted for review and permitting at the time of building permit.

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 100% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a rain sensor.

It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

New landscape will need 3-4 applications of granular fertilizer per year and to take advantage of the growing season. Reduce the use of phosphorus as the season progresses. 50% of the nitrogen shall be derived from an organic source as per CSI specifications

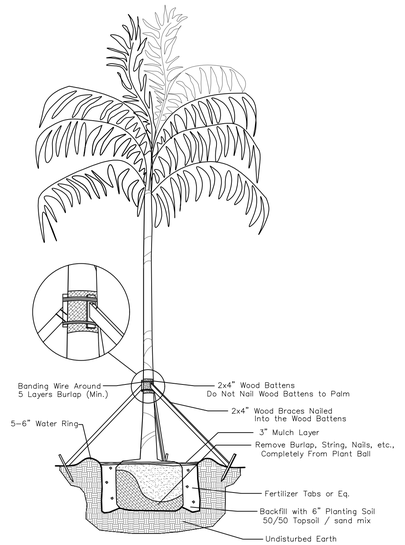
Please also note that the property is to be irrigated one day prior to fertilizer application and after fertilizing to prevent fertilizer root burn.

The plan takes precedence over the plant list.

SPECIAL INSTRUCTIONS

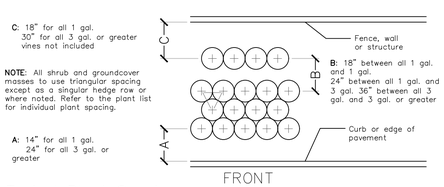
General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sod areas as indicated on the planting plan shall receive Stenotaphrum secundatum, St. Augustine 'Palmetto' solid sod. It shall be the responsibility of the landscape contractor to include in the bid, the repair of any sod which may be damaged from the landscape installation operations.



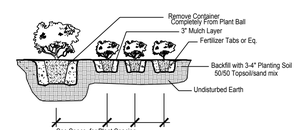
Palm Planting Detail

NTS



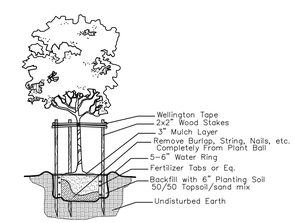
Typical Plant Spacing

NTS



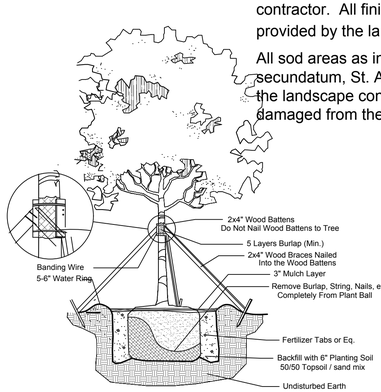
Shrub & Ground Cover Planting Detail

NTS



Small Tree Planting Detail

NTS



Large Tree Planting Detail

NTS

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JAMES BRIAN FUELL — REGISTERED LANDSCAPE ARCHITECT — LA 6666897 — STATE OF FLORIDA

PROJECT NAME & LOCATION:

AFA SOCCER AND SPORT COMPLEX

1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

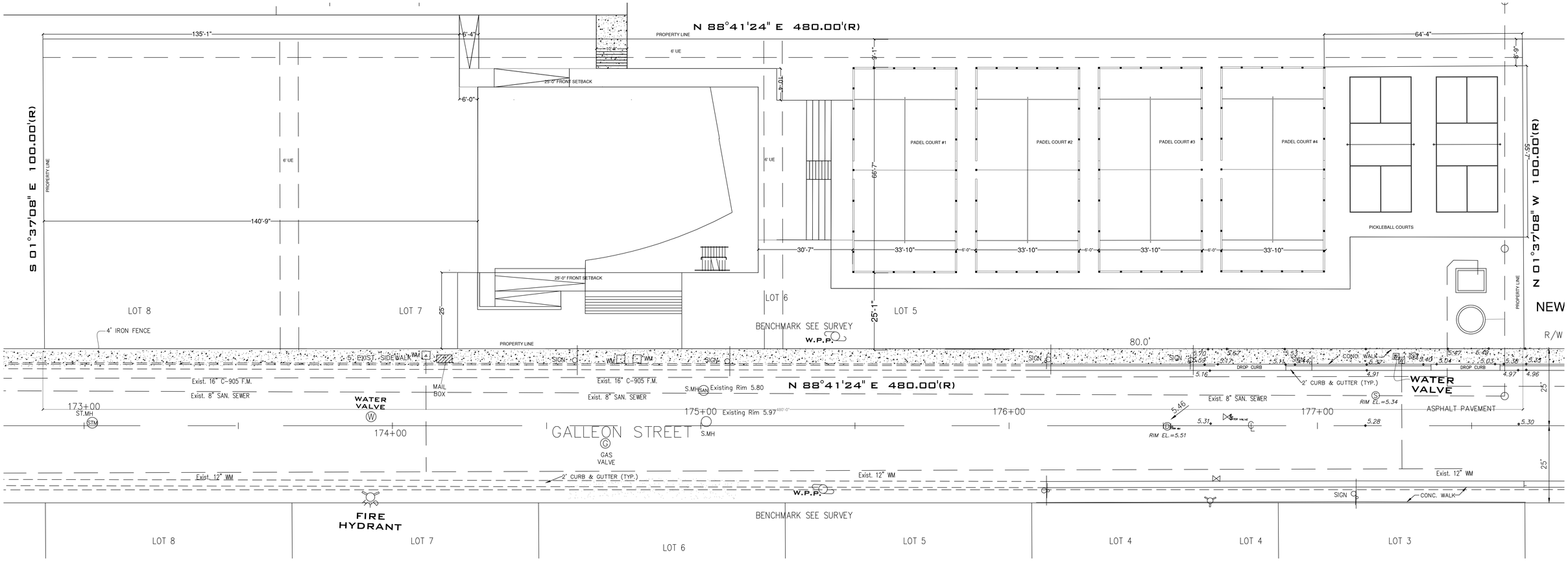
DISTRIBUTION:	DATE:
1 DRC COMMENTS	10-12-23

DRAWING NAME:

LANDSCAPE DETAILS AND NOTES

DRAWING NUMBER:

L-211

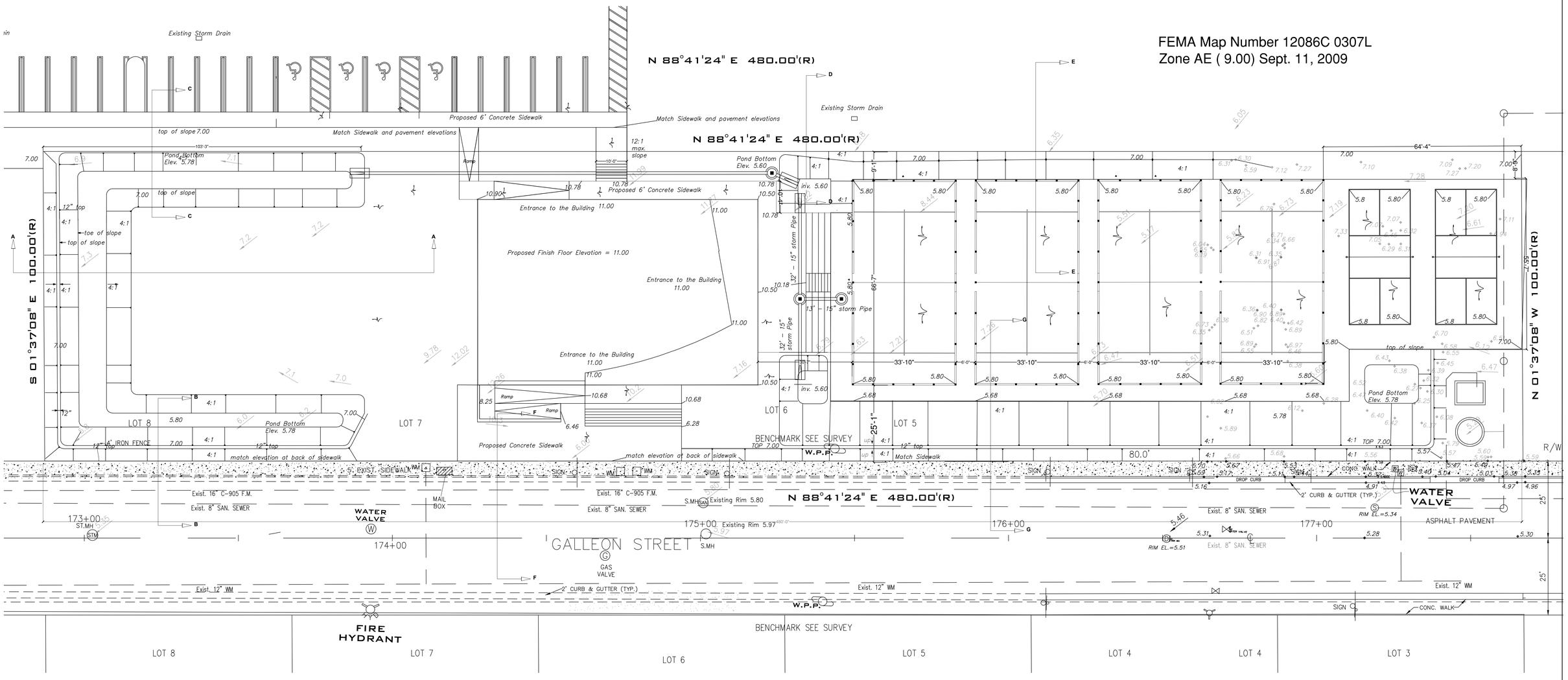


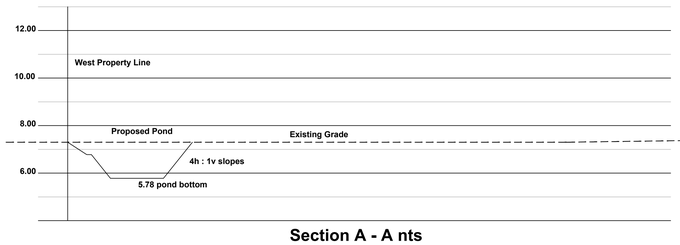
SCALE 1' = 1 / 16"

Dennis F Cress, PE
SEAL

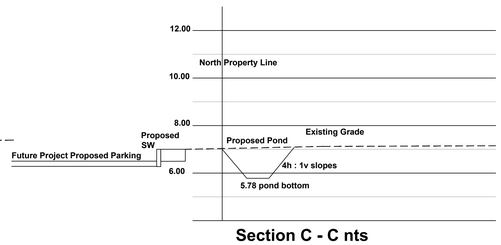
ENLARGED SITE PLAN	DRAWN: G.B. / DFC CHECKED: J.P. DATE: 6/20/2021 SCALE: 1' = 1 / 16" JOB. NO.: S300	PROJECT TITLE: SOCCER & SPORT COMPLEX @ NORTH BAY VILLAGE FLORIDA	Site Geometry	Revision 1 Tier 1 Comments from City 10/11/2023 Revision 2 Building 04/14/2024	Dennis F Cress PE 125 Morning Glory Drive LAKE MARY, FLORIDA 32746 PHONE: (954) 632-4159 E MAIL: dennischressce@gmail.com	PLANA INTERNATIONAL 1053 SW 12th STREET BOCA RATON, FLORIDA 33486 PHONE: (561) 447-9344 e.FAX (561) 447-4162 E MAIL: archiplan@aol.com	CONSTRUKOMUSA 346 CONSERVATION DRIVE WESTON, FLORIDA 33327 PHONE: (954) 999-6085 E MAIL: construkomusa@hotmail.com	C-1.0

FEMA Map Number 12086C 0307L
Zone AE (9.00) Sept. 11, 2009

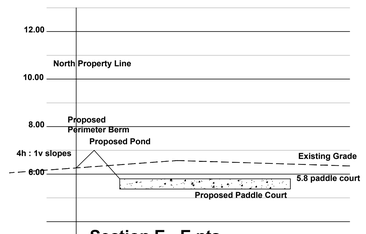




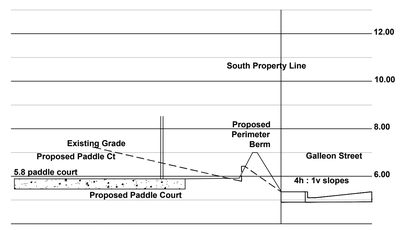
Section A - A nts



Section C - C nts



Section E - E nts



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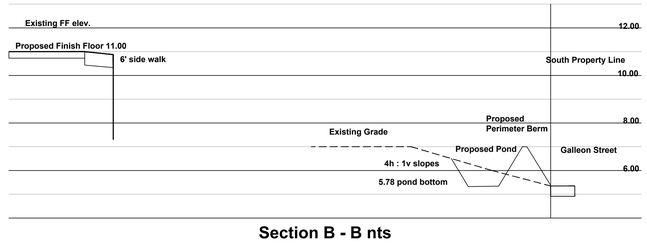

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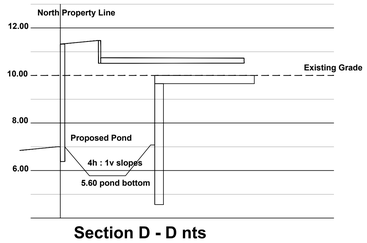
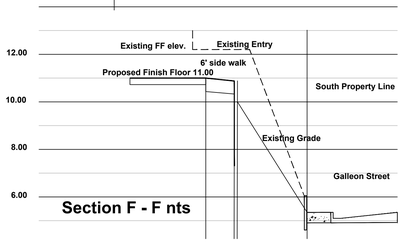


Section D - D nts



Section F - F nts

Tr (yrs)	Existing Stage FT	Proposed Stage FT
5yr 1 hr	6.15	5.90
5yr 24 hr	7.84	6.30
10yr 24 hr	8.00	6.40
25yr 3d	8.78	6.74
100yr 3d	9.30	6.94

SCALE 1' = 1 / 16"

DENNIS CRESS CERTIFICATE No.40939 STATE OF FLORIDA PROFESSIONAL ENGINEER

Dennis F Cress, PE
SEAL

ENLARGED SITE PLAN

DRAWN:	G.B. / DFC
CHECKED:	J.P.
DATE:	6/20/2021
SCALE:	1' = 1 / 16"
JOB. NO.:	S300

PROJECT TITLE:
SOCCER & SPORT COMPLEX
@ NORTH BAY VILLAGE FLORIDA

PAVING, GRADING AND DRAINAGE

Revision 1 Tier 1 Comments from City 10/11/2023
Revision 2 Building 04/14/2024

Dennis F Cress PE
125 Morning Glory Drive
LAKE MARY, FLORIDA 32746
PHONE: (954) 632-4159
E MAIL: dennischess@gmail.com

PLANA INTERNATIONAL
1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
PHONE: (561) 447-9344 e.FAX (561) 447-4162
E MAIL: archiplan@aol.com

CONSTRUKOMUSA
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085
E MAIL: construkomusa@hotmail.com

C-2.0

LOT 7

LOT 6

25'

Proposed Water Service from Existing Meter

PROPOSED 4" DDCV

Proposed Sanitary Service from Existing Service Line

BENCHMARK SEE

W.P.

Proposed Cleanout to be added at Property Line.

5' EXIST. SIDEWALK

WM

SIGN

WM

WM

SIGN

Maintain vertical separation from F.M. and San. Sewer

Exist. 16" C-905 F.M.

PROP. 4" FDC

MAIL BOX

S.MH (SAN) Existing Rim 5.80

N 88°

WATER VALVE

Proposed Open Cut to be restored to previous conditions.

Proposed Fire Service Line

6" Ø DIP FIRE LINE

Exist. 8" SAN. SEWER

175+00 Existing Rim 5.97

Exist. STORM. SEWER

S.MH

174+00

existing Hydrant approximately 74 feet to entry sidewalk of proposed building.

GALLEON STREET

Restore ROW

Proposed 12" x 6" tapping sleeve and 6" valve.

GAS VALVE

The contractor will coordinate with all utility companies to coordinate the project work with thier infrastructe.

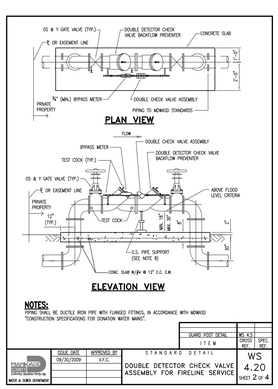
Proposed Water Main and Fire Main Reviewed by the City of North Bay Village

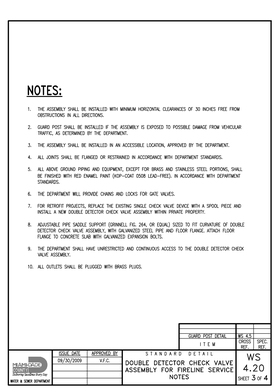
2' CURB & GUTTER (TYP.)

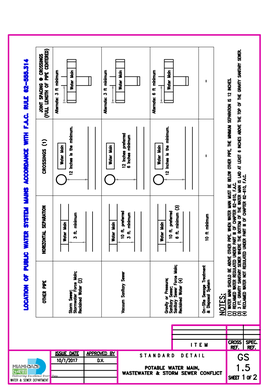
HYD

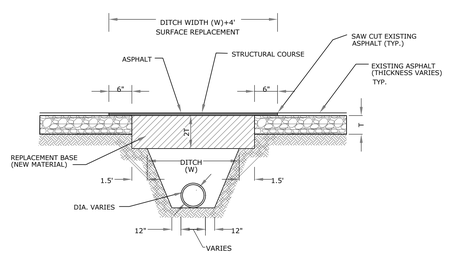
W.P.P.

SCALE 1' = 1 / 4"









1. BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL.
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM LAYERS (LOOSE MEASUREMENT) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAW CUT.
4. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE SURROUNDING SURFACE MATERIAL.
5. BASE MATERIAL SHALL HAVE A MINIMUM CARBONATE OF 70% (60% FOR LOCAL STREETS).
6. SUB GRADE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM LBR OF 40.
7. IF THE DITCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" THICK ASPHALT CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING, UNTIL REPLACED WITH A PERMANENT PATCH.
8. FOR STATE ROADS REFER TO FDOT SPECIFICATIONS AND REQUIREMENTS.

DENNIS CRESS CERTIFICATE No.40939 STATE OF FLORIDA PROFESSIONAL ENGINEER

Dennis F Cress, PE
SEAL

ENLARGED SITE PLAN	
DRAWN:	G.B. / DFC
CHECKED:	J.P.
DATE:	6/20/2021
SCALE:	1' = 1 / 16"
JOB. NO.:	S300

PROJECT TITLE:
SOCCER & SPORT COMPLEX
@ NORTH BAY VILLAGE FLORIDA

SITE UTILITIES

Revision 1 Tier 1 Comments from City 10/11/2023

Dennis F Cress PE
125 Morning Glory Drive
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CONSTRUKOMUSA
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085
E MAIL: construkomusa@hotmail.com

C-3.0

EXHIBIT C
PRELIMINARY BUDGET

TIES & GALLEON		
Project Funding Uses		
ITEM DESCRIPTION	**Galleon**	**TIES**
	NBV	NBV
MDCPS Admin. Fee		$100,000
Site Prep (Demolition/Clearing/Earthwork/ Grading)	$500,000	
Racquetball Court Demolition		$30,000
Sidewalks/Paths		$1,400,000
Path Lighting		$200,000
Landscaping	$70,000	$250,872
Drainage (including Drainage under path around TIES property)/Irrigation		$600,000
Furnishings/Equipment		$150,000
Paving and Markings		$100,000
Contingency (Exterior Items Only)	$380,000	$173,197
	$950,000	**$3,004,069**

EXHIBIT D
INSURANCE REQUIREMENTS

- 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.
- 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.
- 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.
- 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.

AMENDED AND RESTATED

OPERATIONS AND MANAGEMENT AGREEMENT

(Galleon St. Property)

This AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT (the "**Agreement**") is entered into on this _____, 2024 by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**"), and ASOCIACION DE FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("**AFA**"). The Village and AFA shall be referred to individually as a "**Party**" and/or collectively as the "**Parties**".

RECITALS:

A. The Village owns certain land on the north side of Galleon St. between Jewel Avenue and East Treasure Drive, as further described in **Exhibit "A"**, attached hereto and made a part hereof (the "**Galleon St. Lot**" or "**Project Site**").

B. On October 11, 2021, the Village received an unsolicited proposal from AFA to develop the Project Site. On November 9, 2021, in accordance with Fla. Stat. § 255.065, the Village issued Request for Proposals No. 2021-013 for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities." AFA was the only Party that responded to the Request for Proposals by the December 9, 2021 deadline. After additional due diligence concerning AFA's response, on February 17, 2022, the Village Commission authorized the Village Manager to negotiate with AFA to clarify and improve potential deal terms. On April 25, 2022, the Village Commission approved proposed terms to be included in this Agreement and the separate Development and Construction Agreement.

C. On September 21, 2022, the Parties entered into that certain Development and Construction Management Agreement and that certain Operations and Management Agreement (the "Original Agreement"). The Parties now intend to amend and restate the Original Agreement (and separately the Development Agreement) in its entirety to modify certain provisions of the Original Agreement to contemplate the possibility that a portion of the Village Facility (as defined below) may be leased to AFA.

D. Pursuant to the Development and Construction Agreement, the Village and AFA have agreed that AFA will pay for and manage the development and construction of the following improvements (the "**Improvements**") on the Project Site, which will be owned by the Village: (i) one building with a minimum of 10,000 usable square feet (using BOMA measurement standards) of office space, bathrooms, locker rooms, community center facilities and a rooftop seating area (such building, the "**Village Facility**"); and (ii) six Multi-Purpose courts, including 4 padel courts and 2 pickleball courts (such Multi-Purpose courts, the "**Multi-Purpose Courts**", and all of such Galleon St. Lot improvements, the "**Galleon St. Lot Improvements**").

E. AFA agreed to develop the Improvements at its sole cost and in exchange for being granted the privilege to, on a revocable, non-exclusive basis, manage and operate the Multi-

Purpose Courts (such licensed improvements, the "**Facilities**") on the terms and for the purposes expressly set forth in this Agreement;

F. In exchange for the privilege to manage and operate the Facilities and generate revenue therefrom, AFA agreed to (1) pay quarterly to the Village an amount equal to 5% of the Net Income (as such term is defined below) arising from its operation of the Multi-Purpose Courts; and (2) to provide certain additional services, described in further detail in the scope of services attached hereto as Exhibit B (the "**Services**"), for the benefit of the Village, on the terms set forth in this Agreement;

G. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village as a condition precedent to its execution.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
EFFECTIVE DATE/CONTINGENCIES

1.1 Effective Date. This Agreement was executed on the date first set above, provided, however, that the obligations set forth in this Agreement shall become effective on the date of Completion of the Project (as such term is defined in the Development and Construction Agreement). Such date of Completion of the Project is hereinafter referred to as the "**Commencement Date.**"

1.2 Contingent. The Parties agree that this Agreement is contingent upon the execution of the Development and Construction Agreement and the Completion of the Project.

Article 2
LICENSE TO USE FACILITIES

2.1 Ownership of Facilities. At all times, the Village shall remain the sole owner of the Project Site, the Improvements and the Facilities. AFA shall recognize the Village's ownership of the Facilities in its promotional materials related to the Facilities by adding the Village's logo to any such promotional materials.

2.2 License to Use Facilities. Effective on the Commencement Date, the Village hereby grants AFA (in connection with the Galleon St. Lot) a revocable license (the "License") to enter upon the Project Site and the Improvements on the terms and conditions set forth herein for purposes of operating Multi-Purpose Courts and performing certain other services set forth in this Agreement. AFA ACKNOWLEDGES AND AGREES THAT NEITHER IT NOR ANY OF ITS AFFILIATES HOLD ANY REAL PROPERTY INTEREST IN THE PROJECT SITE OR ANY OF THE IMPROVEMENTS. AFA ACKNOWLEDGES AND AGREES THAT THE LICENSE GRANTED HEREUNDER DOES NOT CONSTITUTE A LEASEHOLD INTEREST OR OTHER INTEREST IN LAND.

2.3 License Term. The License shall commence on the Commencement Date and continue thereafter so long as this Agreement remains in effect. In the event this Agreement is terminated for any reason, the License shall terminate automatically.

2.4 Village Right to Use Facilities. The License hereunder is granted on a non-exclusive basis and remains subject to the Village's right to use the Facilities for Village events or activities, as the Parties shall reasonably coordinate on or before November 30 of each calendar year for the following calendar year. The License is also subject to the public's right to use the Facilities.

2.5 Relationship. Nothing contained in this Agreement shall (a) create any partnership or joint venture between the Village and AFA and any third party, nor (b) otherwise create any express or implied obligation, liability, or duty by the Village, or to AFA or any affiliate, principal, agent, or employee of Village, except as expressly set forth in this Agreement.

2.6 AFA's Use of Village Facility. AFA shall not exclusively use any portion of the Village Facility except as set forth in a separate agreement between AFA and the Village which may be entered into consistent with and subject to the requirements of the Village's Charter and its zoning ordinances.

Article 3
STANDARDS FOR THE OPERATION OF THE FACILITIES

3.1 General Standard of Operation. AFA shall operate the Facilities in an efficient, first class and reputable manner, consistent with top-tier athletic facilities in the Miami area and shall, except during reasonable periods for repairs, major maintenance, Special Events (as defined below) and closures for Force Majeure Events, keep the Facilities open to the public for business during Customary Business Hours except to the extent AFA may be prohibited from being open for business by Applicable Law. AFA shall have responsibility over the day-to-day operation of the Facilities and all activities carried out thereon.

3.2 Use of Agents or Subcontractors.

(a) With the prior written approval of the Village, which approval may be granted or withheld in the Village Manager's sole and absolute discretion, AFA may perform its obligations under this Agreement through agents, subcontractors or sublicensees (the "**Agents**") provided that AFA shall remain liable for such performance and shall indemnify the Village against any loss or damage suffered by the Village arising from any act or omission of such Agents. AFA shall properly supervise, train and direct any such Agents and shall be responsible for their punctual payment in order to avoid disruption to the Programming Schedule. Each Agent used by AFA in connection with the Facilities shall satisfy the insurance requirements set forth in Section 5.3. A list of pre-approved Agents is attached hereto as Schedule 1.

(b) Upon request by the Village after the engagement of each Agent, AFA shall furnish the Village with a copy of a screening and background check, including a criminal background check for the Agent, its officials, agents, or employees providing services in connection with the Facilities. AFA shall be responsible for updating the Village in

writing with any additions and deletions of the individuals authorized to provide services in connection with the Facilities. In the event that additional individuals are authorized to perform such services, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such services. It shall be in the Village's complete and sole discretion as to whether the type of check and the results are acceptable.

3.3 Hours of Operation. For purposes of this Agreement, "**Customary Business Hours**" shall be as follows: Monday -Sunday, from 8AM to 12:00AM. The Village and AFA agree that AFA shall not use the Facilities prior to, or after, the Customary Business Hours.

3.4 Programming of Activities. AFA shall use the Facilities, or make the Facilities available for use to the public, as set forth in the programming schedule attached hereto as **Exhibit "C"** (the "**Programming Schedule**"), which Programming Schedule may be amended or supplemented from time to time as negotiated and agreed to in good faith by the Parties.

3.5 Programs and Events. Subject to Special Events (as defined below), AFA shall at all times ensure that the following activities are carried out on the Facilities:

(a) Facilities Use by Public. During the time blocks so designated in the Programming Schedule, AFA shall make the facilities available for use by the general public. AFA shall make the Facilities available to the public at the prices set forth in the price list attached hereto as Exhibit "D" (which price list may be amended from time to time by AFA subject to reasonable approval of the Village).

(b) Free Use of Facilities. During the time blocks so designated in the Programming Schedule, AFA shall make the facilities available for use by the general public at no cost. The Parties agree that if a Multi-Purpose court is not occupied 10 minutes after the commencement of the hour, it will become automatically available to Village residents at no charge for the remainder of the rental period.

3.6 Booking Facilities. AFA shall develop or license a web and mobile application to allow the general public to register for use of the Facilities (the "**Booking System**"). The Booking System will allow the general public to rent the facilities or reserve the Multi-Purpose courts for free use as set forth in Section 3.5. At all times, AFA shall provide the Village with unrestricted administrator access to the Booking System, provided, however, that the Village shall not make any changes or edits in the Booking System without AFA's prior written approval. AFA's personnel shall be responsible to check-in all users of the Facilities and ensure the orderly and fair use of the Facilities by all members of the general public.

3.7 Special Events. AFA may use the Facilities to hold special event (such events, "Special Events") disrupting the Programming Schedule up to 10 days per calendar year, unless otherwise authorized in writing by the Village. A request to hold a Special Event shall be sent to the Village ten (10) days prior to the proposed date of the Special Event.

3.8 Performance of Services. During the Term, AFA shall provide the Services set forth in the service proposal attached hereto as **Exhibit "B"** and incorporated herein by reference. AFA

shall not receive compensation for the provision of such Services and it acknowledges that such Services are provided solely in consideration for the License provided hereunder. AFA hereby covenants that at all times during the Term it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for the Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

3.9 Maintenance of Facilities. AFA shall, at its sole cost and expense, maintain the Facilities (excluding the Village Facility) in good, clean and working condition, and make all needed repairs and replacements of and to all structural and non-structural portions of the Facilities. The Village shall, at its sole cost and expense, subject to budgeted funds, maintain the Village Facility in good, clean and working condition, and make all needed repairs and replacements of and to all structural and non-structural portions of the Village Facility, including but not limited to, the interior and exterior walls, exterior windows, plate glass, security systems, lighting and plumbing systems, fire safety systems, doors and door hardware of the Village Facility.

3.10 Compliance with Laws. With respect to the use of the Facilities, AFA shall be responsible, at its sole cost and expense, for compliance with the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of all federal, state and local governmental or quasi-governmental entity with jurisdiction over the Facilities, including, without limitation, (i) all ordinances, codes, regulations, and requirements, including building codes, (ii) the Americans with Disabilities Act and the regulations issued pursuant thereto, and any similar Florida statutes governing accessibility, and any successor statutes (collectively, the "**Accessibility Laws**"), and (iii) the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other governmental or quasi-governmental entity performing similar functions (all of the foregoing being referred to collectively herein as "**Applicable Law**"), whether in force as of the date of this Agreement or which may hereafter be enacted, and which shall impose any duty with respect to the use, occupancy, or alteration of the Facilities. AFA shall procure, at its sole cost and expense, any permits and licenses required by Applicable Laws, for the transaction and/or conduct of business in the Facilities, AFA's use and occupancy of the Facilities, accommodation of AFA's employees, agents and contractors, and any installations or alterations made by AFA in or to the Facilities. At Village's request, AFA shall deliver to Village copies of all such permits and licenses and proof of AFA's compliance with all Applicable Laws, as defined below.

3.11 Payment of Utilities. Beginning on the Commencement Date, AFA shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service, HVAC and other utilities serving the portions of the Facilities (not including the Village Facility) and shall promptly pay any maintenance charges therefor. In connection with the Village Facility, the Village shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service, HVAC and other utilities serving the portions of the Village Facility and shall promptly pay any maintenance charges therefor, except for the portions utilized by AFA not to include the common areas and utility rooms. The determination of amounts to be paid for Utilities by AFA and the Village shall be based on meters located throughout the building. In the event that meters cannot

be utilized to establish the amount each Party is responsible for, then a portion of all utility charges shall be equal to the ratio between the square footage of the Village Facility occupied by the Village (including all common areas and utility rooms) divided by the total square footage of the Village Facility. Each Party shall be responsible for paying its applicable utility charges.

3.12 Ad Valorem Taxes. The Village shall not be responsible for the payment of ad valorem taxes for the Facilities nor any portion thereof subject to shared use agreements. AFA agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the Facilities. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the Facilities, AFA agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) days after payment of such ad valorem taxes is made by the Village.

Article 4
REVENUE SHARING

4.1 Village Fee. AFA shall pay to the Village for each calendar quarter during the Term an amount equal to five percent (5%) of Net Income (as defined below) from all programs, events, rentals and other activities strictly performed at the Facilities (the "**Village Fee**"). AFA shall submit to Village on or before the tenth (10) business day following the end of each calendar quarter during the Term hereof, a written statement signed by an officer or manager of AFA and certified by him or her to be true and correct, showing the amount of Net Income during the preceding calendar quarter ("**Statement of Net Income**"). During the Term, AFA shall pay the Village Fee to the Village on a quarterly basis, no later than thirty (30) days following the end of each calendar quarter.

4.2 Definition of Net Income. As used herein the term "**Net Income**" shall mean the amount, determined in accordance with U.S. Generally Accepted Accounting Principles applicable to the cash method of accounting of gross sales and other income arising out of the use of the Facilities collected by AFA, minus all operating expenses, other business expenses (strictly related to the use and operation of the Facilities), taxes and interest on debt . For the avoidance of doubt, in the calculation of Net Income, AFA shall not deduct costs incurred by AFA for the construction of the Facilities pursuant to the Development and Construction Agreement. For further avoidance of doubt, Net Income shall not include any income generated from AFA soccer academies operated outside of the Facilities, programs or events organized by AFA which take place outside of the Facilities.

4.3 Audit Rights. During the Term of this Agreement, up to two times per calendar year, on five (5) Business Days' notice and during regular business hours, the Village may at its own expense reasonably inspect, or have its attorney or accountant inspect and audit AFA's books, records, and other documents as necessary to verify compliance with the terms and conditions of this Agreement, including, without limitation the accuracy of each Statement of Net Income submitted by AFA.

Article 5
INSURANCE

5.1 No Liability by Village. VILLAGE SHALL NOT BE LIABLE TO AFA OR TO AFA'S EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (A) OCCURRING ON OR ABOUT THE FACILITIES ARISING OUT OF THE USE OR OCCUPANCY BY AFA, ITS EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES, OF THE FACILITIES AND THE CONDUCT OF AFA'S BUSINESS THEREIN, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF VILLAGE, ITS AGENTS OR EMPLOYEES, OR (B) ARISING OUT OF ANY BREACH OR DEFAULT BY AFA IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND AFA INDEMNIFIES AND AGREES TO DEFEND AND HOLD VILLAGE HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, INJURY, DEATH OR LOSS.

5.2 No Liability by AFA. AFA SHALL NOT BE LIABLE TO VILLAGE OR TO VILLAGE'S EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (A) OCCURRING ON OR ABOUT THE FACILITIES ARISING OUT OF THE USE OR OCCUPANCY BY VILLAGE, ITS EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES, OF THE FACILITIES AND THE CONDUCT OF VILLAGE'S BUSINESS THEREIN, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF AFA, ITS AGENTS OR EMPLOYEES, OR (B) ARISING OUT OF ANY BREACH OR DEFAULT BY VILLAGE IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND VILLAGE INDEMNIFIES AND AGREES TO DEFEND AND HOLD AFA HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, INJURY, DEATH OR LOSS.

5.3 Insurance Requirements. AFA, at its sole cost and expense, shall procure and maintain throughout the Term the following insurance:

(a) a policy or policies of Comprehensive General Liability Insurance insuring both Village and AFA against all claims, demands or actions arising out of or in connection with AFA's use or occupancy of the Facilities, or by the condition of the Facilities, the limits of such policy or policies to be in an amount not less than $2,000,000 in respect of any one occurrence and a General Aggregate limit of $5,000,000. Such policy must include products or completed operations liability, independent contractor coverage, non-owned and hired vehicle liability. Village shall have a policy or policies of Comprehensive General Liability Insurance insuring the Village against all claims, demands or actions arising out of or in connection with Village's use or occupancy of the Facilities, or by the condition of the Facilities, the limits of such policy or policies to be in an amount typically required of municipal corporations. Such policy must include products or completed operations liability, independent contractor coverage, non-owned and hired vehicle liability;

(b) "all-risk" or "special form" property insurance covering all of the Facilities and AFA's personal property in, on or at the Facilities, including, without limitation, AFA's trade fixtures and equipment, at the full replacement cost of the foregoing. Such policy must be written in amounts of coverage that meet any coinsurance requirements, must include vandalism and malicious mischief coverage;

(c) Worker's Compensation Insurance and Employer's Liability Insurance in the minimum amounts required by applicable state law, with all such policies containing waivers of subrogation in favor of Village; and

(d) coverage for all owned, non-owned, and hired vehicles, including the ownership, maintenance and operation thereof, and including loading and unloading thereof. The business automobile liability insurance must provide a combined single limit of $2,000,000.00 per occurrence. The policy shall contain the following endorsements (if available) in favor of Village:

(i) Waiver of Subrogation endorsement TE 2046A;
(ii) 30 day notice of Cancellation endorsement TE 0202A; and
(iii) Additional Insured endorsement TE 9901B.

All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. AFA shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. All insurance policies are to be written by insurance companies qualified to do business in the State of Florida and shall name the Village as additional insured. AFA shall obtain a written obligation on the part of each insurance company to notify Village at least ten (10) days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Village and renewals thereof, as required, shall be delivered to Village at least thirty (30) days prior to the expiration of the respective policy terms.

The Parties agree that the Village shall carry insurance at its sole cost and expense to cover any and all liabilities similar to those described in this Article 5 and the same amounts currently held by the Village which shall include, but not be limited to, coverage for any and all events organized by the Village in the Facilities, during any general use of the Facilities at all hours (including during Customary Business Hours), use of the community center, and for any trespass by any person not authorized to be on the Facility grounds.

Article 6
DEFAULT AND REMEDIES

6.1 AFA Default. The following shall be deemed to be events of default ("**Default**") by AFA under this Agreement:

(a) the theft, fraud or other dishonesty of AFA;

(b) the gross negligence or willful misconduct of AFA;

(c) AFA's failure to pay the Village Fee when due;

(d) AFA's failure to pay when due any federal, state, and local taxes levied, charged or assessed against AFA in connection with any business or activity that AFA will operate from the Facilities;

(e) AFA's failure to maintain the Facilities open for business as set forth in this Agreement;

(f) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, which shall not be unreasonably withheld, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(g) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or any act or omission of AFA that constitutes a breach of this Agreement and the failure by AFA to cure such breach within fifteen (15) days of written notice thereof from Village provided, however, that, if such failure is not reasonably capable of being cured within such fifteen (15) day period, and if AFA shall initiate diligent efforts to cure such failure within such fifteen (15) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate.

(h) A default by AFA of its obligations under that certain Operations and Management Agreement between AFA and the Village for the TIES Property of even date herewith.

6.2 Village Remedies upon AFA Default. Upon the occurrence of any AFA Default described in Section 6.1 or elsewhere in this Agreement, the Village shall have the option to pursue, in addition to all rights and remedies available to the Village at law and in equity, the right to terminate this Agreement by providing AFA written notice and ten (10) business days to cure any AFA Default provided, however, that, if such failure is not reasonably capable of being cured within such ten (10) business day period, and if AFA shall initiate diligent efforts to cure such failure within such ten (10) business day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate.

Article 7
TERM AND TERMINATION

7.1 Term. This Agreement shall continue for a term of thirty (30) years (the "Term"), as extended or sooner terminated under the terms of this Agreement. If the Commencement Date falls on a day other than the first day of a month, then for purposes of calculating the length of the Term, the first month of the Term shall be the month immediately following the month in which the Commencement Date occurs.

7.2 Termination for Cause by the Village. If the Village terminates this Agreement upon the occurrence of an AFA Default pursuant to Section 6.2, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

7.3 Termination without Cause by Village.

(a) This Agreement may be terminated by the Village without Cause in whole or in part at any time, as determined by the Village in its sole and absolute discretion.

(b) Upon Termination by Village without Cause or upon Termination due to Village Default (as defined below) both a "**NBV Termination**", AFA shall be entitled to a return of the total amount of actual, documented costs and expenses incurred by AFA, up to and not exceeding $6,500,000, in the development and construction of the Project ("**Investment Amount**") by AFA under the Development and Construction Agreement. The Investment Amount shall be due in full if the NBV Termination occurs between the Commencement Date and the 10th anniversary from the Effective Date ("**First Period**"). If the NBV Termination occurs between the 10th anniversary of the Commencement Date and the 20th anniversary from the Commencement Date ("**Second Period**"), the Investment Amount shall be reduced by one-half ("**Reduced Investment Amount**"). If the NBV Termination occurs after the 20th anniversary from the Commencement Date ("**Third Period**"), the Investment Amount shall be fully abated and the Village will not owe such Investment Amount to AFA. The Investment Amount shall be paid by the Village within thirty (30) days from the date of termination.

(c) Additionally, upon the occurrence of a NBV Termination, the Village shall pay to AFA an annual amount equal to 7% of the Investment Amount per year remaining in the First Period, 7% of the Reduced Investment Amount per year remaining within the Second Period and 7% of the Reduced Investment Amount per year remaining in the Third Period such amount (the "**Expectation Fee**", and, together with the applicable Investment Amount, the "**Early Termination Fee**"). The Expectation Fee for the year of termination shall be due and payable to AFA within thirty (30) days after the end of such contract year. All subsequent Expectation Fee payments shall be due within thirty days after the end of the applicable contract year. For clarification purposes, please see a sample chart attached hereto as Schedule 2 using a hypothetical Investment Amount for illustrative purposes.

7.4 Termination by School District. In the event, during the Term of this Agreement, the School District terminates that certain Amended and Restated Joint Use Agreement between

the Village and the School District (the "JUA"), the Parties agree that AFA may elect to terminate this Agreement or to continue operating Multi-Purpose Courts for purposes of offering sports programming activities to be determined based on an updated Programming Schedule. No Early Termination Fee will be due by Village to AFA in the event of termination by the School District.

7.5 AFA Indemnity Undertaking. AFA agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney which approval must be timely) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with, AFA's Operation of the Facilities and any AFA Default under this Agreement. Exclusively for purposes of this Section, AFA's Operation of the Facilities shall mean: (a) AFA's management, operation and use of the Multi-Purpose Courts; (b) AFA's use of a portion of the Village Facility. This indemnification provision shall obligate AFA to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, or appellate proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by AFA or persons employed, utilized, or subcontracted by AFA. Notwithstanding the foregoing, AFA's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any person employed, utilized or subcontracted by the Village. This indemnification shall survive for 5 years from the date of this Agreement's termination. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village and its officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village agency or instrumentality which performs any official function under this Agreement;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims in connection with AFA's use of the Facilities. Notwithstanding the foregoing, except in the event of theft, fraud or other dishonesty of AFA, the term "Liabilities" shall not include punitive or exemplary damages.

7.6 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village fails to perform or observe any express, proprietary or non-sovereign duty, term, obligation or agreement of Village under this Agreement in any material respect, and fails to cure such failure within fifteen (15) days of written notice thereof from AFA; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required

by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village, which is not cured by Village as set forth herein, AFA shall have the right to terminate this Agreement upon written notice of termination given by AFA and shall be entitled to the Early Termination Fee.

(b) AFA may terminate this Agreement at any time in the sole discretion of AFA effective upon written notice given by AFA in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal.

7.7 Termination Obligations. Within ten (10) days of the expiration or earlier termination of this Agreement, or upon the termination or suspension of the engagement and services of AFA hereunder, AFA shall:

(a) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the operation of the Facilities, all permits and approvals, plans and specifications maintained or in the possession or control of AFA (except for AFA's personal property both tangible and intangible which shall be removed by AFA) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by AFA at AFA's sole cost and expense);

(b) Assign any contract rights regarding the Project Site;

(c) Surrender the Facilities in good condition, reasonable wear and tear excepted, and loss by fire or other casualty excepted, and shall surrender all keys for the Facilities to Village and shall inform Village of all combinations on locks, safes and vaults, if any, in the Facilities; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly transfer of AFA's services, duties, obligations and activities in connection with the Facilities.

Article 8
MISCELLANEOUS

8.1 No Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and AFA and no other third party shall have any claim to any such right or benefit thereof.

8.2 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and

other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, freight prepaid.

(b) All Notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. Ralph Rosado, Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to AFA, to:

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ctapia@afa.org.ar

With a copy to:

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

8.3 Village Approvals. Any prior approvals required from the Village arising under this Agreement shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by AFA unless earlier approval required ("**Approval Period**"). If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village. Notwithstanding the foregoing, AFA acknowledges that the

Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Facilities. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

8.4 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

8.5 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, Party or Parties may require.

8.6 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

8.7 Assignment. The privileges granted to AFA under this Agreement are personal to AFA and may not be assigned without the prior written consent of the Village at its sole discretion. Any assignment of this Agreement shall not relieve AFA from liability under this Agreement and AFA shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

8.8 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

8.9 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

8.10 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

8.11 Time of Essence. Time is of the essence of this Agreement.

8.12 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Village and AFA.

8.13 Amendments. This Agreement may not be modified, altered or amended except

pursuant to a written instrument executed by Village and AFA with the same formalities of this Agreement, including, without limitation, approval of the amendment by the Village Commission.

8.14 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the Project Site, the Improvements or the Facilities, which shall remain at all times the property of the Village. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

8.15 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

8.16 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

8.17 Non-Discrimination. In the performance of its obligations under this Agreement, AFA shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

8.18 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.**

8.19 Drug Free Workplace. AFA shall at all times comply with, and shall use its good

faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

8.20 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, labor or materials shortage, or any other cause that is not within the reasonable control of AFA or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

8.21 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees not to disclose financial information regarding AFA or other information marked or stamped as being proprietary or confidential by AFA (such as, without limitation, general construction cost data, bank accounts maintained by AFA, or information regarding other projects constructed, developed, leased or managed by AFA) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

8.22 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

8.23 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

8.24 Compliance with Federal, State and Local Laws. AFA understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and AFA agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, AFA agrees to require AFA's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time.

8.25 Further Assurances. In addition to the obligations required to be performed under this Agreement by the Parties, the Parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

8.26 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents.

8.27 Entire Agreement. This Agreement, along with its exhibits contains the final and entire agreement between the Parties with respect to AFA's engagement hereunder. The Parties shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

8.28 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ASOCIACION DE FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____
Name:_____
Title:_____

Attest:

_____
Village Clerk

NORTH BAY VILLAGE, a Florida municipal corporation

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

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

SCHEDULE 1
APPROVED AGENTS

- Project Football LLC, a Florida limited liability company

SCHEDULE 2
EXPECTATION FEE CALCULATION

Year	Investment Amount	Expectation Fee to be paid in the following years (annual payments)
1	$ 6,500,000	10 payments of $455,000
2	$ 6,500,000	9 payments of $455,000
3	$ 6,500,000	8 payments of $455,000
4	$ 6,500,000	7 payments of $455,000
5	$ 6,500,000	6 payments of $455,000
6	$ 6,500,000	5 payments of $455,000
7	$ 6,500,000	4 payments of $455,000
8	$ 6,500,000	3 payments of $455,000
9	$ 6,500,000	2 payments of $455,000
10	$ 6,500,000	1 payments of $455,000
11	$ 3,250,000	10 payments of $227,500
12	$ 3,250,000	9 payments of $227,500
13	$ 3,250,000	8 payments of $227,500
14	$ 3,250,000	7 payments of $227,500
15	$ 3,250,000	6 payments of $227,500
16	$ 3,250,000	5 payments of $227,500
17	$ 3,250,000	4 payments of $227,500
18	$ 3,250,000	3 payments of $227,500

19	$ 3,250,000	2 payments of $227,500
20	$ 3,250,000	1 payment of $227,500
21	None	10 payments of $227,500
22	None	9 payments of $227,500
23	None	8 payments of $227,500
24	None	7 payments of $227,500
25	None	6 payments of $227,500
26	None	5 payments of $227,500
27	None	4 payments of $227,500
28	None	3 payments of $227,500
29	None	2 payments of $227,500
30	None	1 payment of $227,500

EXHIBIT A

PROJECT SITE

- The Galleon Street site consists of an approximately 48,000 square-foot (1.10 acres) parcel, with address documented as 1851 Galleon Street, North Bay Village. This site is developed with municipal facilities, including an approximately 10,000 square-foot mini-park and playground; a structure that lately housed the North Bay Village Police Communications Center (now relocated), and the Village's Public Works storage yard and wastewater pump station facility. The above-ground pump station is expected to be demolished and placed underground in/by August of 2024, thereby making that portion of the site available for recreational use.



EXHIBIT B

ADDITIONAL SERVICES

SERVICE	**DESCRIPTION**
AFA-organized events for the public throughout the year	Two events will be organized per calendar year, per mutual agreement of NBV and AFA annually.

EXHIBIT C

PROGRAMMING SCHEDULE

Galleon Padel and Pickleball Courts		
Day	**Time**	**Activity**
Mon-Sun	8 am	Public Use
Mon-Sun	9 am	Public Use
Mon-Sun	10 am	Public Use
Mon-Sun	11 am	Public Use
Mon-Sun	Noon	NBV Use
Mon-Sun	1 pm	NBV Use
Mon-Sun	2 pm	NBV Use
Mon-Sun	3 pm	NBV Use
Mon-Sun	4 pm	NBV Use
Mon-Sun	5 pm	Public Use
Mon-Sun	6 pm	Public Use
Mon-Sun	7 pm	Public Use
Mon-Sun	8 pm	Public Use
Mon-Sun	9 pm	Public Use
Mon-Sun	10 pm	Public Use
Mon-Sun	11 pm	Public Use

EXHIBIT D

PRICE LIST

Field Usage Fee

Padel: $110.00 per hour

DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT

(TIES Property)

This DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT (the "**Agreement**"), made effective as of _____, 2024 (the "**Effective Date**"), by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**") and ASOCIACION DE FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("**AFA**"). The Village and AFA shall be referred to individually as a "**Party**" and/or collectively as the "**Parties.**"

RECITALS:

A. The Village is a party to that certain Joint Use Agreement dated July 20, 2020, which is in the process of being amended and restated by way of that certain Amended and Restated Joint Use Agreement a draft of which is attached hereto as **Exhibit "A"** ("**JUA**") with the School Board of Miami-Dade County, Florida (the "**Board**") whereby the Village and Board agreed to redevelop and share the use of the fields at Treasure Island Elementary School (as such fields are further described in **Exhibit "B"**, the "**TIES Property**") and to contemplate redevelopment and use by AFA pursuant to this Agreement and the Management Agreement (as defined below). The attached JUA was approved by the Board on September 21, 2023 and is subject to continued negotiations on certain items without requiring further Board approval. The JUA will be signed upon approval by the Board of this Agreement and the Management Agreement.

B. The Village and AFA have agreed that AFA will pay for and coordinate the development on the TIES Property of the following improvements (the "**Project**"), which is owned by the Board, as such Project is further described in the specifications attached hereto as **Exhibit "C"** (the "**Description of Improvements**") and in the proposal and recommendations submitted by AFA regarding the concept, development strategy, architectural and design schedule guidelines, process and strategy for obtaining governmental approvals, construction schedule requirements, construction budget requirements, and other relevant construction and development matters related to the Project (the "**AFA Proposal**") and which include: (i) one synthetic turf soccer field for 11 on 11 play, designed and built to professional soccer standards; (ii) four synthetic turf soccer fields for 5 on 5 play (all five soccer fields, the "**Soccer Fields**"); and (iii) lighting for the Soccer Fields (such improvements, the "**TIES Property Improvements**").

C. The Parties acknowledge that the Village will be financially responsible solely for certain improvements to the TIES Property listed in the Preliminary Budget attached hereto as **Exhibit "D"** ("**Village TIES Improvements**").

D. The Village and AFA have simultaneously entered into that certain Management and Operations Agreement (the "**Management Agreement**"), whereby, upon Completion of the Project (as defined below), AFA (or a third party engaged by AFA and approved by the Village

and the Board) shall manage and operate the Project on behalf of the Village in accordance with the terms contained in the Management Agreement.

E. This Agreement is not, and shall not be deemed to be, a development agreement under Section 163.3220 of the Florida Statutes.

F. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village Commission as a condition precedent to its execution.

G. The Parties agree that their use of the TIES Property and the TIES Property Improvements together with the Village TIES Improvements shall at all times be subject to the JUA. In the event of any inconsistency between the terms of this Agreement and the JUA, the JUA shall control.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
DEVELOPMENT MANAGEMENT

1.1 Engagement of AFA. In connection with the development of the Project, AFA shall have the responsibilities described in this Article 1. For the avoidance of doubt, except as provided in this Agreement, AFA shall have all responsibility, and the Village shall have none, in connection with the development and management of the construction of the Project.

(a) Subject to the Village's and the Board's approval of such appointment, AFA shall appoint a licensed professional engineer as its project representative (the "**AFA Representative**"). All references to AFA performing tasks related to development of the Project pursuant to this Article 1 shall be interpreted as being performed by AFA, through the AFA Representative. The AFA Representative shall coordinate the General Contractor, Project Architect, Engineers, (as such terms are defined below) and other consultants and professionals, in order to value engineer the Project and complete Approved Plans and Description of Improvements as more fully provided for under Section 1.2. AFA agrees that its contract with the AFA Representative (the "**AFA Representative Contract**") shall include a provision which states that the Village and the Board are express third-party beneficiaries of all obligations of the AFA Representative under the AFA Representative Contract. Such provisions shall also provide that the AFA Representative agrees (a) that the Village or the Board may bring legal actions under the AFA Representative Contract in its name as beneficiary without the participation of AFA strictly upon the occurrence of an AFA Default; and (b) that all warranties, express and implied, run to AFA, the Board and the Village. AFA shall require the general contract for the Project to be bonded including a payment and performance bond for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes in compliance

with Section 1.1(h) below.

(b) The Village has appointed Public Works Director Marlon Lobban, PE (including any successors or substitutions of any of the foregoing) as Village's representative for the Project (the "**Project Representative**").

(c) Subject in any case to the Village's and Board's approval, AFA shall select and retain all contractors and consultants including: architectural, civil, structural, mechanical, electrical, landscape and geotechnical engineers (collectively, "**Engineers**") along with the general contractor and subcontractors, and the interior designer and other consultants and professionals for the Project, as appropriate. Notwithstanding anything to the contrary herein, AFA shall review the bids with Project Representative prior to selection of the Engineers and General Contractor and shall seek approval of the Village Project Representative and the Board regarding the final selection of the Engineers and General Contractor. The general contractor selected for the Project is herein called the "**General Contractor**" and the architect selected for the Project is herein called the "**Project Architect**." Upon selection of the General Contractor, Project Architect, Engineers, and other consultants and professionals, AFA shall assemble and negotiate the terms and conditions of the contracts therefor in consultation and cooperation with Village. Engineers shall be licensed professional engineers as provided in Chapter 471, Florida Statutes. Project Architect shall be a registered architect as provided in Chapter 481, Florida Statutes. General Contractor shall be a licensed general contractor under the laws of the State of Florida and be on a list of Board approved General Contractors provided by the Board or approved by the Board.

(d) AFA (in consultation with the Project Representative) shall finalize the construction budget for the Project (including hard costs and soft costs, acquisition costs, and cost of equipment) (as may be adjusted from time to time, the "**Construction Budget**"), a Project logistics plan for the Project staging of construction activities, crews, materials and equipment ("**Logistics Plan**"); and a development schedule (including any critical path performance dates, the "**Development Schedule**"), which development schedule shall conform to the Construction and Phasing Schedule attached to the JUA and contain the following: visible construction work to commence no later than 9 months from the Effective Date of the JUA and to be completed, as evidence by an issued Certificate of Occupancy issued by the Board's Building Department, within 12 months after commencement.

(e) The Village will have no responsibilities or obligations in connection with obtaining financing to build or operate the Project. Rather, AFA shall be responsible for any and all costs in connection with the Project, including without limitation, the repayment of any financing and costs in connection therewith. For the avoidance of doubt, any financing obtained by AFA shall not result in the imposition of any mortgage, security interest or lien upon the TIES Property. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, AFA shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. Notwithstanding the foregoing, the Village shall be financially responsible for the Village TIES Improvements as set forth in the Preliminary Budget. The Village shall be financially responsible for any overage for the Village Galleon Improvements.

(f) AFA shall provide regular monitoring of design and development and construction and completion progress for the Project in consultation and with the involvement of Project Representative.

(g) AFA shall promptly review and pay all payment applications and invoices from the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers, to AFA for work performed on the Project.

(h) Village and the Board shall have the right to review all bids received by AFA in connection with the Project and provide comments or request reasonable edits, including, without limitation, on matters concerning the TIES Property Improvements and the Village TIES Improvements. Upon selection of the General Contractor, AFA shall enter into a guaranteed maximum price general construction contract for the construction of the Project, which shall include all labor, materials, equipment and supplies for the construction of the Project, as well as General Contractor's overhead and profit (the "**GMP Contract**"), to be entered into between the General Contractor and AFA. At the Village's option, pursuant to such GMP Contract, the Contractor shall be obligated to construct the Village TIES Improvements on behalf of the Village pursuant to specifications submitted by the Village and upon conditions to be set forth in the GMP Contract. Prior to executing the GMP Contract with General Contractor, AFA shall submit the execution version of the GMP Contract to the Village for approval. AFA agrees that the GMP Contract shall include a provision which states that the Village and the Board are an express third-party beneficiary of all obligations of General Contractor under the GMP Contract and that the Project Representative shall be promptly notified by the General Contractor in the event that, during construction, any Village TIES Improvement in the approved construction budget increases, for any reason, more than 5%. Such third-party provisions shall also provide that the General Contractor agrees (a) to provide a separate invoice for the Village TIES Improvements; (b) that the Village or the Board may bring legal actions under the GMP Contract in its name as beneficiary without the participation of AFA; and (c) that all warranties, express and implied, run to both AFA and the Village or the Board. The GMP Contract shall also include a provision which states that, in the event of a default hereunder by AFA which remains uncured for more than thirty (30) days, the Village, at its option, may elect to invoke the automatic assignment to the Village of all agreements and contracts between AFA and any subcontractors (along with any purchase orders for materials, if any), in the event that Village enforces its rights under the GMP Contract as described above. AFA agrees that mere consultation with the Project Representative shall impose no liability on the Village for any recommendations made to AFA nor affect any of AFA's obligations hereunder. The General Contractor shall be bonded and shall provide a payment and performance bond (the "**Performance Bond**") for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes. The Village shall be named as a dual obligee on any such bonds with respect to the Project. AFA must, within three (3) days of the effective date of the GMP Contract, deliver to the Village the Performance Bond in a form acceptable to the Village. The surety providing the Performance Bond 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). If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the GMP Contract is

required by the provisions of any bond to be given to a surety, the amount of the Performance Bond shall be adjusted accordingly.

(i) AFA shall, in consultation with Project Representative, select subcontractors and sub-subcontracts. AFA shall (i) analyze subcontractor bids along with General Contractor, and (ii) advise Village with respect to the selection of subcontractors and the award of the subcontracts. The Village acknowledges that Project Football, LLC is pre-approved as a subcontractor for the provision of services under this Agreement.

(j) AFA will apply for and use commercially reasonable efforts to obtain or cause to be obtained all approvals necessary for the construction and development of the Project, including, without limitation, planning, zoning or rezoning, plat, site plan approval, licenses, variances and approvals, as necessary, as required by the Board and all applicable governmental agencies, bodies, boards and tribunals, with jurisdiction over the construction of the TIES Property (collectively, the "**Governmental Authorities**"), including building permits, certificate of occupancy and similar approvals for the construction, development, and use of the Project. AFA with the Village's assistance will also negotiate with the applicable municipal and public utility bodies for providing water, sewer and drainage utilities, electric, telephone and telecommunication services and facilities to the Project and cause the necessary documentation to effectuate same to be prepared. The Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Project or any operations at the Project. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

(k) AFA shall conduct meetings on a regular schedule with Project Representative, General Contractor, the Project Architect, Engineers, and other consultants and professionals in order to coordinate the work to be done pursuant to the Approved Plans and Description of Improvements and shall give reasonable prior notice to Village of such schedule. The Parties agree that such meetings shall take place no more than once every thirty (30) days prior to the commencement of construction of the Project and thereafter no more than once every fifteen (15) days until Completion of the Project in accordance with this Agreement unless an urgent matter arises which requires an emergency meeting (said meetings may be called by the Project Representative, General Contractor, Project Architect, Engineers or AFA). AFA shall render to Village a monthly report, which report shall contain the following information as to the Project:

(1) the actual progress of work achieved on the Project during such month and to date, including the issuance of a monthly updated (a) critical path method schedule for the Project, (b) site logistic plan, (c) cash flow projection plan, estimating the flow in and out of the Project expenses on a monthly basis or other frequency agreed to by the Parties, and (d) contract change order log, including any outstanding potential change orders and change order requests;

(2) the actual expenditures made, during such month and to date, by category of expenditure and a Development Schedule report;

(3) reports of payments (including receipts) made to the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers;

(4) the estimated cost and time to complete the Project using acceptable industry construction cost estimation methods; and

(5) any change orders, Construction Budget changes and/or Logistics Plan changes for the preceding month. AFA acknowledges and agrees that the creation of a contingency fund shall be formally established in the GMP Contract; the use of contingency funds shall be for certain permitted uses by General Contractor as will be documented in the GMP Contract in consultation with the Village and Project Representative.

(l) Without limitation of the foregoing, AFA, together with the Project Architect, shall conduct regular monthly meetings (or as needed) with General Contractor to review with General Contractor unpaid requisitions and monthly draws, and AFA, together with Project Architect, shall review and process requisitions of payment received from General Contractor in accordance with the terms of its GMP Contract. Project Representative shall be provided prior notice and be permitted to attend and participate in all such meetings.

(m) AFA shall monitor the construction of the Project by the General Contractor in accordance with the terms of this Agreement and the GMP Contract.

(n) AFA shall establish and administer a change order program. AFA shall have the right to negotiate any change orders pursuant to the GMP Contract and any other Project contractual commitments, including without limitation, any change orders required to meet requirements of Governmental Authorities. AFA shall inform Village of such change orders and shall maintain records thereof. Notwithstanding anything to the contrary herein, if any change order affecting the Project (i) exceeds $250,000 individually, or (ii) will result in a material delay to the Development Schedule of the Project, then AFA shall provide written notice to Village and Village Manager of any such change order prior to negotiating or approving same. Without limitation of the foregoing, the Village, acting by written directive of the Village Manager, may order in good faith design changes to the Village TIES Improvements consisting of additions, deletions or other revisions, that will not result in a delay to the Development Schedule of the Project and do not exceed $250,000 in the aggregate.

(o) At the Village's option, the Village TIES Improvements will be constructed by the General Contractor pursuant to and the GMP Contract. AFA acknowledges and agrees that it will have an opportunity to review the scope and timeline of the Village TIES Improvements and that performance by the Village of the Village TIES Improvements shall not excuse AFA from performing its obligations pursuant to this Agreement. Notwithstanding the foregoing, the Village

agrees to use reasonable efforts to coordinate its construction schedule with AFA to reduce disruption in the execution of the Project by AFA. Village agrees that it shall promptly pay, in accordance with the Florida Prompt Payment Act, Fla. Stat. Ch. 218, for all Village TIES Improvements invoiced by the General Contractor to AFA and in any event prior to AFA's obligation to transfer payment to the General Contractor.

(p) AFA, in consultation with the Village's Project Representative, shall negotiate the closeout of the GMP Contract, including completion of punch-list items, occupancy certificates and final payment.

(q) Construction activities shall not interfere with or disrupt the Board operation of the Treasure Island Elementary School. AFA shall require that its contractors take all necessary safety precautions during the work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the Board Administrator and assigned District Project Manager to assure the safety of the Board's students, staff, visitors, invitees and the public at all times. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event AFA requires access to the TIES Property for any other reason, AFA shall first secure the approval of the School Administrator. In addition, AFA agrees to minimize noise, dust and/or odor during construction within the TIES Property to the extent possible and shall work collaboratively with the School Administrator in this regard. AFA acknowledges and agrees that if the Board, or its designee, requests that AFA cease any work within the TIES Property due to unreasonable interference to the School or otherwise or violation of any applicable rules and regulations or the Board's criteria, then AFA shall immediately discontinue its activities at the TIES Property, and shall proceed only after the Board, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized AFA to continue.

(r) AFA shall (1) complete at its own cost and expense within 90 days from the Effective Date the Fence Work as defined in the JUA; and (2) jointly with the TIES Property Improvements, repaint the exterior of the TIES school building at no cost to the Village or the Board.

(s) In addition, the Parties agree that the Village shall be solely responsible for the payment of the administrative fee to the Board for project management related tasks as defined in Article VII of the JUA.

1.2 Preparation of Plans and Specifications.

(a) AFA hereby agrees and acknowledges that the Design Development Plans (as defined below) for the Project shall be substantially in the form attached hereto as **Exhibit "E"**.

(b) AFA shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare the design development plans and specifications that further define the scope of the Project based on the Description of Improvements (collectively, the "**Design Development Plans**"). The Village and the Board shall be entitled to review and approve

(or disapprove and provide express reasons for such disapproval) the Design Development Plans for the Project.

(c) Upon approval by Village and the Board of the Design Development Plans for the Project, AFA shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare and to submit to Board for approval, final permit and construction plans and specifications for the Project that further define the scope depicted in the Design Development Plans (the "**Construction Drawings**"). The Village and the Board shall be entitled to review and approve (or disapprove and provide express reasons for such disapproval) the Construction Drawings for the Project. The final Construction Drawings as approved by Village (as the same from time to time may be modified or amended and approved by Village), are termed the "**Approved Plans and Description of Improvements**."

1.3 Overall Standard of Care. AFA acknowledges that in performing its duties and obligations it shall at all times follow directives issued by the AFA Representative. In carrying out its duties and obligations, AFA shall perform the services under this Agreement in accordance with the highest standards of care, skill, prudence and diligence that an experienced professional developer of projects in South Florida similar to the Project would be expected to use and exercise in the conduct of such development, and the responsibility of AFA in performing its duties and obligations hereunder shall be measured in each case against the standards of performance described in this Section or otherwise in this Agreement. AFA shall not be responsible for matters beyond its reasonable control (including Village's or Board's failure or delay to authorize or permit AFA to take any actions or make any expenditures required to meet these standards). Except as expressly authorized under this Agreement, or unless otherwise approved by Village, AFA shall deal at "arms-length" with all third parties and shall not make any payment to or enter into any arrangement with respect to the Project with any affiliated or related party of AFA, without the prior written disclosure to and prior written consent of Village, which consent shall not be unreasonably conditioned, delayed or withheld.

1.4 Village's Responsibilities. Village hereby covenants that:

(a) Village shall promptly provide full information regarding Village's requirements for the Project.

(b) Village shall furnish AFA with all reports, plans, documents and information reasonably required for the performance by AFA of the scope of its duties and responsibilities under this Agreement in Village's and/or Board's possession or of which Village and/or Board has knowledge (and not in possession or knowledge of AFA).

(c) For purposes of this Agreement, any approval by the Village shall mean the approval by the Village Manager (or his or her designee). Any such approval shall not be unreasonably withheld or denied. If, within twenty (20) business days after Village's receipt of any written request from AFA for any approval or consent under this Agreement, Village does not approve or disapprove such item, then AFA may proceed on the assumption that such item has been approved.

(d) Village shall cause Project Representative to remain generally available to perform Village's duties and obligations under this Agreement and be involved throughout the term of this Agreement on behalf of Village to the extent reasonably necessary for Village to perform its obligations under this Agreement, including without limitation, Village providing feedback and approval, as warranted, with respect to certain development and construction matters hereunder.

(e) Village shall cooperate with AFA in connection with the construction of the Project (including, without limitation, attending such meetings as are necessary, and signing documents, applications, instruments and agreements in furtherance of completing the Project) and, upon the written request of AFA, from time to time, also shall coordinate with AFA any interaction with private and public sector entities that may have standing with respect to the Project and those having approval or regulatory authority regarding the Project.

(f) The Village shall not be responsible for the payment of ad valorem taxes for the TIES Property nor any portion thereof subject to shared use agreements. AFA agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the TIES Property. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the TIES Property, AFA agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) business days after payment of such ad valorem taxes is made by the Village.

(g) Subject to review by the Village Manager and the Village Attorney (which review shall not be unreasonably withheld, conditioned or delayed), the Village agrees to execute acknowledgements and/or customary consents to all agreements, contracts and documentation negotiated between AFA and General Contractor, Project Architect, Engineers, and other consultants and professionals for the Project.

(h) The Village hereby agrees and acknowledges that to the extent there is a delay in completion and delivery of any portion(s) of the Project, subject to subsection (l) below, the Village shall request a partial temporary certificate of occupancy from the Board for the portions of the Project Improvements that have been completed consistent with applicable building code requirements, provided, however, that shall not be a waiver of the Village's claims pursuant to this Agreement.

(i) This Agreement shall not impose any obligation upon the Village in its regulatory capacity.

Article 2
AFA'S WARRANTIES AND REPRESENTATIONS

2.1 Authorization. AFA represents that it is an entity validly existing and in good standing as a civil association in the Republic of Argentina. The execution, delivery and performance of this Agreement by AFA has been duly authorized, and this Agreement is binding on AFA and enforceable against AFA in accordance with its terms. No consent of any other person

or entity to such execution, delivery and performance is required.

2.2 Licensing. AFA, on behalf of the AFA Representative, the General Contractor, the Engineers and the Project Architect ("**AFA's Consultants**"), hereby warrants and represents that at all times during the term of this Agreement all such AFA's Consultants shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform its duties and obligations for Village under this Agreement.

2.3 Expertise. AFA further warrants and represents that AFA's Consultants have the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

2.4 Financial Resources. AFA has the financial resources available to it for the complete and timely performance of its duties and obligations contemplated under this Agreement.

Article 3
AGREEMENT TERM AND CONTINGENCY

3.1 Term. This Agreement shall continue from the Effective Date until completion of the Project, unless otherwise earlier terminated pursuant to, and in accordance with, the terms hereof. For all purposes of this Agreement, the term "**Completion of the Project**" shall mean the latest to occur of: (a) issuance by the Project Architect of a certificate stating that the Project has been substantially completed in accordance with the Approved Plans and Description of Improvements (and any and all approved change orders from time to time) and (b) the issuance by the General Contractor of a final bond release and the payment of final retainage under the GMP Contract and the performance of final punch-list items, and (c) the issuance of a CO for the Project, and (d) the completion of all material punch-list items which would otherwise unreasonably interfere with the Village and AFA's ability to safely and lawfully occupy, use, and operate the Project in the ordinary course of business.

3.2 Agreement Subject to JUA. The Parties agree that their activities at the TIES Property shall at all times be subject to the JUA (in which references to the Village's construction activities are to be interpreted as AFA's construction activities hereunder). In the event of any inconsistency between the terms of this Agreement and the JUA, the stricter standard set forth in each of the Agreements shall control.

3.3 Contingent. The Parties agree that their mutual obligations pursuant to this Agreement shall not become effective unless and until (1) the Board has approved this Agreement and the Management Agreement pursuant to the terms of the JUA; (2) the Village has executed the Operations and Management Agreement with AFA relating to TIES; and (3) the JUA is fully executed.

Article 4.
TERMINATION AND SUSPENSION; INDEMNITIES.

4.1 Termination for Cause by the Village.

(a) Notwithstanding the term of this Agreement as established under Section 3.1 hereof, the engagement and services of AFA under this Agreement may be terminated at any time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"):

(1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, AFA's failure to commence construction of the Project within thirty-six (36) months after the Effective Date.

(2) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or

(4) Any AFA Default;

(5) A default by AFA of its obligations under that certain Development and Construction Agreement between AFA and the Village for the Galleon St. Property dated [DATE].

If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

4.2 Termination without Cause by Village. This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars; plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated

(the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). All work in progress will become the property of the Village and will be turned over promptly by AFA.

4.3 AFA Indemnity Undertaking. AFA agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with (a) any AFA Default under this Agreement; and (b) the development of the Project, provided that such Liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of AFA, the General Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. This indemnification provision shall obligate AFA to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, appellate, supplemental or bankruptcy proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by AFA or persons employed, utilized, or subcontracted by AFA. Notwithstanding the foregoing, AFA's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any Village Indemnitee. This indemnification shall survive for 5 years from the date of this Agreement's termination or Completion of the Project. For the avoidance of doubt, the failure of AFA to achieve Completion of the Project in accordance with the Development Schedule other than as a result of a Force Majeure Event, and absent a delay or default by the Village or Board, shall trigger AFA's obligation to indemnify Village as described above. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village, the Board and their respective officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village or Board agency or instrumentality which performs any official function under this Agreement;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims. Notwithstanding the foregoing, except in the event of the theft, fraud or other dishonesty of AFA (to the extent such action otherwise constitutes a AFA Default under item (1) of Section 4.3(iii) hereof after giving effect to the last sentence thereof), the term "Liabilities" shall include punitive or exemplary damages; and

(iii) "**AFA Default**" means with respect to the performance of its duties under this Agreement or otherwise in connection with the Village or the Project: (1) the theft, fraud or other dishonesty of AFA; (2) the negligence or willful misconduct of AFA; (3)

any act or omission of AFA that constitutes a breach of this Agreement and the failure by AFA to cure such breach within thirty (30) days of written notice thereof from Village; provided, however, that, if such breach is not reasonably capable of being cured within such thirty (30) day period, and if AFA shall initiate and document such diligent efforts to cure such breach within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any governmental agency or instrumentality to effect such cure, whichever is earlier; or (4) a default by AFA pursuant to that certain Amended and Restated Development and Construction Agreement of even date herewith for the Galleon St. Property.

4.4 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village fails to perform or observe any express, proprietary or non-sovereign duty, obligation or agreement of Village under this Agreement in any material respect, and fails to cure such failure within thirty (30) days of written notice thereof from AFA; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village, which is not cured by Village as set forth herein, AFA shall have the right to terminate this Agreement upon written notice of termination given by AFA and shall be entitled to the amounts described in Section 4.2.

(b) AFA may terminate this Agreement at any time in the sole discretion of AFA effective upon written notice given by AFA in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal. Any termination by AFA arising under Section 4.4(b) above entitles AFA to the amounts described in Section 4.2, provided, however, that no such amount shall be due by the Village in the event the breach was caused by a breach by the Board of the Board's obligations pursuant to the JUA, in which case, the Village agrees to reasonably cooperate with AFA in enforcing its rights pursuant to the JUA and seeking reasonable compensation for such breach.

4.5 Termination Obligations. Within ten (10) days of the expiration or earlier

termination of this Agreement, or upon the termination or suspension of the engagement and services of AFA hereunder, AFA shall:

(a) Provide a final accounting to Village for the Project along with an affidavit of payment of debts and claims and a written consent from the surety in form and substance acceptable to the Village;

(b) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the construction of the Project, all permits and approvals, plans and specifications maintained or in the possession or control of AFA (except for AFA's personal property both tangible or intangible which shall be removed by AFA) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by AFA at AFA's sole cost and expense);

(c) Assign any contract rights regarding the TIES Property; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly termination and transfer of AFA's services, duties, obligations and activities on the Project.

Article 5
INSURANCE

5.1 Insurance to Be Maintained by AFA. AFA shall purchase and maintain insurance of the type and extent as set forth on **Exhibit "F"** attached hereto. All such insurance maintained by AFA in connection with the Project shall name Village, The School Board of Miami-Dade County, Florida and their members, officers and employees and the Project Representative as additional insureds and, with respect to matters arising from AFA's negligence or willful misconduct, shall be primary as against any policies maintained by Village, but shall be excess and non-contributing as against any policies maintained by General Contractor or its subcontractors. Upon written instruction from the Village specifying any other reasonable entities to be included as an additional insured, AFA shall add such entities as additional insureds as provided herein.

5.2 Construction Insurance. AFA shall instruct General Contractor to obtain, prior to commencement of any work, and at its sole cost and expense, and thereafter at all times during the performance of the construction contract with General Contractor until Completion of the Project (or such longer period as specified in the GMP Contract), maintain, and instruct General Contractor to have each subcontractor and sub-subcontractor to obtain, and thereafter at all times during the performance of this Agreement, maintain, at each subcontractor's and sub-subcontractor's sole cost and expense, the insurance required to be maintained as set forth on **Exhibit** "**F**" attached hereto. AFA shall instruct General Contractor to monitor each subcontractor's and sub-subcontractor's insurance to require each subcontractor and sub-subcontractor to maintain such insurance until Completion of the Project.

5.3 Cooperation. Village and AFA shall cooperate with the other Party and with General Contractor in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim under any of the policies of insurance maintained by each, and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

5.4 Insurance Schedule. Village and AFA acknowledge that the insurance coverage held by General Contractor and all subcontractors must be approved by Village.

Article 6
MISCELLANEOUS

6.1 Estoppel Certificate. Each Party shall from time to time, within thirty (30) days after receipt of written request from the other Party, or the other Party's lender(s), execute and deliver to the requesting party written estoppel certificates, containing the reasonably requested information, including, without limitation, a certification that this Agreement is in full force and effect.

6.2 No Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and AFA and no other third party shall have any claim to any such right or benefit thereof.

6.3 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, postage prepaid.

(b) All Notices required or permitted to be sent hereunder shall be provided to the Board as well as its intended recipient and shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. Ralph Rosado, Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to AFA, to:

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ctapia@afa.org.ar

With a copy to:

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

Notice required to provided to the Board hereunder shall be addressed to:

The Board of Miami-Dade County, Florida
c/o Superintendent of Schools
Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: RPerez6@dadeschools.net

With a copy to:

The Board of Miami-Dade County, Florida
The Office if the General Counsel
1450 NE Second Avenue, Room 400
Miami, FL 33132
Attn: General Counsel Walter Harvey
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and jiafelice@dadeschools.net

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

6.4 Village Approvals. Any approvals required from the Village arising under this Agreement, and for which a specific deadline is not established, shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by AFA unless earlier approval required ("**Approval Period**"). This provision shall not apply to any matter for which, pursuant to the JUA, the Board's consent is required. If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village. Notwithstanding the foregoing, AFA acknowledges that the Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Facilities. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

6.5 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.6 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, party or parties may require.

6.7 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

6.8 Assignment. The rights of the Parties under this Agreement are personal to the Parties and may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld. AFA shall have the right to assign its rights and obligations under this Agreement to a third party with Village and Board approval, which shall not be unreasonably withheld, by providing the Village and the Board thirty-day prior written notice ("**Assignment Notice Period**") in accordance with Section 6.3 of this Agreement. If the Village fails to approve or reject such request within the Assignment Notice Period, then such assignment shall be considered approved by the Village. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment of this agreement shall not relieve AFA from liability under this Agreement and AFA shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement.

6.9 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6.10 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

6.11 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

6.12 Time of Essence. Time is of the essence of this Agreement.

6.13 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Village and AFA.

6.14 Amendments. This Agreement may not be modified, altered or amended except pursuant to a written instrument executed by Village and AFA with the same formalities of this

Agreement, including, without limitation, approval of the amendment by the Village Commission. The Parties acknowledge and agree that any such amendment will be subject to the Board's prior written approval, which the Board may grant or withhold in its sole discretion.

6.15 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the TIES Property. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

6.16 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

6.17 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

6.18 Non-Discrimination. In the performance of its obligations under this Agreement, AFA shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

6.19 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.**

6.20 Drug Free Workplace. AFA shall at all times comply with, and shall use its good faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

6.21 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, or any other cause that is not within the reasonable control of AFA or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

6.22 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees to not to disclose financial information regarding AFA or other information marked or stamped as being proprietary or confidential by AFA (such as, without limitation, general construction cost data, bank accounts maintained by AFA, or information regarding other projects constructed, developed, leased or managed by AFA) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

(b) Notwithstanding the foregoing, the Parties and their affiliates and representatives may (i) issue press releases, (ii) make any other public announcements or statements with respect to the transactions contemplated by this Agreement, and (iii) disclose the name of AFA.

6.23 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

6.24 Expert Resolution Process. All disputes regarding the matters described in Sections 1.1, 1.2, 3.1, 6.21 (individually, an "**ERP Dispute**" and collectively, the "**ERP Disputes**"), shall be resolved in accordance with the expert resolution process described below in the provisions of this Section 6.24 (the "**ERP**").

(a) The Party desiring that the Expert resolve any ERP Dispute (the "**Initiating**

Party") shall give notice in accordance with the provisions of this Agreement to the other Party (the "**Recipient Party**") that it desires to initiate the ERP (the "**ERP Notice**"). The Initiating Party and the Recipient Party shall agree on the Expert as set forth in subsection (f) below. The cost of the ERP shall be borne equally between the Parties.

(a) Within thirty (30) days after the selection of the Expert (as defined below), the Initiating Party and the Recipient Party shall submit their ERP Dispute to the Expert for determination. The Expert shall discuss the ERP Dispute in detail with the Initiating Party and the Recipient Party and otherwise undertake such investigation and study such materials as the Expert believes reasonably necessary to make an informed decision. Examination of witnesses by the Initiating Party and the Recipient Party and by the Expert shall be permitted in the discretion of the Expert.

(b) A written transcript of the proceeding shall be made and furnished to the Parties. The Expert shall determine any ERP Dispute, controversy or claim under this Agreement in accordance with the terms hereof. The Expert shall state the reasons upon which its decision is based in writing. The decision of the Expert shall be issued promptly but in no event later than thirty (30) days after the Parties have submitted their final statements and proofs to the Expert. Each Party shall have the right to bring an action in any court of competent jurisdiction to enforce the Expert's award.

(c) The Expert may grant any remedy or relief within the scope of this Agreement and the applicable provisions hereof and under applicable law. In the absence of fraud, gross misconduct, collusion, departure from the essential requirements of law or an error in law or a material fact appearing on the face of the order or award issued by the Expert, the written decision of the Expert shall be final and binding on the Parties. The Parties intend that the decision by the Expert shall be binding for all purposes and that no right of appeal shall exist; for the sake of clarity, any such ERP Dispute may not be relitigated through the ERP process or otherwise.

(d) The Parties voluntarily and knowingly waive any right to pursue any ERP Disputes involving the Parties in any forum or through any process or proceeding other than the process and procedures set forth in Section. The foregoing process shall be the exclusive method available for resolution of ERP Disputes hereunder that cannot otherwise be resolved.

(e) For purposes of this Agreement, **"Expert"** means an independent nationally recognized consulting or other firm or individual having at least ten (10) years recent professional experience as to the subject matter in question, who is qualified to resolve the issue in question and who is appointed in each instance by agreement of the Parties. In the event either Party calls for an Expert determination pursuant to the terms hereof, the Parties shall have thirty (30) days from the date of such request to mutually agree on one (1) recognized consulting firm or individual with relevant experience as the Expert and, if they fail to agree, each Party shall have an additional ten (10) days to each select one (1) recognized consulting firm or individual with relevant development experience as the

Expert and within ten (10) days of such respective selections, the two (2) respective firms and/or individuals so selected by each of the Parties hereto shall select another such recognized consulting firm or individual to be the Expert. If either Party hereto fails to make its respective selection of a firm or individual within the ten (10) day period provided for above, then the other Party's selection shall be the Expert. Also, if the two respective firms and/or individuals so selected shall fail to select a third recognized consulting firm or individual to be the Expert, then the Expert shall be appointed by the American Arbitration Association in Miami-Dade County, Florida.

6.25 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

6.26 Compliance with Federal, State and Local Laws. AFA understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and AFA agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, AFA agrees to require AFA's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time.

6.27 Further Assurances. In addition to the obligations required to be performed under this Agreement by the parties, the parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

6.28 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents.

6.29 Entire Agreement. This Agreement, along with its exhibits, including the Operations and Management Agreement, contains the final and entire agreement between the Parties with respect to AFA's engagement hereunder. The Parties shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

6.30 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ASOCIACION DE FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____
Name:_____
Title:_____

Attest:

_____
Village Clerk

NORTH BAY VILLAGE, a Florida municipal corporation

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

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

EXHIBIT A

DRAFT JUA

EXHIBIT B
LOT DESCRIPTION

The Project includes development the Treasure Island Elementary School (TIES) municipal site, as well as the provision of sports programming at:

- Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village. This site consists of over 12 acres of school property, with most of the buildings located toward the eastern and center portions of the site, with recreational and open space areas located around the perimeter. In 2020, the Village entered into a joint-use agreement with Miami-Dade County Public Schools (MDCPS) to (1) share use of TIES' recreational fields during weekday evenings and weekends, and (2) allow the Village to renovate the fields, largely at the Village's expense, with some level of contribution from MDCPS.



EXHIBIT C
DESCRIPTION OF IMPROVEMENTS

NORTH BAY VILLAGE COMMUNITY CENTER



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PLANA INTERNATIONAL
JAIME PLANA
ARCHITECT
FLORIDA LICENSE AR 9769
1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
PHONE: (561) 447-9344 e.FAX (561) 447-4162
E MAIL: archiplan@aol.com

CKM
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085 e.FAX (866) 610-4414
E MAIL: construkomusa@hotmail.com

Project Name and Address:
PROPOSED SITE PLAN FOR
COMMUNITY CENTER
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA
Client Name
AFA / NORTH BAY VILLAGE

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:
JAIME PLANA
SEAL

plot date:
04-01-2024
SHEET TITLE
COVER SHEET
A-0.0





PLANA INTERNATIONAL
JAIME PLANA
ARCHITECT
FLORIDA LICENSE AR 9769
1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
PHONE: (561) 447-9344 e.FAX (561) 447-4162
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CKM
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085 e.FAX (866) 610-4414
E MAIL: construkomusa@hotmail.com

Project Name and Address:
PROPOSED SITE PLAN FOR
COMMUNITY CENTER
1951 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA
Client Name
AFA / NORTH BAY VILLAGE

PROJECT No.
DRAWN BY:
FOLIO #:
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MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
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D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:
JAIME PLANA
SEAL

plot date: 04-01-2024

SHEET TITLE
RENDERING
A-0.1





PLANA INTERNATIONAL
JAIME PLANA
ARCHITECT
FLORIDA LICENSE AR 9769

1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
PHONE: (561) 447-9344 e.FAX (561) 447-4162
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A.B.		AS-BUILT
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D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

RENDERING

A-0.2









CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND RELATED COSTS INCLUDING FEES FOR ANY FIELD CHANGES OR DEVIATIONS FROM CONSTRUCTION DOCUMENTS WITHOUT WRITTEN AUTHORIZATION FROM THE ARCHITECT OR ENGINEER OF RECORD.

PLANA INTERNATIONAL
JAIME PLANA
ARCHITECT
FLORIDA LICENSE AR 9769

1053 SW 12th STREET
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E MAIL: construkomusa@hotmail.com

Project Name and Address:
PROPOSED SITE PLAN FOR
COMMUNITY CENTER
1951 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA
Client Name
AFA / NORTH BAY VILLAGE

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

RENDERING

A-0.3



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P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

AERIAL VIEW

A-0.4

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

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PROJECT No.
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C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

AERIAL VIEW

A-0.5

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

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ZONING INFORMATION

1851 GALLEON STREET, NORTH BAY VILLAGE, FLORIDA 3314133141
FOLIO # 23-3209-014-0200

ZONING DISTRICT	RM-40 RESIDENTIAL MULTIFAMILY DISTRICT
LAND USE	MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL
FUTURE LAND USE	PARKS & RECREATION
PORPOSED USE	SPORTS & COMMUNITY FACILITY
TOTAL AREA	48,000 SQ. FT. - 1.10 ACRES

		REQUIRED	PROPOSED
LOT COVERAGE		N/A	7,000 SQ. FT.
BUILDING TOTAL AREA (UNDER AC)			10,033 SQ. FT.
LOT AREA		MINIMUM 10,000 SQ. FT.	48,000 SQ. FT.
FRONTAGE		MINIMUM 100'-0"	480'-0"
MINIMUM YARD SETBACKS	FRONT	MINIMUM 25'-0"	25'-0"
	SIDE (INTERIOR)	MINIMUM 20'-0"	111'-4" / 247'-10"
	REAR	MINIMUM 15'-0"	15'-0"
MAXIMUM BUILDING HEIGHT		4 STORIES - 45'-0"	2 STORIES - 42'-0"
SITE COVERAGE PERCENTAGE			45.85% (21,418 SQ.FT.)
PERVIOUS AREA		MINIMUM 25%	49.83% (23,918 SQ.FT.)
SIDEWALKS			5,255 SQ.FT.
PADEL COURTS			9,040 SQ.FT.
PICKLEBALL COURTS			3,521 SQ.FT.
PARKING			
OFFICE	459 SQ. FT.	1 CAR SPACE / PER 300 SQ. FT. 2 CAR SPACES	
COMMON AREA	1,500 SQ. FT.	1 CAR SPACE / PER 75 SQ. FT. 20 CAR SPACES	
SUM	1,180 SQ. FT.	1 CAR SPACE / PER 400 SQ. FT. 3 CAR SPACES	
COMMUNITY CENTER	3,400 SQ. FT.	1 CAR SPACE / PER 300 SQ. FT. 11 CAR SPACES	
COURTS	6	5 CAR SPACE / PER COURT. 30 CAR SPACES	
TOTAL PARKING		66 CAR SPACES	68 CAR SPACES (4 ADA & 8 EV SPACES INCLUDED)
BICYCLE PARKING		6 BICYCLE PARKING / PER 50,000 SQ. FT.	6 BICYCLE PARKING
LOADING SPACE		UNDER 25,000 SQ. FT. 0 SPACES	0 SPACES

LEGAL DESCRIPTION:
LOT 3 THROUGH 8, BLOCK 9, OF "PORTION OF TRACT B 1ST ADDITION TO TREASURE ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 6, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



OVERALL SITE PLAN
NOT SCALE

NORTH

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

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ACCESSIBLE ROUTES WILL HAVE RUNNING AND CROSS SLOPES WILL MEET ADA STANDARDS

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NORTH BAY VILLAGE, FLORIDA

Client Name
AFA / NORTH BAY VILLAGE

PROJECT No.
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FOLIO #:
CAD FILE: 03-29-2022

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R.A.P.		REVISION AFTER PERMIT
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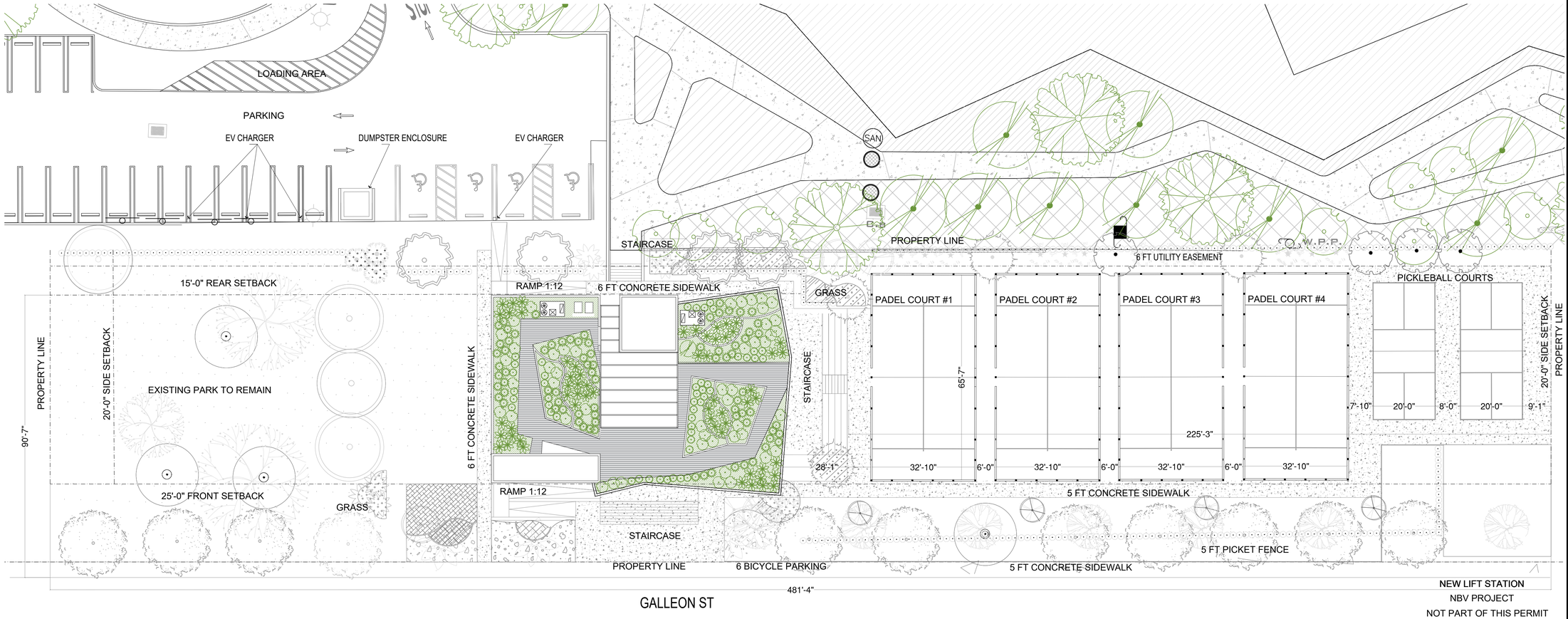
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE
OVERALL
SITE PLAN
A-1.0



ENLARGE
SITE PLAN

NORTH

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Architect:

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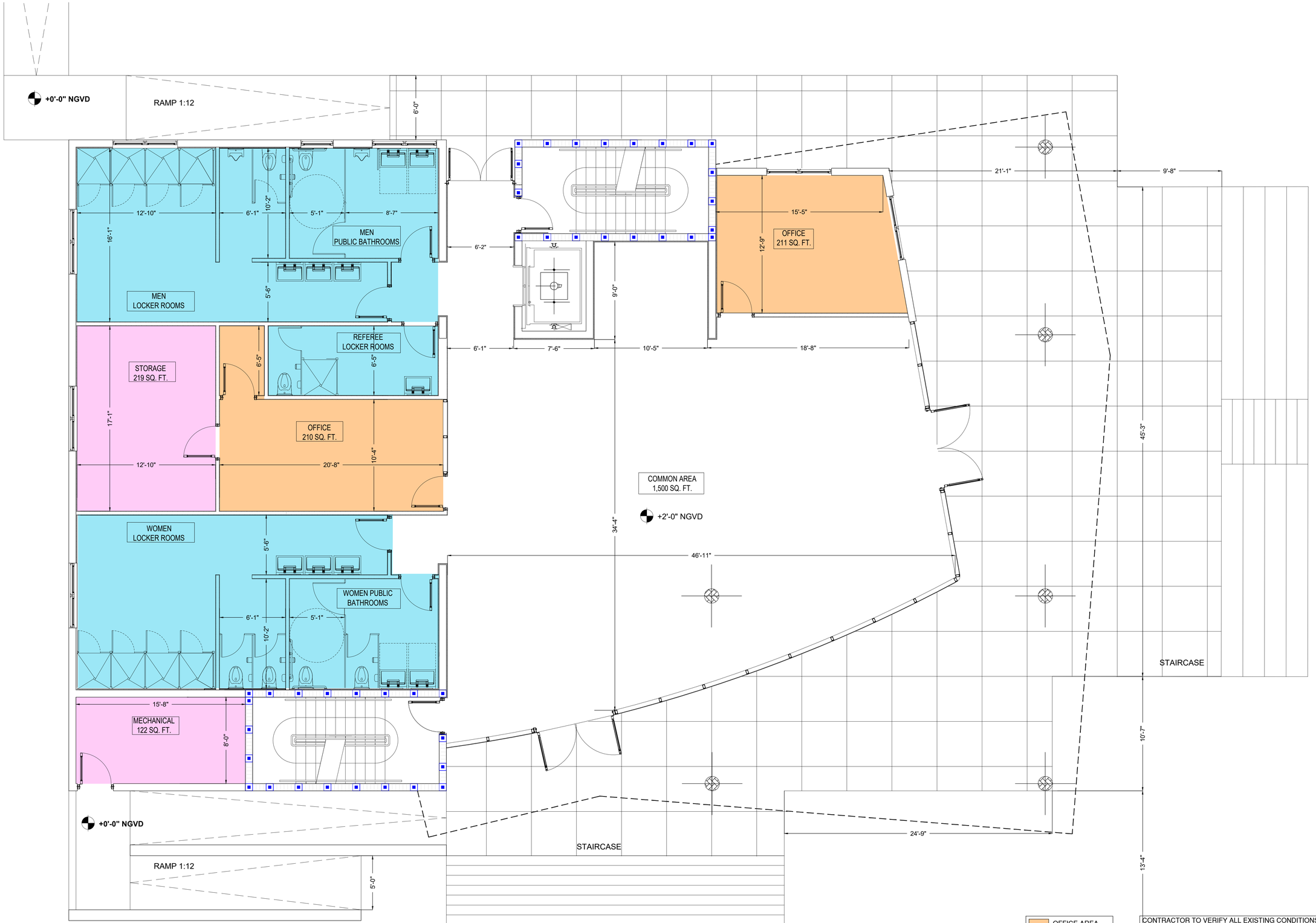
SEAL

plot date:
04-01-2024

SHEET TITLE

ENLARGE
SITE PLAN

A-1.0.1



GROUND FLOOR
SCALE 1/4" - 1'-0"

NORTH

OFFICE AREA
GENERAL AREA
SANITARY AREA
SERVICE AREA

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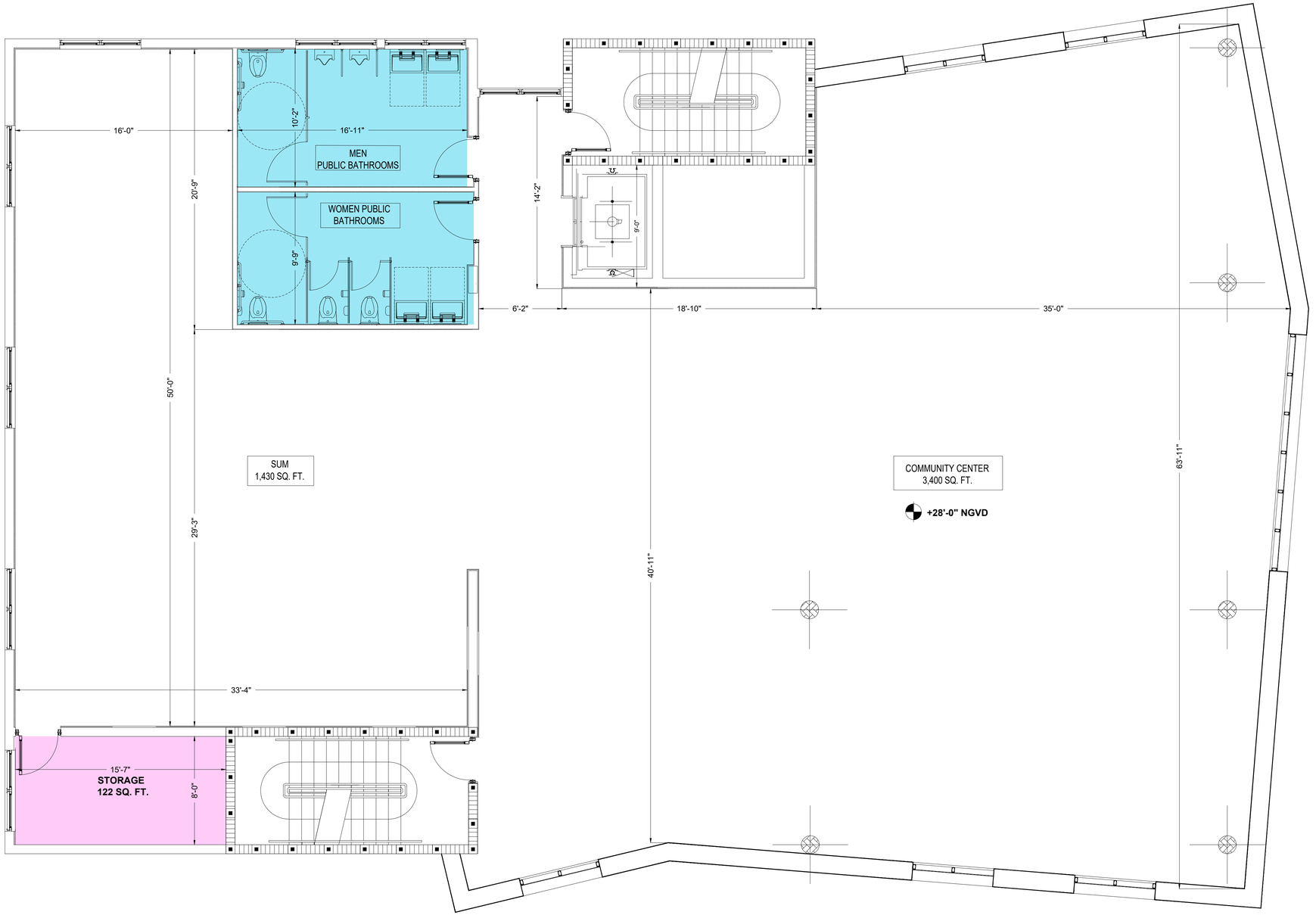
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:
JAIME PLANA
SEAL

plot date: 04-01-2024

SHEET TITLE
GROUND FLOOR PLAN
A-1.1



SECOND FLOOR
SCALE 1/4" - 1'-0"

NORTH

OFFICE AREA
GENERAL AREA
SANITARY AREA
SERVICE AREA

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Client Name
AFA / NORTH BAY VILLAGE

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B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

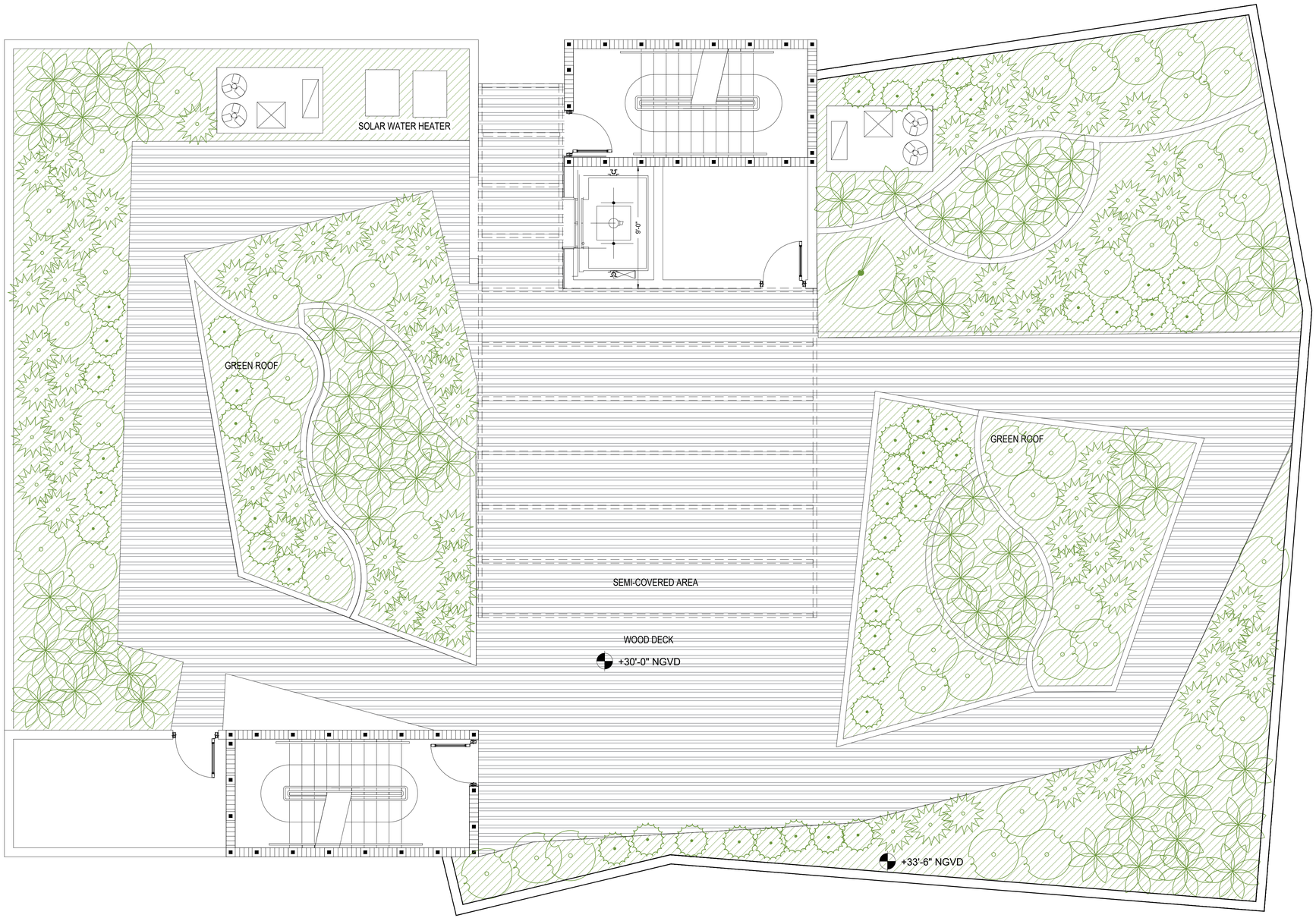
JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

SECOND
FLOOR PLAN

A-1.2



TERRACE PLAN
SCALE 1/4" - 1'-0"

NORTH

OFFICE AREA
GENERAL AREA
SANITARY AREA
SERVICE AREA
GREEN AREA

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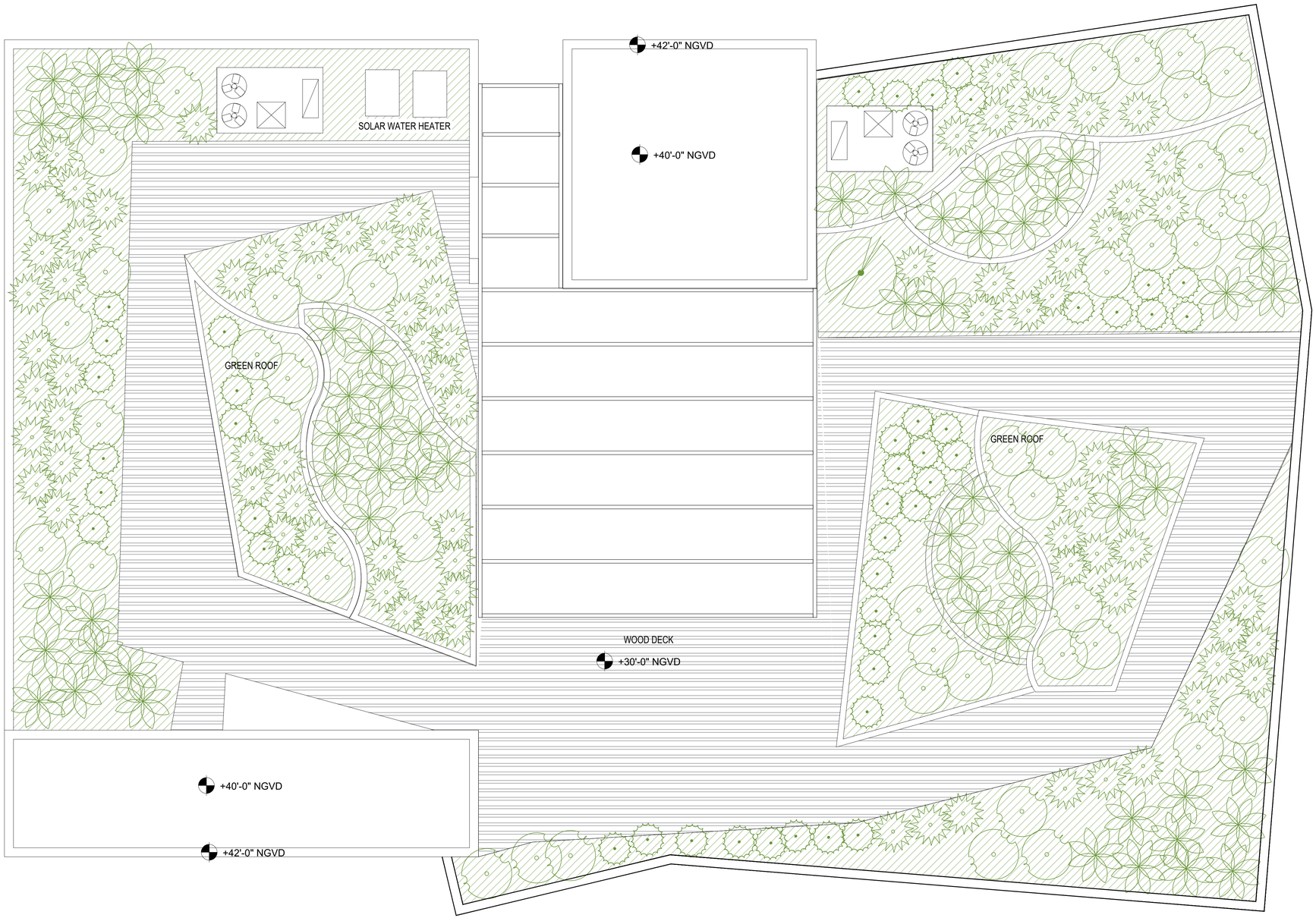
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:
JAIME PLANA
SEAL

plot date:
04-17-2024

SHEET TITLE
TERRACE PLAN
A-1.3



ROOF FLOOR PLAN
SCALE 1/4" - 1'-0"

NORTH

	OFFICE AREA
	GENERAL AREA
	SANITARY AREA
	SERVICE AREA
	GREEN AREA

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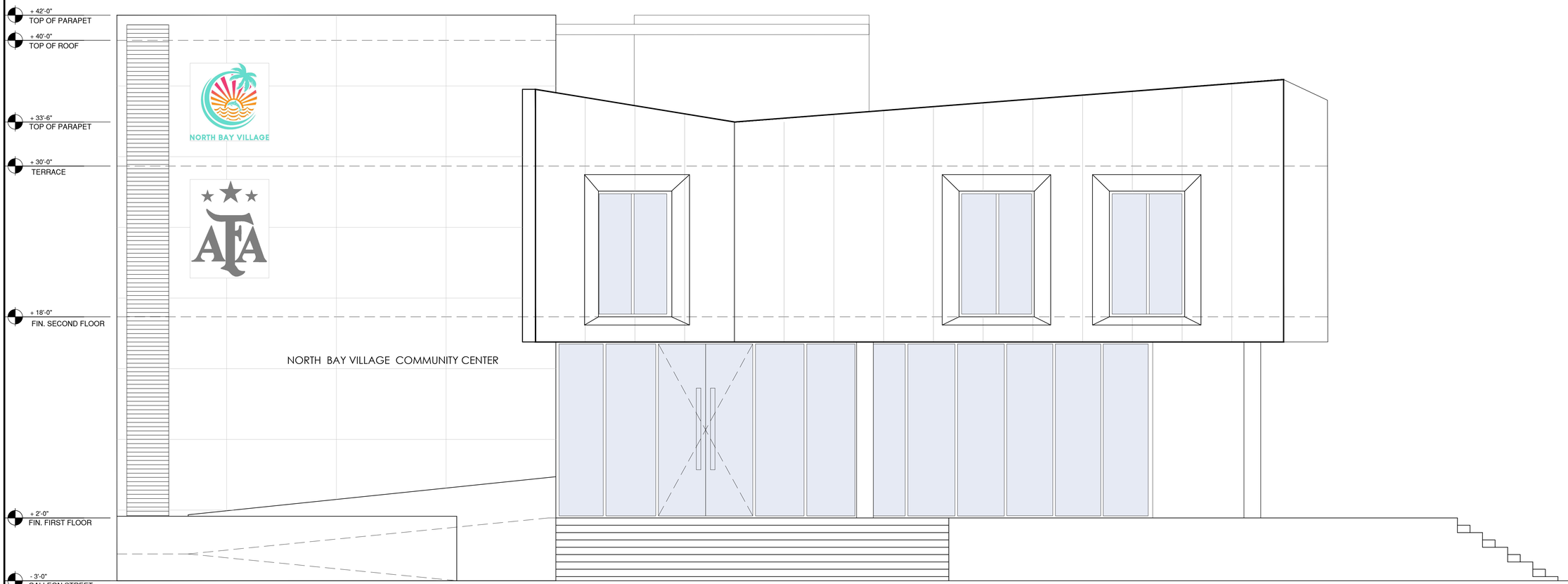
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:
JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE
ROOF
FLOOR PLAN
A-1.4



SOUTH ELEVATION
SCALE 1/4" - 1'-0"

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Project Name and Address:
PROPOSED SITE PLAN FOR
MIX-USE COMPLEX
8381 NW 22 AVENUE
MIAMI, FLORIDA

Client Name
HOUSING PROGRAMS, INC

FOLIOS # 30-3110-035-1060 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

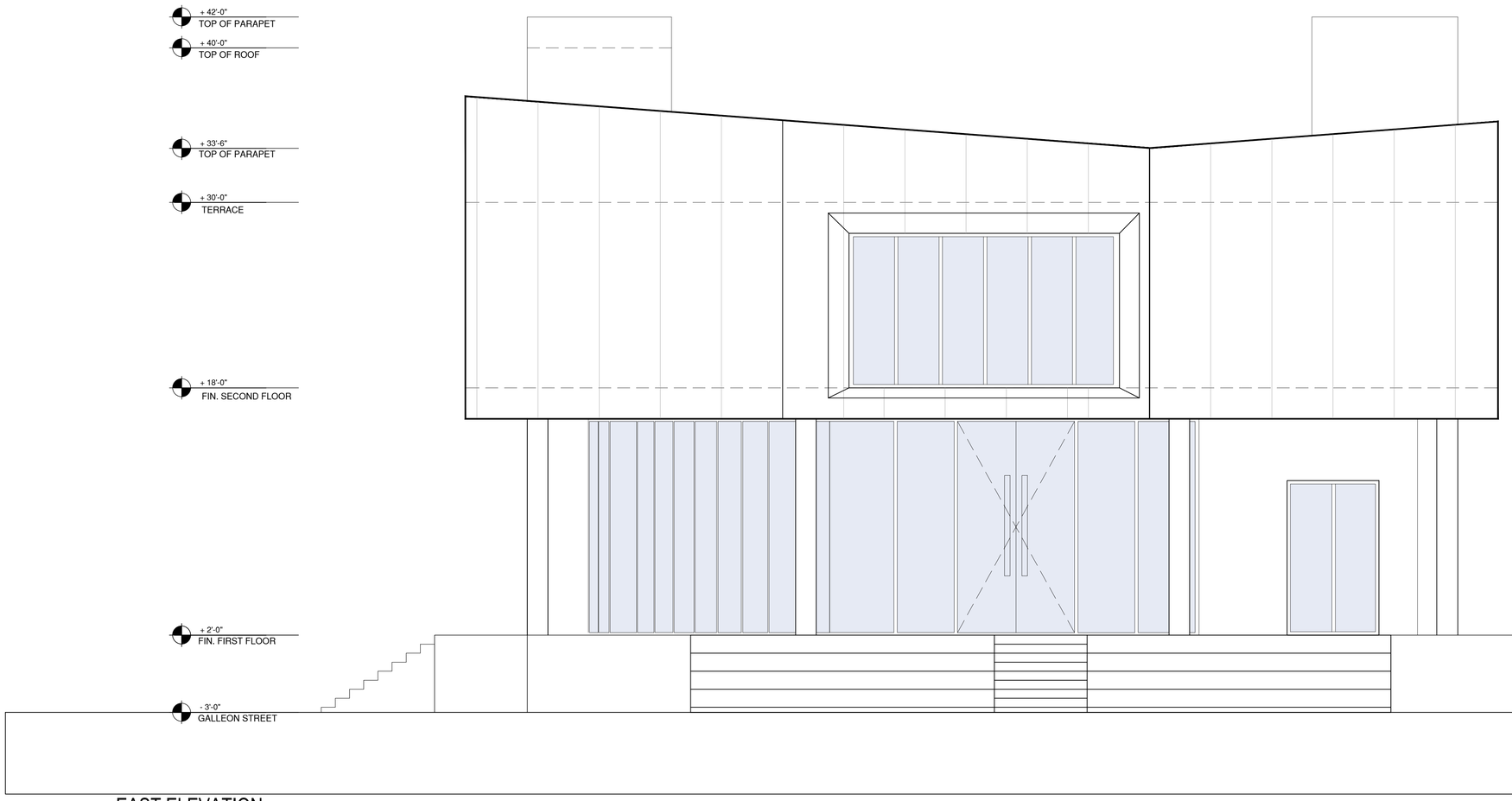
JAIME PLANA
SEAL

plot date:
04-01-2024

SHEET TITLE

ELEVATIONS

A-2.0



EAST ELEVATION
SCALE 1/4" - 1'-0"

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MIX-USE COMPLEX
8381 NW 22 AVENUE
MIAMI, FLORIDA

Client Name
HOUSING PROGRAMS, INC

FOLIOS # 30-3110-035-1060 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

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C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:

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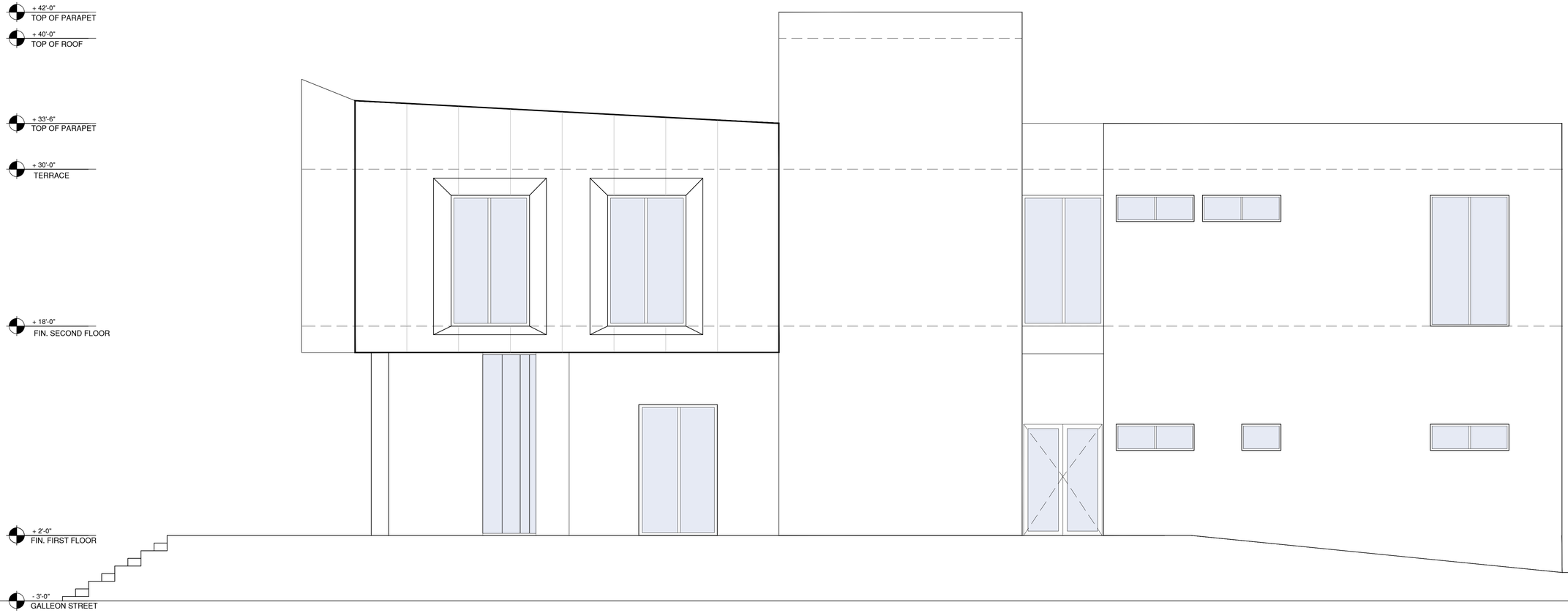
SEAL

plot date:
04-01-2024

SHEET TITLE

ELEVATIONS

A-2.1



NORTH ELEVATION
SCALE 1/4" - 1'-0"

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MIAMI, FLORIDA

Client Name
HOUSING PROGRAMS, INC

FOLIOS # 30-3110-035-1060 / 30-3110-035-1070

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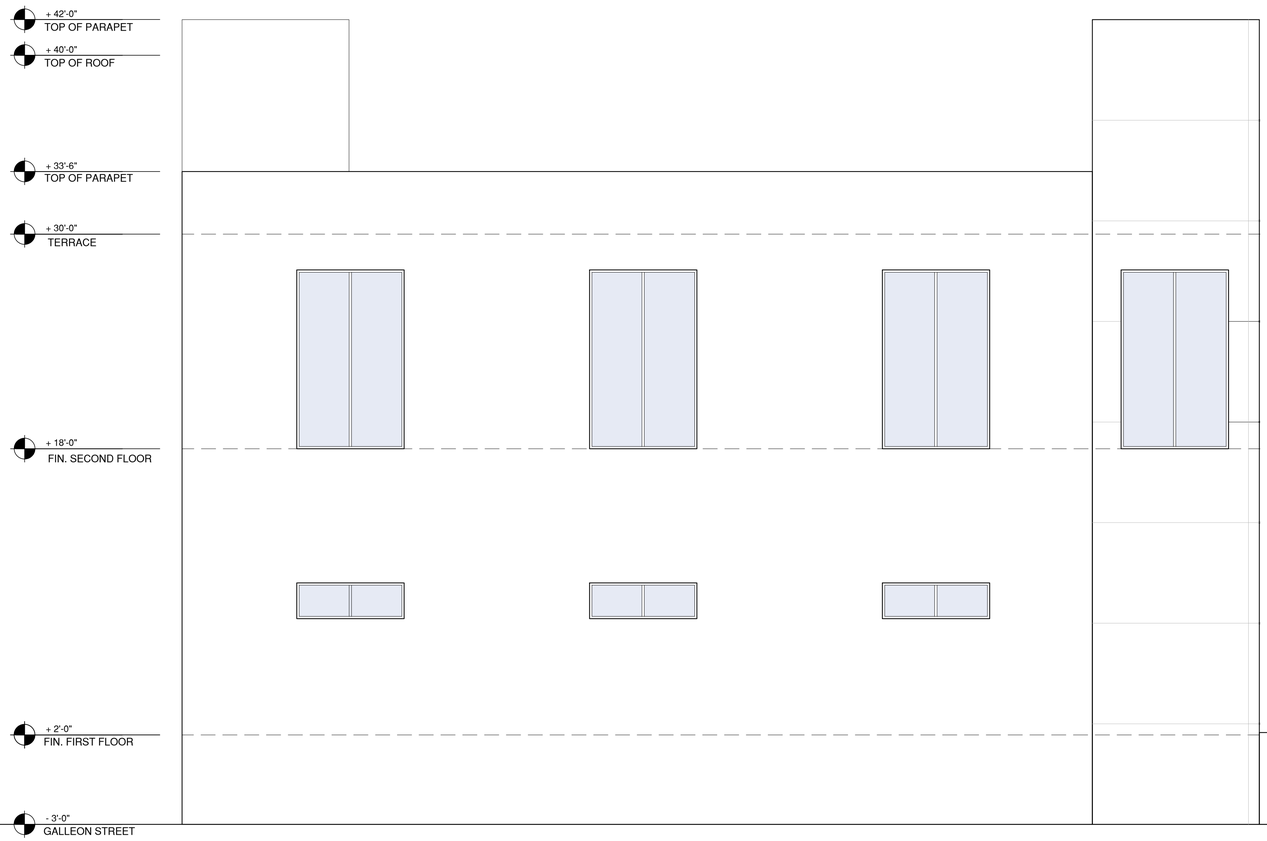
SHEET TITLE

ELEVATIONS

A-2.2



WEST ELEVATION
SCALE 1/4" - 1'-0"

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY AND RELATED COSTS INCLUDING FEES FOR ANY FIELD CHANGES OR DEVIATIONS FROM CONSTRUCTION DOCUMENTS WITHOUT WRITTEN AUTHORIZATION FROM THE ARCHITECT OR ENGINEER OF RECORD.

PLANA INTERNATIONAL
JAIME PLANA
ARCHITECT
FLORIDA LICENSE AR 9769
1053 SW 12th STREET
BOCA RATON, FLORIDA 33486
PHONE: (561) 447-9344 e.FAX (561) 447-4162
E MAIL: archiplan@aol.com

CKM
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085 e.FAX (866) 610-4414
E MAIL: construkomusa@hotmail.com

Project Name and Address:
PROPOSED SITE PLAN FOR
MIX-USE COMPLEX
8381 NW 22 AVENUE
MIAMI, FLORIDA

Client Name
HOUSING PROGRAMS, INC

FOLIOS # 30-3110-035-1060 / 30-3110-035-1070

PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:
JAIME PLANA
SEAL

plot date: 04-01-2024

SHEET TITLE
ELEVATIONS
A-2.3



ENHANCED HURRICANE RESISTANT STRUCTURE



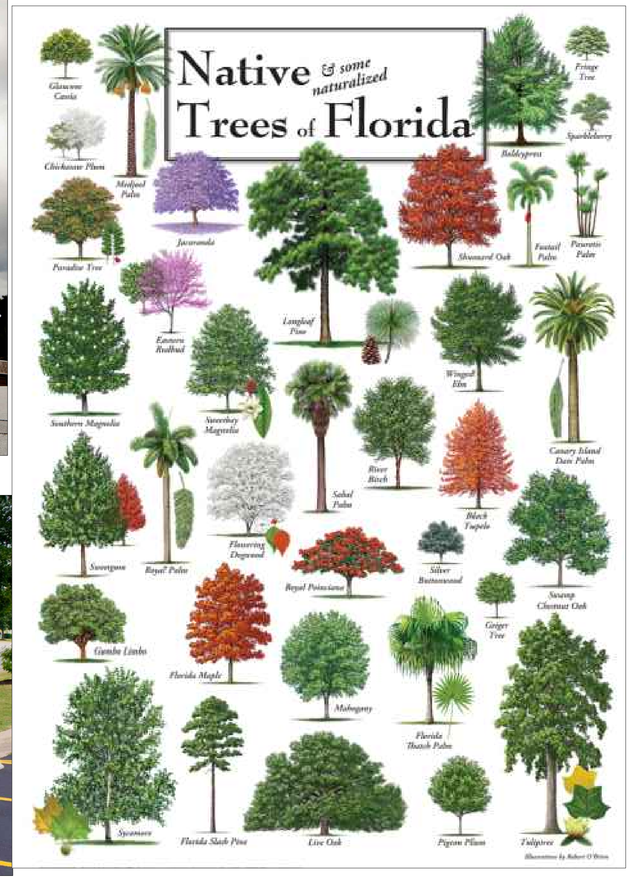
GREEN ROOF,50%



SOLAR WATER HEATER



ELECTRIC VEHICLE CHARGING STATION(S)



100% NATIVE PLANTS IN LANDSCAPING

DIVISION 5. GREEN BUILDING PROGRAM

GREEN DESIGN OPTION	POINTS	POINTS
ELECTRIC VEHICLE CHARGING STATION	2+	4
GREEN ROOF,50%	6	6
SOLAR WATER HEATER	2	2
ENHANCED HURRICANE RESISTANT STRUCTURE	4	4
ENERGY STAR RATING FOR ALL APPLIANCES/EQUIPMENT	4	4
100% NATIVE PLANTS IN LANDSCAPING	2	2
TOTAL POINTS		22

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR PRIOR TO INSTALLATION/BID

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8381 NW 22 AVENUE
MIAMI, FLORIDA
Client Name
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FOLIOS # 30-3110-035-1060 / 30-3110-035-1070

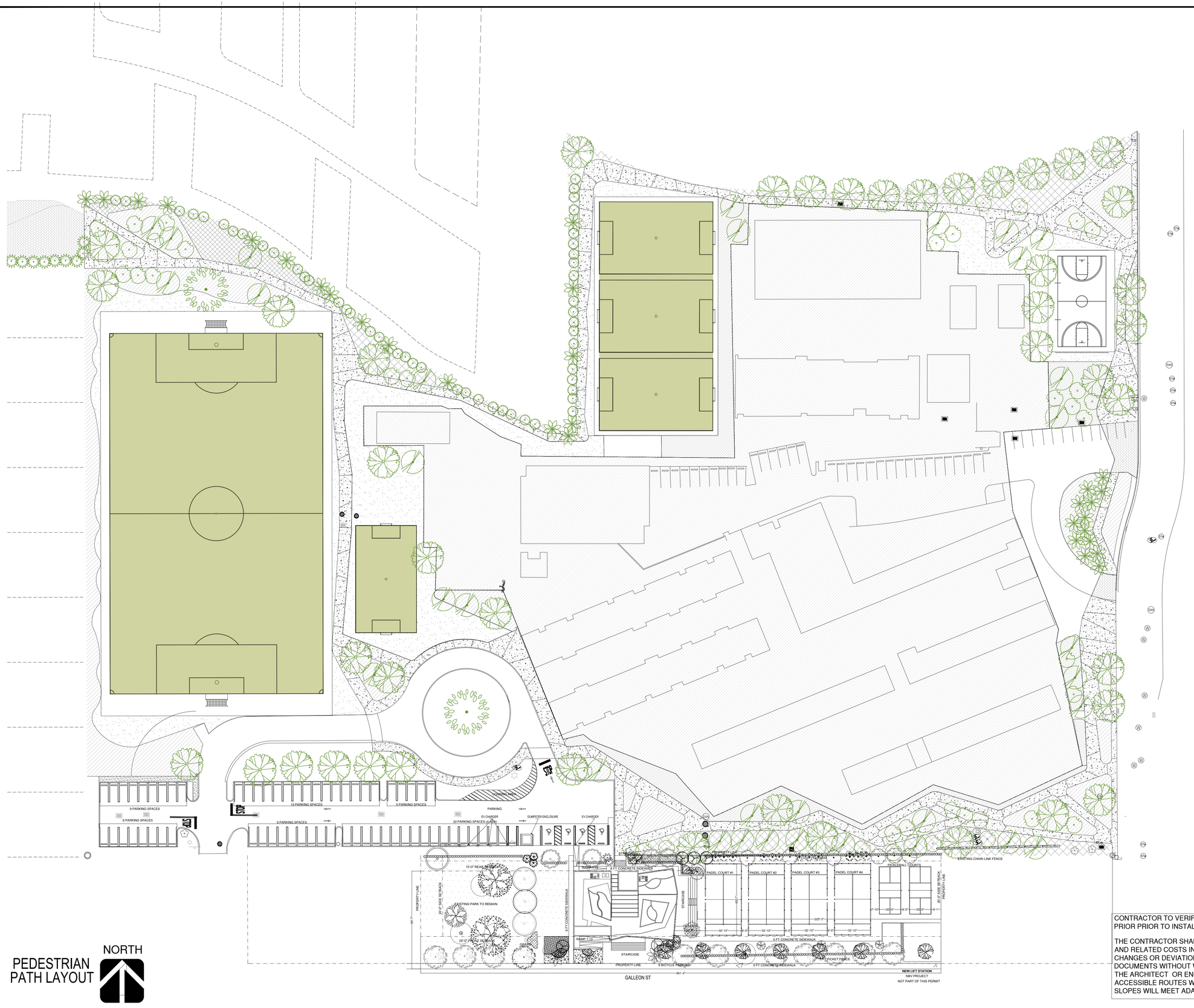
PROJECT No.
DRAWN BY:
FOLIO #:
CAD FILE: 03-29-2022

MARK	DATE	DESCRIPTION
A.B.		AS-BUILT
R.A.P.		REVISION AFTER PERMIT
B.D.C.		BUILDING DEPT. COMMENTS
C.C.		COORDINATION CHANGES
P.S.		PERMIT SET
D.D.		DESIGN DEVELOPMENT
P.H.		PUBLIC HEARING

Architect:
JAIME PLANA
SEAL

plot date: 04-01-2024

SHEET TITLE
GREEN BUILDING PROGRAM
A-4.0


PROPOSED 3 STORY MIX-USE BUILDING
PROPOSED 3 STORY MIX-USE BUILDING
PROPOSED 3 STORY MIX-USE BUILDING



LEGEND

- EXISTING TREE /PALM TO REMAIN
- EXISTING TREE/ PALM TO BE REMOVED
- EXISTING TREE / PALM TO BE RELOCATED

LEGEND

- TREE BARRICADE

SCALE: 1" = 20'

KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

It's fast, It's free, It's the law.

Call 811 two business days before digging

TREE DISPOSITION LIST

KEY	COMMON NAME	BOTANTICAL NAME	DIAMETER (INCHES)	HEIGHT (FT)	SPREAD (FT)	CANOPY (S.F.)	CONDITION (%)	DISPOSITION	NATIVE
1	Live Oak	Quercus virginiana	14	30	30	706.5	55%	REMAIN	X
2	Live Oak	Quercus virginiana	14	30	30	706.5	55%	REMAIN	X
3	Live Oak	Quercus virginiana	14	28	20	314.0	55%	REMAIN	X
4	Live Oak	Quercus virginiana	12	20	0	0.0	DEAD	REMOVE	X
5	Black Olive	Bucida buseras	24	30	25	490.6	55%	REMOVE	
6	Black Olive	Bucida buseras	24	30	25	490.6	55%	REMOVE	
7	Black Olive	Bucida buseras	16	30	30	706.5	40%	REMOVE	
8	Black Olive	Bucida buseras	16	30	25	490.6	50%	REMOVE	
9	Black Olive	Bucida buseras	13	30	20	314.0	45%	REMOVE	
10	Black Olive	Bucida buseras	8	15	18	254.3	50%	REMOVE	
11	Schefflera	Schefflera actinophylla	8	15	18	254.3	35%	REMOVE	
12	*Cococnut Palm*	Cocos nucifera	9	30	14	153.9	50%	REMOVE	
13	*Cococnut Palm*	Cocos nucifera	9	30	14	153.9	45%	REMOVE	
14	*Cococnut Palm*	Cocos nucifera	10	20	12	113.0	50%	REMOVE	
15	*Cococnut Palm*	Cocos nucifera	10	15	12	113.0	50%	REMOVE	
16	*Cococnut Palm*	Cocos nucifera	15	7	8	50.2	40%	REMOVE	
17	Alexander Palm	Ptichosperma elegans	3	20	4	12.6	40%	REMOVE	
18	Black Olive	Bucida buseras	24	30	30	706.5	50%	REMOVE	
19	Alexander Palm	Ptichosperma elegans	6 Double	20	6	28.3	45%	REMOVE	
20	Alexander Palm	Ptichosperma elegans	6 Double	20	6	28.3	45%	REMOVE	
21	Black Olive	Bucida buseras	22	30	30	706.5	55%	REMOVE	
22	*Cococnut Palm*	Cocos nucifera	9	15	14	153.9	50%	REMOVE	
23	*Cococnut Palm*	Cocos nucifera	9	20	14	153.9	50%	REMOVE	
24	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
25	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
26	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
27	Alexander Palm	Ptichosperma elegans	3	25	5	19.6	50%	REMOVE	
28	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
29	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
30	Sabal Palm	Sabal Palmetto	9	25	8	50.2	55%	RELOCATE	X
31	Schefflera	Schefflera actinophylla	11	25	10	78.5	50%	REMOVE	

Total trees removed = 21 Trees and Palms (1 Dead), Total canopy area removed = 5,453 square feet
See chart below with tree replacements proposed:

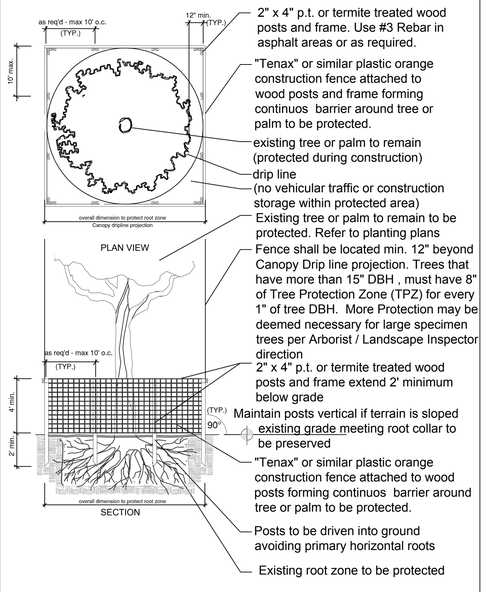
Category of Replacem	Quantity Provided	Credit Subtotal
Shade Tree 1	6	3,000
Shade Tree 2		-
Palm Tree 1	0	-
Palm Tree 2	0	-
Small Tree	13	2,600
		5,600

SEE LANDSCAPE PLAN AND SCHEDULE FOR MITIGATION SPECIES AND SPECS

1) ROOT PREPARATION

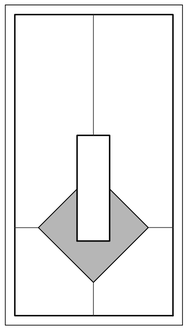
A. Trees to be root pruned with clean, sharp equipment.
1. Maintain root pruned materials by watering, weeding, mowing, spraying, fertilizing, and other horticulture practices.
2. After root pruning, backfill with good rooting medium, fertilize with organic fertilizer to promote root growth.
3. Mulch to reduce weeds, discourage foot traffic, conserve moisture, and minimize temperature fluctuation.

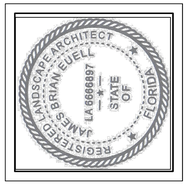
B. Root Ball Size Chart: Root ball sizes shall be according to minimum standards set forth in Grades and Standards for Nursery Plants Part II, Palms and Trees, Florida Department of Agriculture.
1. Trees-Minimum Ball Sizes: DBH Minimum Ball Diameter
3-1/2" to 4" 28"
4" to 4-1/2" 30"
4-1/2" to 5" 32"
5" to 5-1/2" 34"
Larger sizes increase proportionally.



TEMPORARY FENCE TO REMAIN DURING CONSTRUCTION AND TO BE REMOVED AFTER CONSTRUCTION AND CLEAN UP COMPLETION

TREE PROTECTION ZONE (TPZ) Not To Scale
FOR EXISTING TREES TO REMAIN ADJACENT TO CONSTRUCTION



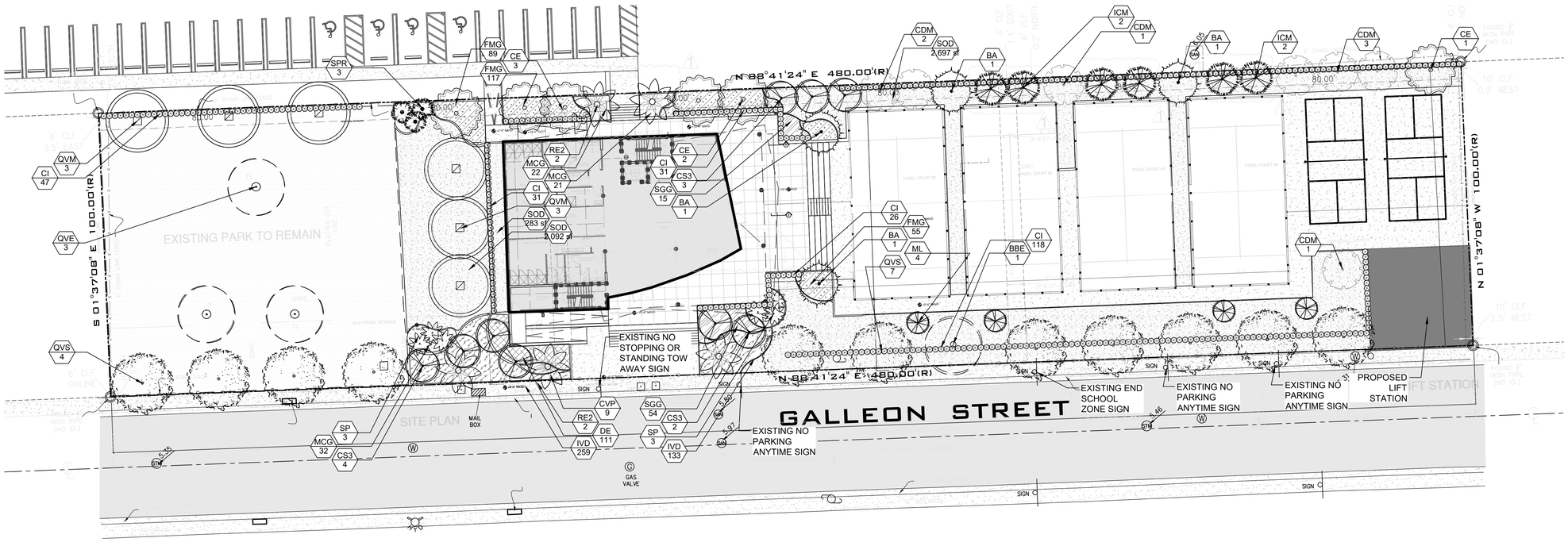


PROJECT NAME & LOCATION:
AFA SOCCER AND SPORT COMPLEX
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

DISTRIBUTION:	DATE:
DRC COMMENTS	10-12-23

DRAWING NAME:
TREE DISPOSITION PLAN

DRAWING NUMBER:
L-200



PLANT SCHEDULE

CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	DBH	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
TREES										
CE	6	Conocarpus erectus / Buttonwood	FG/B&B	3"Cal	12` HT. X 5` SPR.	Yes	High			
CS3	9	Conocarpus erectus sericeus / Silver Button Wood	FG/B&B	2" Cal.	12` Ht. x 5` Spr., Std.	Yes	High			
EXISTING TREES										
BBE	1	Bucida buceras / Black OliveTree	EXISTING			No	High			
QVE	3	Quercus virginiana / Southern Live Oak	EXISTING			Yes	High			
FLOWERING TREES										
BA	4	Bulnesia arborea / Verawood	FG/B&B	2"Cal	12` HT x 6` SPR	No	High			
ML	4	Magnolia grandiflora `Little Gem` / Dwarf Southern Magnolia	FG/B&B		10` HT x 5` SPR., STD	Yes	High			
MITIGATION TREES										
CDM	7	Coccoloba diversifolia / Pigeon Plum	FG/B&B	2"Cal	12` HT. X 5` SPR.	Yes	High			
ICM	6	Ilex cassine / Dahoon Holly	FG/B&B	2" Cal.	12` HT. X 5` SPR.	Yes	High			
QVM	6	Quercus virginiana / Southern Live Oak	FG/B&B	4"Cal	14` HT x 6` SPR	Yes	High			
PALM TREES										
SP	6	Sabal palmetto / Cabbage Palmetto	FG/B&B		14`-20` OA, Vary Heights	Yes	High			
RELOCATED PALMS										
SPR	3	Sabal palmetto / Cabbage Palmetto	Relocated			Yes	High			
STREET TREES										
QVS	11	Quercus virginiana / Southern Live Oak	FG/B&B	2.5" DBH	12` HT. X 5` SPR.	Yes	High			
RE2	5	Roystonea elata / Florida Royal Palm	---		10` G.W. MATCH HEIGHTS	Yes	High			
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NATIVE	DROUGHT TOLERANCE		DETAIL	REMARKS
SHRUBS										
CI	380	Chrysobalanus icaco / Coco Plum	-		30" HT. X 24" SPD	Yes	HIGH			
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NAITVE	DROUGHT TOLERANCE	SPACING	DETAIL	REMARKS
SHRUB AREAS										
CVP	9	Codiaeum variegatum `Petra` / Bravo Croton	-		24"HT x 24"SPR	No	High	24" o.c.		
DE	111	Duranta erecta `Gold Mound` / Gold Mound Duranta	-		24"HT x 24"SPR	Yes	High	18" o.c.		
FMG	411	Ficus microcarpa `Green Island` / Green Island Ficus	-		24"HT x 24"SPR	No	High	18" o.c.		
SGG	69	Schefflera arboricola `Gold Capella` / Gold Capella Arboricola	-		24"HT x 24"SPR	No	High	24" o.c.		
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	SIZE	NATIVE	DROUGHT TOLERANCE	SPACING	DETAIL	REMARKS
GROUND COVERS										
IVD	392	Ilex vomitoria `Stokes dwarf` / Dwarf Yaupon Holly	-		16" HT x 16" SPR @	Yes	High	18" o.c.		
SOD/SEED										
SOD	9,579 sf	Stenotaphrum secundatum `Floritam` / `Floritam` St. Augustine Sod	Sod							
TALL GROUND COVERS										
MCG	134	Muhlenbergia capillaris / Pink Muhly Grass	-	Yes	24" HT. x 24" SPR.	Yes	Medium	24" o.c.		

LANDSCAPE LEGEND

Zoning District: RM-40 - MULTIFAMILY — Total Lot Area: 48,000 s.f. 1.10 Acres

OPEN SPACE	REQUIRED	PROVIDED
A. Square feet of required open space required by Chapter 33, as indicated on site plan: Lot Area = 48,000 s.f. x 10 % = 4,800 s.f.	4,800 S.F.	21,000 S.F.
B. Square feet of parking lot open space required by Chapter 18A, as indicated on site plan: Number of parking spaces = x 10 s.f. per parking space = -	N/A	N/A
C. Total square feet of landscaped open space required by Chapter 33: A + B =	4,800 S.F. MIN.	21,000 S.F.

LAWN AREA CALCULATION	REQUIRED	PROVIDED
A. Square feet of landscaped open space, as required by Chapter 33: Lot Area =48,000 s.f. x 10 % = 4,800 s.f.	4,800 S.F. MIN.	21,000 S.F.
B. Maximum lawn area (sod) permitted = 60% Provided Open space =21,000 x 60% = 12,600 s.f.	12,600 SF MAX.	7,242 S.F.

TREES		
A. Number of trees required per net lot acre, including existing number of trees meeting minimum requirements 28 trees x 1.10 acres =	28 31	 50
B. % palms allowed: Number of trees provided x 30% =	19 PALMS	14
C. % natives required: Number of trees provided x 30% =	19	60
D. % Drought tolerant and low maintenance: Number of trees provided x 50% =	33	65
E. Street Trees (maximum average spacing of 35' o.c.): Linear Feet along streets =480 / 35 = 15	15	15
% Palms permitted to count towards street trees on 1:1 basis x 30%	4.5 (12 PALMS)	3
F. Street Trees located directly beneath power lines:	0	0
G. Total Trees Required (A+E+F)	46	60

SHRUBS		
A. Number of shrubs required: Number of trees required x 10 =	460	980
B. % Native shrubs required: Number of shrubs provided by 30% =	294	491
C. % Drought tolerant and low maintenance shrubs required: Number of shrubs provided = 980 x 50%	490	980

NOTE: 19 Additional trees are provided above and beyond the required trees for mitigation.

20 0 5 10 20
SCALE: 1" = 20'

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Call 811 two business days before digging

REGISTERED LANDSCAPE ARCHITECT BRIAN E. FUELL LA 6666897 STATE OF FLORIDA JAMES S.

PROJECT NAME & LOCATION:
AFA SOCCER AND SPORT COMPLEX
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

DISTRIBUTION:	DATE:
1 DRC COMMENTS	10-12-23

DRAWING NAME:
LANDSCAPE PLAN AND SCHEDULE

DRAWING NUMBER:
L-210

GENERAL PLANTING REQUIREMENTS

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per CSI specifications.

All plant material (except SOD) as included herein shall be warranted by the landscape contractor for a minimum period of 12 months,

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic Soil must be free of all rocks, sticks, and objectionable material including weeds and weed seeds as per CSI specifications.

Twelve inches (12") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 1 cubic yard per 50 bedding or groundcover plants.

All landscape areas shall be covered with Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled. A four-inch clear space must be left for air between plant bases and the mulch. Cypress bark mulch shall not be used.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

An irrigation plan shall be submitted for review and permitting at the time of building permit.

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 100% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a rain sensor.

It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

New landscape will need 3-4 applications of granular fertilizer per year and to take advantage of the growing season. Reduce the use of phosphorus as the season progresses. 50% of the nitrogen shall be derived from an organic source as per CSI specifications

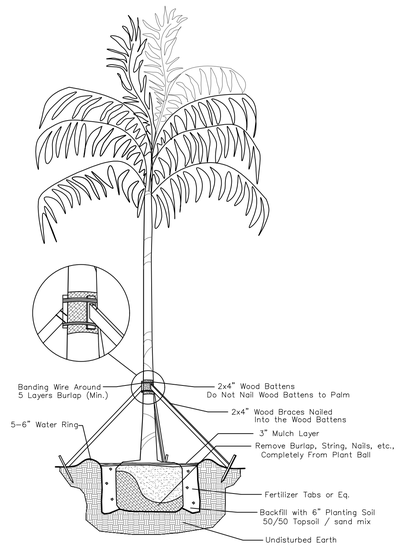
Please also note that the property is to be irrigated one day prior to fertilizer application and after fertilizing to prevent fertilizer root burn.

The plan takes precedence over the plant list.

SPECIAL INSTRUCTIONS

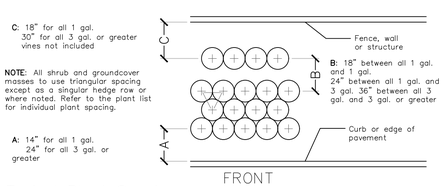
General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sod areas as indicated on the planting plan shall receive Stenotaphrum secundatum, St. Augustine 'Palmetto' solid sod. It shall be the responsibility of the landscape contractor to include in the bid, the repair of any sod which may be damaged from the landscape installation operations.



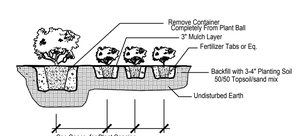
Palm Planting Detail

NTS



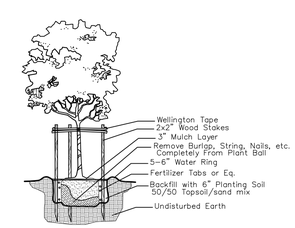
Typical Plant Spacing

NTS



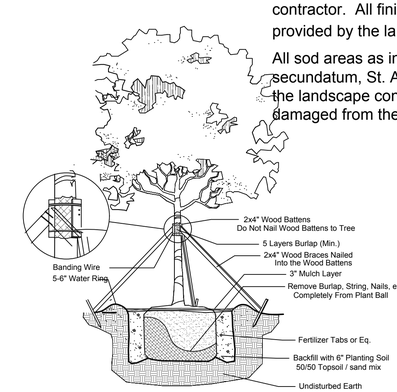
Shrub & Ground Cover Planting Detail

NTS



Small Tree Planting Detail

NTS



Large Tree Planting Detail

NTS

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REGISTERED LANDSCAPE ARCHITECT JAMES BRIAN FUELL LA 6666897 STATE OF FLORIDA

PROJECT NAME & LOCATION:

AFA SOCCER AND SPORT COMPLEX

1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

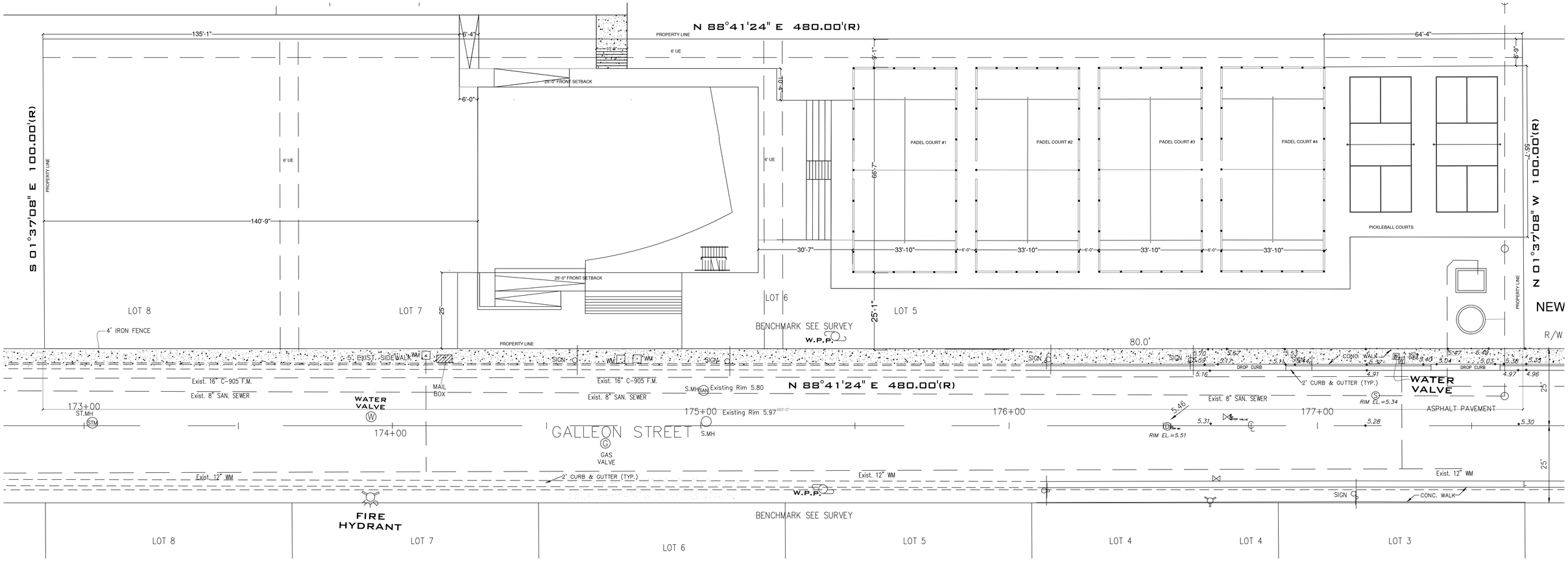
DISTRIBUTION:	DATE:
1 DRC COMMENTS	10-12-23

DRAWING NAME:

LANDSCAPE DETAILS AND NOTES

DRAWING NUMBER:

L-211



SCALE 1' = 1 / 16"

Dennis F Cress, PE
SEAL

ENLARGED SITE PLAN	DRAWN: G.B. / DFC CHECKED: J.P. DATE: 6/20/2021 SCALE: 1' = 1 / 16" JOB. NO.: S300	PROJECT TITLE: SOCCER & SPORT COMPLEX @ NORTH BAY VILLAGE FLORIDA	Site Geometry	Revision 1 Tier 1 Comments from City 10/11/2023 Revision 2 Building 04/14/2024	Dennis F Cress PE 125 Morning Glory Drive LAKE MARY, FLORIDA 32746 PHONE: (954) 632-4159 E MAIL: dennischressce@gmail.com	PLANA INTERNATIONAL 1053 SW 12th STREET BOCA RATON, FLORIDA 33486 PHONE: (561) 447-9344 e.FAX (561) 447-4162 E MAIL: archiplan@aol.com	CONSTRUKOMUSA 346 CONSERVATION DRIVE WESTON, FLORIDA 33327 PHONE: (954) 999-6085 E MAIL: construkomusa@hotmail.com	C-1.0

FEMA Map Number 12086C 0307L
Zone AE (9.00) Sept. 11, 2009

N 88°41'24" E 480.00'(R)

S 01°37'08" E 100.00'(R)

N 01°37'08" W 100.00'(R)

Existing Storm Drain

Proposed 6' Concrete Sidewalk

Match Sidewalk and pavement elevations

top of slope 7.00

Pond Bottom Elev. 5.78

Pond Bottom Elev. 5.60

12:1 max. slope

Ramp

Entrance to the Building 11.00

Proposed Finish Floor Elevation = 11.00

32' - 15" storm Pipe

13' - 15" storm Pipe

inv. 5.60

LOT 8

LOT 7

LOT 6

LOT 5

LOT 4

LOT 3

BENCHMARK SEE SURVEY

W.P.P.

Match Sidewalk

match elevation at back of sidewalk

Proposed Concrete Sidewalk

12" top

toe of slope

top of slope

4' IRON FENCE

EXIST. SIDEWALK

Exist. 16" C-905 F.M.

Exist. 8" SAN. SEWER

Exist. 12" WM

MAIL BOX

WATER VALVE

FIRE HYDRANT

GAS VALVE

S.MH

Existing Rim 5.80

Existing Rim 5.97

173+00

174+00

175+00

176+00

177+00

GALLEON STREET

2' CURB & GUTTER (TYP.)

SIGN

CONC. WALK

DROP CURB

ASPHALT PAVEMENT

RIM EL.=5.34

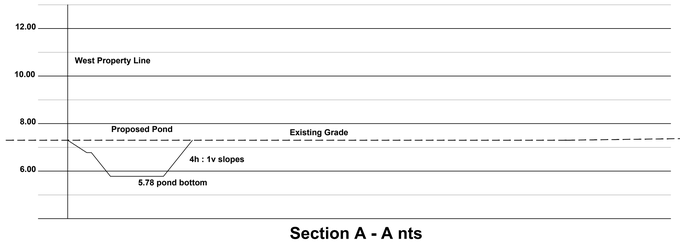
RIM EL.=5.51

64'-4"

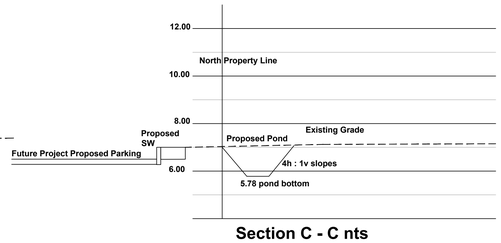
80.0'

25'

R/W



Section A - A nts



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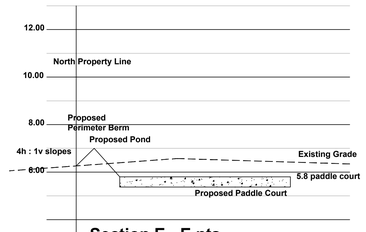
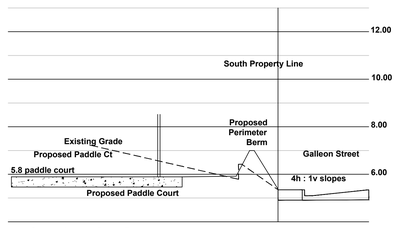


Section E - E nts



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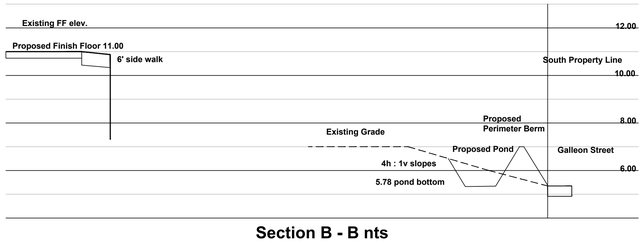
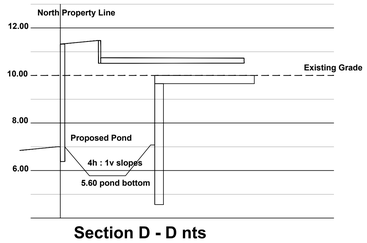
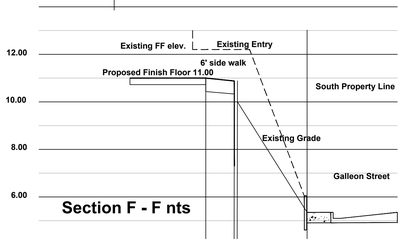


Section B - B nts



Section D - D nts



Section F - F nts

Tr (yrs)	Existing Stage FT	Proposed Stage FT
5yr 1 hr	6.15	5.90
5yr 24 hr	7.84	6.30
10yr 24 hr	8.00	6.40
25yr 3d	8.78	6.74
100yr 3d	9.30	6.94

SCALE 1' = 1 / 16"

DENNIS CRESS CERTIFICATE No.40939 STATE OF FLORIDA PROFESSIONAL ENGINEER

Dennis F Cress, PE
SEAL

ENLARGED SITE PLAN

DRAWN:	G.B. / DFC
CHECKED:	J.P.
DATE:	6/20/2021
SCALE:	1' = 1 / 16"
JOB. NO.:	S300

PROJECT TITLE:
SOCCER & SPORT COMPLEX
@ NORTH BAY VILLAGE FLORIDA

PAVING, GRADING AND DRAINAGE

Revision 1 Tier 1 Comments from City 10/11/2023

Revision 2 Building 04/14/2024

Dennis F Cress PE
125 Morning Glory Drive
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E MAIL: dennischess@gmail.com

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1053 SW 12th STREET
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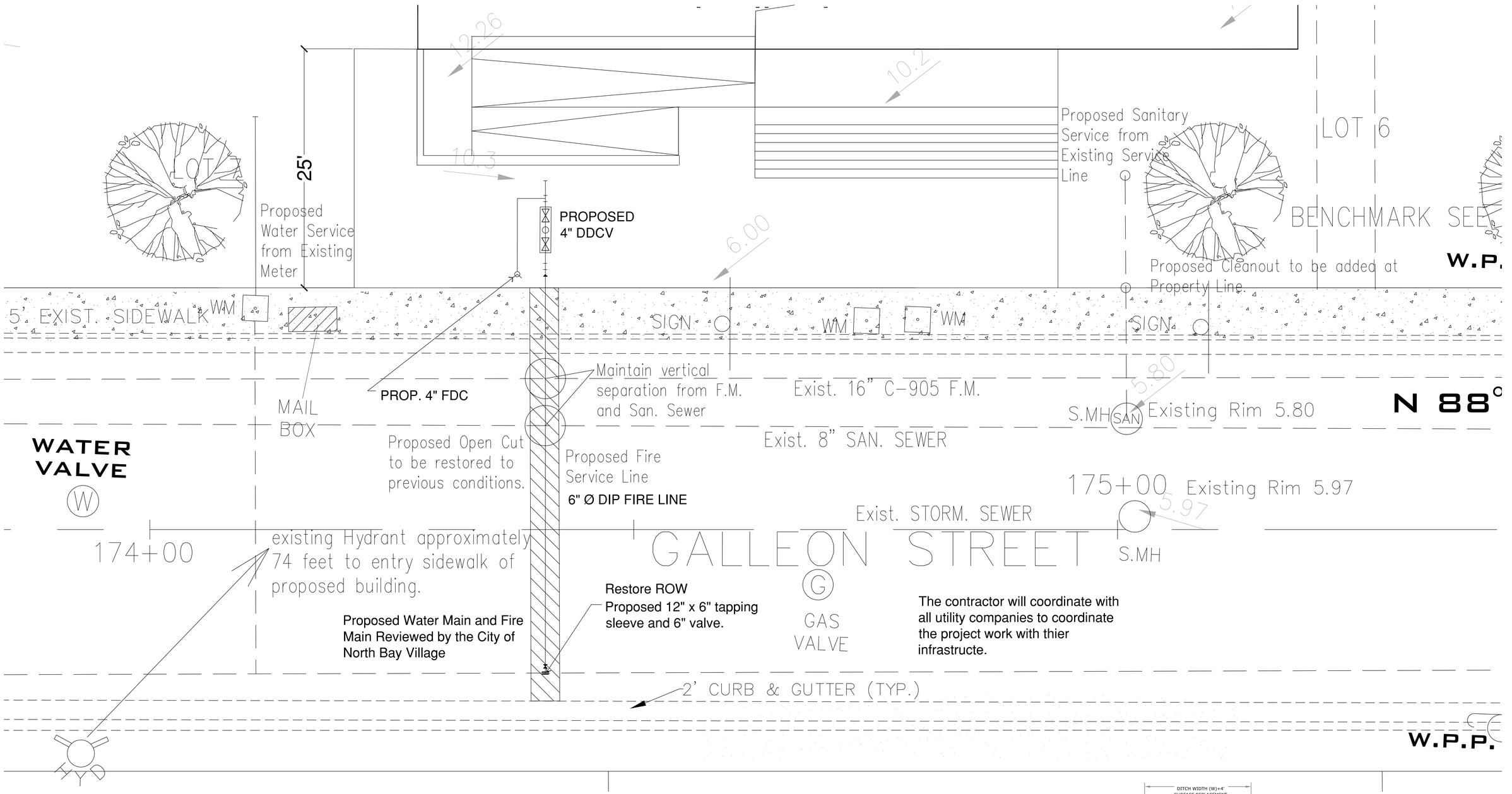
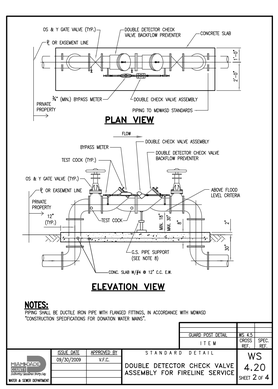
PHONE: (561) 447-9344 e.FAX (561) 447-4162
E MAIL: archiplan@aol.com

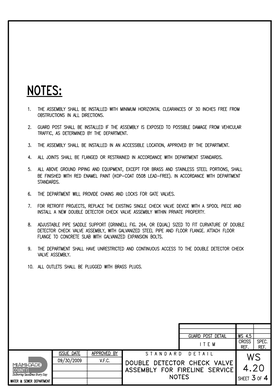
CONSTRUKOMUSA
346 CONSERVATION DRIVE
WESTON, FLORIDA 33327
PHONE: (954) 999-6085
E MAIL: construkomusa@hotmail.com

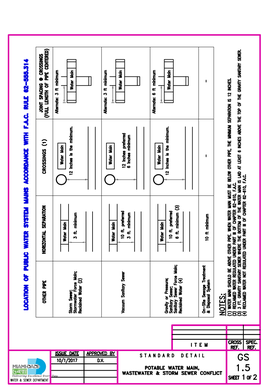
C-2.0

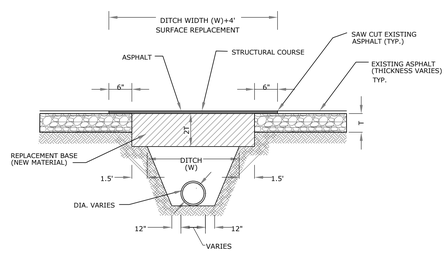


SCALE 1' = 1 / 4"









1. BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL.
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM LAYERS (LOOSE MEASUREMENT) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAW CUT.
4. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE SURROUNDING SURFACE MATERIAL.
5. BASE MATERIAL SHALL HAVE A MINIMUM CARBONATE OF 70% (60% FOR LOCAL STREETS).
6. SUB GRADE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM LBR OF 40.
7. IF THE DITCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" THICK ASPHALT CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING, UNTIL REPLACED WITH A PERMANENT PATCH.
8. FOR STATE ROADS REFER TO FDOT SPECIFICATIONS AND REQUIREMENTS.

DENNIS CRESS CERTIFICATE No.40939 STATE OF FLORIDA PROFESSIONAL ENGINEER

Dennis F Cress, PE
SEAL

ENLARGED SITE PLAN	
DRAWN:	G.B. / DFC
CHECKED:	J.P.
DATE:	6/20/2021
SCALE:	1' = 1 / 16"
JOB. NO.:	S300

PROJECT TITLE:
SOCCER & SPORT COMPLEX
@ NORTH BAY VILLAGE FLORIDA

SITE UTILITIES

Revision 1 Tier 1 Comments from City 10/11/2023

Dennis F Cress PE
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PHONE: (954) 999-6085
E MAIL: construkomusa@hotmail.com

C-3.0

EXHIBIT D
PRELIMINARY BUDGET

TIES & GALLEON		
Project Funding Uses		
ITEM DESCRIPTION	**Galleon**	**TIES**
	NBV	NBV
MDCPS Admin. Fee		$100,000
Site Prep (Demolition/Clearing/Earthwork/ Grading)	$500,000	
Racquetball Court Demolition		$30,000
Sidewalks/Paths		$1,400,000
Path Lighting		$200,000
Landscaping	$70,000	$250,872
Drainage (including Drainage under path around TIES property)/Irrigation		$600,000
Furnishings/Equipment		$150,000
Paving and Markings		$100,000
Contingency (Exterior Items Only)	$380,000	$173,197
	$950,000	**$3,604,069**

EXHIBIT E
DRAFT DESIGN DEVELOPMENT PLANS

EXHIBIT F
INSURANCE REQUIREMENTS

- 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.
- 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.
- 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.
- 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.

AMENDED AND RESTATED

DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT

(Galleon St. Property)

This AMENDED AND RESTATED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT (the "**Agreement**"), made effective as of _____ ____, 2024 (the "**Effective Date**"), by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**") and ASOCIACION DE FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("**AFA**"). The Village and AFA shall be referred to individually as a "**Party**" and/or collectively as the "**Parties.**"

RECITALS:

A. The Village owns certain land on the north side of Galleon Street between Jewel Avenue and East Treasure Drive, as further described in **Exhibit "A,"** attached hereto and made a part hereof (the "**Galleon St. Lot**" or "**Project Site**").

B. On October 11, 2021, the Village received an unsolicited proposal from AFA to develop the Project Site. On November 9, 2021, the Village issued Request for Proposals No. 2021-013 for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities." AFA was the only party that responded to the Request for Proposals by the December 9, 2021 deadline. After additional due diligence concerning AFA's response, on February 17, 2022, the Village Commission authorized the Village Manager to negotiate with AFA to clarify and improve potential deal terms. On April 25, 2022, the Village Commission approved proposed terms to be included in this Agreement and the separate Management Agreement (as defined below). On September 15, 2022, the Village Commission adopted a Resolution approving this Agreement and the Operations and Management Agreement ("**Management Agreement**").

C. The Village and AFA have agreed that AFA will pay for and coordinate the development on the Project Site of the following improvements (the "**Project**"), which will be owned by the Village, as such Project is further described in in the specifications attached hereto as **Exhibit "B"** (the "**Description of Improvements**") and in the proposal and recommendations submitted by AFA regarding the concept, development strategy, architectural and design schedule guidelines, process and strategy for obtaining governmental approvals, construction schedule requirements, construction budget requirements, and other relevant construction and development matters related to the Project (the "**AFA Proposal**"): (i) one building with a minimum of 10,000 usable square feet (using BOMA measurement standards) of office space, bathrooms, locker rooms, community center facilities and a rooftop seating area (such building, the "**Village Facility**"); and (ii) six multi-use courts, including 4 padel courts and 2 pickleball courts.

D. The Village and AFA have entered into that certain Development and Construction Management Agreement dated September 21, 2022 (the "**Original Agreement**") and

simultaneously entered into that certain Operations and Management Agreement, whereby, upon Completion of the Project (as defined below), AFA (or a third party engaged by AFA and approved by the Village) shall manage and operate the Project on behalf of the Village in accordance with the terms contained in the Management Agreement.

E. The Parties now intend to amend and restate the Original Agreement (and separately the Management Agreement) in its entirety to modify certain provisions of the Original Agreement.

F. This Agreement is not, and shall not be deemed to be, a development agreement under Section 163.3220 of the Florida Statutes.

G. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village Commission as a condition precedent to its execution.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
DEVELOPMENT MANAGEMENT

1.1 Engagement of AFA. In connection with the development of the Project, AFA shall have the responsibilities described in this Article 1. For the avoidance of doubt, except as provided in this Agreement, AFA shall have all responsibility, and the Village shall have none, in connection with the development and management of the construction of the Project. Notwithstanding the foregoing, the Village shall be responsible for the demolition of existing improvements and environmental clean-up of the Project Site within the timeframe agreed upon by the Parties in the Development Schedule. In any event, the Village agrees to initiate the process of demolition of the existing improvements and environmental clean-up immediately upon executing this Agreement and will put forth its maximum effort to have this completed as soon as practicable.

(a) Subject to the Village's approval of such appointment, AFA shall appoint a licensed professional engineer as its project representative (the "**AFA Representative**"). All references to AFA performing tasks related to development of the Project pursuant to this Article 1 shall be interpreted as being performed by AFA, through the AFA Representative. The AFA Representative shall coordinate the General Contractor, Project Architect, Engineers, (as such terms are defined below) and other consultants and professionals, in order to value engineer the Project and complete Approved Plans and Description of Improvements as more fully provided for under Section 1.2. AFA agrees that its contract with the AFA Representative (the "**AFA Representative Contract**") shall include a provision which states that the Village is an express third-party beneficiary of all obligations of the AFA Representative under the AFA Representative Contract. Such provisions shall also provide that the AFA Representative agrees (a) that the Village may bring legal actions under the AFA Representative Contract in its name as beneficiary

without the participation of AFA strictly upon the occurrence of an AFA Default; and (b) that all warranties, express and implied, run to both AFA and the Village. AFA shall require the general contract for the Project to be bonded including a payment and performance bond for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes in compliance with Section 1.1(h) below.

(b) The Village has appointed Public Works Director Marlon Lobban, PE (including any successors or substitutions of any of the foregoing) as Village's representative for the Project (the "**Project Representative**"). The Village and Project Representative's directives in connection with the Project, including, without limitation, selection of the General Contractor and Project Architect, shall be binding upon AFA.

(c) Subject in any case to the Village's approval, AFA shall select and retain all contractors and consultants including: architectural, civil, structural, mechanical, electrical, landscape and geotechnical engineers (collectively, "**Engineers**") along with the general contractor and subcontractors, and the interior designer and other consultants and professionals for the Project, as appropriate. Notwithstanding anything to the contrary herein, AFA shall review the bids with Project Representative prior to selection of the Engineers and General Contractor and shall seek approval of the Village and Project Representative regarding the final selection of the Engineers and General Contractor. The general contractor selected for the Project is herein called the "**General Contractor**" and the architect selected for the Project is herein called the "**Project Architect**." Upon selection of the General Contractor, Project Architect, Engineers, and other consultants and professionals, AFA shall assemble and negotiate the terms and conditions of the contracts therefor in consultation and cooperation with Village. Engineers shall be licensed professional engineers as provided in Chapter 471, Florida Statutes. Project Architect shall be a registered architect as provided in Chapter 481, Florida Statutes. General Contractor shall be a licensed general contractor under the laws of the State of Florida.

(d) AFA (in consultation with the Project Representative) shall finalize the construction budget for the Project (including hard costs and soft costs, acquisition costs, and cost of furniture, fixture, equipment and interior design packages to be selected by Village to be installed in the Village Facility) (as may be adjusted from time to time, the "**Construction Budget**"), a Project logistics plan for the Project staging of construction activities, crews, materials and equipment ("**Logistics Plan**"); and a development schedule (including any critical path performance dates, the "**Development Schedule**"), which development schedule shall not exceed 36 months from final approval of the site plans by the Village, for Completion of the Project.

(e) The Village will have no responsibilities or obligations in connection with obtaining financing to build or operate the Project. Rather, AFA shall be responsible for any and all costs in connection with the Project, including without limitation, the repayment of any financing and costs in connection therewith. For the avoidance of doubt, any financing obtained by AFA shall not result in the imposition of any mortgage, security interest or lien upon the Project Site. Notwithstanding the foregoing, the Village shall be financially responsible for certain items (the "**Village Galleon Improvements**") as set forth in the preliminary budget attached hereto as

Exhibit "C" (the "**Preliminary Budget**"). The Village shall be financially responsible for any overage arising from the Village Galleon Improvements.

(f) AFA shall provide regular monitoring of design and development and construction and completion progress for the Project in consultation and with the involvement of Project Representative.

(g) AFA shall promptly review and pay all payment applications and invoices from the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers, to AFA for work performed on the Project.

(h) Village shall have the right to review all bids received by AFA in connection with the Project and provide comments or request reasonable edits, including, without limitation, on matters concerning the Project and the Village Galleon Improvements. Upon selection of the General Contractor, AFA shall enter into a guaranteed maximum price general construction contract for the construction of the Project, which shall include all labor, materials, equipment and supplies for the construction of the Project, as well as General Contractor's overhead and profit (the "**GMP Contract**"), to be entered into between the General Contractor and AFA. At the Village's option, pursuant to such GMP Contract, the Contractor shall be obligated to construct the Village Galleon Improvements on behalf of the Village pursuant to specifications submitted by the Village and upon conditions to be set forth in the GMP Contract. Prior to executing the GMP Contract with General Contractor, AFA shall submit the execution version of the GMP Contract to the Village for approval. AFA agrees that the GMP Contract shall include a provision which states that (a) the General Contractor agrees to provide a separate invoice for the Village Galleon Improvements; and (b) the Village is an express third-party beneficiary of all obligations of General Contractor under the GMP Contract and that the Project Representative shall be promptly notified by the General Contractor in the event that, during construction, any Village Galleon Improvement in the approved construction budget increases, for any reason, more than 5%. Such third-party provisions shall also provide that the General Contractor agrees (a) that the Village may bring legal actions under the GMP Contract in its name as beneficiary without the participation of AFA; and (b) that all warranties, express and implied, run to both AFA and the Village. The GMP Contract shall also include a provision which states that, in the event of a default hereunder by AFA which remains uncured for more than thirty (30) days, the Village, at its option, may elect to invoke the automatic assignment to the Village of all agreements and contracts between AFA and any subcontractors (along with any purchase orders for materials, if any), in the event that Village enforces its rights under the GMP Contract as described above. AFA agrees that mere consultation with the Project Representative shall impose no liability on the Village for any recommendations made to AFA nor affect any of AFA's obligations hereunder. The General Contractor shall be bonded and shall provide a payment and performance bond (the "**Performance Bond**") for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes. The Village shall be named as a dual obligee on any such bonds with respect to the Project. AFA must, within three (3) days of the effective date of the GMP Contract, deliver to the Village the Performance Bond in a form acceptable to the Village. The surety providing the Performance Bond 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). If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the GMP Contract is required by the provisions of any bond to be given to a surety, the amount of the Performance Bond shall be adjusted accordingly.

(i) AFA shall, in consultation with Project Representative, select subcontractors and subcontracts. AFA shall (i) analyze subcontractor bids along with General Contractor, and (ii) advise Village with respect to the selection of subcontractors and the award of the subcontracts. The Village acknowledges that Project Football, LLC, a Florida limited liability company, is pre-approved as a subcontractor for the provision of services under this Agreement.

(j) AFA will apply for and use commercially reasonable efforts to obtain or cause to be obtained all approvals necessary for the construction and development of the Project, including, without limitation, planning, zoning or rezoning, plat, site plan approval, licenses, variances and approvals, as necessary, as required by all applicable governmental agencies, bodies, boards and tribunals, with jurisdiction over the construction of the Project Site (collectively, the "**Governmental Authorities**"), including building permits, certificate of occupancy and similar approvals for the construction, development, and use of the Project. AFA with the Village's assistance will also negotiate with the appropriate municipal and public utility bodies for providing water, sewer and drainage utilities, electric, telephone and telecommunication services and facilities to the Project and cause the necessary documentation to effectuate same to be prepared. Subject to review by the Village Manager and the Village Attorney, the Village agrees to execute such documentation pursuant to this Agreement, provided that all such agreements are the standard agreements typically used for such utilities and the rates charged for such utilities are consistent with rates charged for similar development projects. The Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Project or any operations at the Project. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

(k) AFA shall conduct meetings on a regular schedule with Project Representative, General Contractor, the Project Architect, Engineers, and other consultants and professionals in order to coordinate the work to be done pursuant to the Approved Plans and Description of Improvements and shall give reasonable prior notice to Village of such schedule. The Parties agree that such meetings shall take place no more than once every thirty (30) days prior to the commencement of construction of the Project and thereafter no more than once every fifteen (15) days until Completion of the Project in accordance with this Agreement unless an urgent matter arises which requires an emergency meeting (said meetings may be called by the Project Representative, General Contractor, Project Architect, Engineers or AFA). AFA shall render to Village a monthly report, which report shall contain the following information as to the Project:

(1) the actual progress of work achieved on the Project during such month and to date, including the issuance of a monthly updated (a) critical path method schedule for the Project, (b) site logistic plan, (c) cash flow projection plan, estimating the flow in and out of the Project expenses on a monthly basis or other frequency agreed to by the Parties, and (d) contract change order log, including any outstanding potential change orders and change order requests;

(2) the actual expenditures made, during such month and to date, by category of expenditure and a Development Schedule report;

(3) reports of payments (including receipts) made to the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers;

(4) the estimated cost and time to complete the Project using acceptable industry construction cost estimation methods; and

(5) any change orders, Construction Budget changes and/or Logistics Plan changes for the preceding month. AFA acknowledges and agrees that the creation of a contingency fund shall be formally established in the GMP Contract; the use of contingency funds shall be for certain permitted uses by General Contractor as will be documented in the GMP Contract in consultation with the Village and Project Representative.

(l) Without limitation of the foregoing, AFA, together with the Project Architect, shall conduct regular monthly meetings with General Contractor to review with General Contractor unpaid requisitions and monthly draws, and AFA, together with Project Architect, shall review and process requisitions of payment received from General Contractor in accordance with the terms of its GMP Contract. Project Representative shall be provided prior notice and be permitted to attend and participate in all such meetings.

(m) AFA shall monitor the construction of the Project by the General Contractor in accordance with the terms of this Agreement and the GMP Contract.

(n) AFA shall establish and administer a change order program. AFA shall have the right to negotiate any change orders pursuant to the GMP Contract and any other Project contractual commitments, including without limitation, any change orders required to meet requirements of Governmental Authorities. AFA shall inform Village of such change orders and shall maintain records thereof. Notwithstanding anything to the contrary herein, if any change order affecting the Project (i) exceeds $250,000 individually, or (ii) will result in a material delay to the Development Schedule of the Project, then AFA shall provide written notice to Village and Village Manager of any such change order prior to negotiating or approving same. If any change order will result in a cumulative reduction in the usable square footage within any component of the Village Facility by more than one percent (1%), then such change order shall be subject to review and approval by Village and Project Representative. Without limitation of the foregoing,

the Village, acting by written directive of the Village Manager, may order in good faith design changes to the Village Facility consisting of additions, deletions or other revisions, that will not result in a delay to the Development Schedule of the Project and do not exceed $500,000 in the aggregate.

(o) The Village Galleon Improvements will be constructed by the General Contractor pursuant to the GMP Contract. AFA acknowledges and agrees that it will have an opportunity to review the scope and timeline of the Village Galleon Improvements and that performance by the Village of the Village Galleon Improvements shall not excuse AFA from performing its obligations pursuant to this Agreement nor will any delays in construction caused by the Village Galleon Improvements be considered a breach by AFA. Notwithstanding the foregoing, the Village agrees to use reasonable efforts to coordinate its construction schedule with AFA to reduce disruption in the execution of the Project by AFA. Village agrees that it shall promptly pay, in accordance with the Florida Prompt Payment Act, Fla. Stat. Ch. 218, for all Village Galleon Improvements invoiced by the General Contractor to AFA and in any event prior to AFA's obligation to transfer payment to the General Contractor.

(p) AFA, in consultation with the Village's Project Representative, shall negotiate the closeout of the GMP Contract, including completion of punch-list items, occupancy certificates and final payment.

1.2 Preparation of Plans and Specifications.

(a) AFA hereby agrees and acknowledges that the Design Development Plans (as defined below) for the Project shall be substantially in the form attached hereto as Exhibit B.

(b) AFA shall engage an architect or other appropriate professional to prepare a detailed plan of the interior space of the Project which shall be substantially in the form attached hereto as Exhibit B contained in the AFA Proposal and which describes how space in the Project will be allocated amongst AFA, the parks and recreations department of the Village; and the Village community center; and include such other details as necessary so that the Village can confirm that the Project meets the needs of the Village and so the Village can plan how to use the space accordingly (the "**Space Plan**"). The Space Plan shall be subject to the Village's approval which shall not be unreasonably withheld or delayed, provided that the Space Plan demonstrates that the space in the Project is sufficient for the Village's needs.

(c) AFA shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare the design development plans and specifications that further define the scope of the Project based on the Description of Improvements (collectively, the "**Design Development Plans**"). The Village shall be entitled to a maximum of twenty (20) business days, commencing on the date AFA and/or the Project Architect and/or Engineer delivers the Design Development Plans to the Village, to review and approve (or disapprove and provide express reasons for such disapproval) the Design Development Plans for the Project.

(d) Upon approval by Village of the Design Development Plans for the Project, AFA shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare and to submit to Village for approval, final permit and construction plans and specifications for the Project that further define the scope depicted in the Design Development Plans (the "**Construction Drawings**"). The Village shall be entitled to a maximum of twenty (20) business days, commencing on the date AFA and/or the Project Architect and/or Engineer delivers the Construction Drawings to the Village, to review and approve (or disapprove and provide express reasons for such disapproval) the Construction Drawings for the Project. The final Construction Drawings as approved by Village (as the same from time to time may be modified or amended and approved by Village), are termed the "**Approved Plans and Description of Improvements**."

1.3 Overall Standard of Care. AFA acknowledges that in performing its duties and obligations it shall at all times follow directives issued by the AFA Representative. In carrying out its duties and obligations, AFA shall perform the services under this Agreement in accordance with the highest standards of care, skill, prudence and diligence that an experienced professional developer of projects in South Florida similar to the Project would be expected to use and exercise in the conduct of such development, and the responsibility of AFA in performing its duties and obligations hereunder shall be measured in each case against the standards of performance described in this Section or otherwise in this Agreement. AFA shall not be responsible for matters beyond its reasonable control (including Village's failure or delay to authorize or permit AFA to take any actions or make any expenditures required to meet these standards). Except as expressly authorized under this Agreement, or unless otherwise approved by Village, AFA shall deal at "arms-length" with all third parties and shall not make any payment to or enter into any arrangement with respect to the Project with any affiliated or related party of AFA, without the prior written disclosure to and prior written consent of Village, which consent shall not be unreasonably conditioned, delayed or withheld.

1.4 Village's Responsibilities. Village hereby covenants that:

(a) Village shall promptly provide full information regarding Village's requirements for the Project.

(b) Village shall furnish AFA with all reports, plans, documents and information reasonably required for the performance by AFA of the scope of its duties and responsibilities under this Agreement in Village's possession or of which Village has knowledge (and not in possession or knowledge of AFA).

(c) For purposes of this Agreement, any approval by the Village shall mean the approval by the Village Manager (or his or her designee). Any such approval shall not be unreasonably withheld or denied. If, within twenty (20) business days after Village's receipt of any written request from AFA for any approval or consent under this Agreement, Village does not approve or disapprove such item, then AFA may proceed on the assumption that such item has been approved.

(d) Village shall cause Project Representative to remain generally available to perform Village's duties and obligations under this Agreement and be involved throughout the term of this Agreement on behalf of Village to the extent reasonably necessary for Village to perform its obligations under this Agreement, including without limitation, Village providing feedback and approval, as warranted, with respect to certain development and construction matters hereunder.

(e) Village shall cooperate with AFA in connection with the construction of the Project (including, without limitation, attending such meetings as are necessary, and signing documents, applications, instruments and agreements in furtherance of completing the Project) and, upon the written request of AFA, from time to time, also shall coordinate with AFA any interaction with private and public sector entities that may have standing with respect to the Project and those having approval or regulatory authority regarding the Project.

(f) The Village shall not be responsible for the payment of ad valorem taxes for the Project Site nor any portion thereof subject to shared use agreements. AFA agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the Project Site. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the Project Site, AFA agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) days after payment of such ad valorem taxes is made by the Village.

(g) Subject to review by the Village Manager and the Village Attorney (which review shall not be unreasonably withheld, conditioned or delayed), the Village agrees to execute acknowledgements and/or customary consents to all agreements, contracts and documentation negotiated between AFA and General Contractor, Project Architect, Engineers, and other consultants and professionals for the Project.

(h) The Village hereby agrees and acknowledges that to the extent there is a delay in completion and delivery of any portion(s) of the Project, subject to subsection (i) below, the Village shall issue a partial temporary certificate of occupancy for the portions of the Project Improvements that have been completed consistent with applicable building code requirements, provided, however, that shall not be a waiver of the Village's claims pursuant to this Agreement.

(i) This Agreement shall not impose any obligation upon the Village in its regulatory capacity.

Article 2
AFA'S WARRANTIES AND REPRESENTATIONS

2.1 Authorization. AFA represents that it is an entity validly existing and in good standing as a civil association in the Republic of Argentina. The execution, delivery and performance of this Agreement by AFA has been duly authorized, and this Agreement is binding on AFA and enforceable against AFA in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

2.2 Licensing. AFA, on behalf of the AFA Representative, the General Contractor, the Engineers and the Project Architect ("**AFA's Consultants**"), hereby warrants and represents that at all times during the term of this Agreement all such AFA's Consultants shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform its duties and obligations for Village under this Agreement.

2.3 Expertise. AFA further warrants and represents that AFA's Consultants have the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

2.4 Financial Resources. AFA has the financial resources available to it for the complete and timely performance of its duties and obligations contemplated under this Agreement.

Article 3
AGREEMENT TERM AND CONTINGENCY

3.1 Term. This Agreement shall continue from the Effective Date until completion of the Project, unless otherwise earlier terminated pursuant to, and in accordance with, the terms hereof. For all purposes of this Agreement, the term "**Completion of the Project**" shall mean the latest to occur of: (a) issuance by the Project Architect of a certificate stating that the Project has been substantially completed in accordance with the Approved Plans and Description of Improvements (and any and all approved change orders from time to time) and (b) the issuance by the General Contractor of a final bond release and the payment of final retainage under the GMP Contract and the performance of final punch-list items, and (c) the issuance of a CO for the Project, and (d) the completion of all material punch-list items which would otherwise unreasonably interfere with the Village and AFA's ability to safely and lawfully occupy, use, and operate the Project in the ordinary course of business.

3.2 Contingent. The Parties agree that their mutual obligations pursuant to this Agreement shall not become effective unless and until (a) the Village has executed the Management Agreement with AFA; (b) the Village has executed the Development and Construction Agreement and the Operations and Management Agreement for the fields at Treasure Island Elementary School (the "**TIES Property**"); (c) the Miami-Dade County School Board has approved the Development and Construction Agreement and the Operations and Management Agreement for the TIES Property; and (d) the Miami-Dade School Board and the Village have executed the Amended Joint Use Agreement.

Article 4.
TERMINATION AND SUSPENSION; INDEMNITIES.

4.1 Termination for Cause by the Village.

(a) Notwithstanding the term of this Agreement as established under Section 3.1 hereof, the engagement and services of AFA under this Agreement may be terminated at any

time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"):

(1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, AFA's failure to commence construction of the Project within thirty-six (36) months after the Effective Date.

(2) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or

(4) Any AFA Default.

If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

4.2 Termination without Cause by Village. This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars; plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated (the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). All work in progress will become the property of the Village and will be turned over promptly by AFA.

4.3 AFA Indemnity Undertaking. AFA agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with (a) any AFA Default

under this Agreement; and (b) the development of the Project, provided that such Liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of AFA, the General Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. This indemnification provision shall obligate AFA to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, appellate, supplemental or bankruptcy proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by AFA or persons employed, utilized, or subcontracted by AFA. Notwithstanding the foregoing, AFA's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any Village Indemnitee. This indemnification shall survive for 5 years from the date of this Agreement's termination or Completion of the Project. For the avoidance of doubt, the failure of AFA to achieve Completion of the Project in accordance with the Development Schedule other than as a result of a Force Majeure Event, and absent a delay or default by the Village, shall trigger AFA's obligation to indemnify Village as described above. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village and its officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village agency or instrumentality which performs any official function under this Agreement;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims. Notwithstanding the foregoing, except in the event of the theft, fraud or other dishonesty of AFA (to the extent such action otherwise constitutes a AFA Default under item (1) of Section 4.3(iii) hereof after giving effect to the last sentence thereof), the term "Liabilities" shall include punitive or exemplary damages; and

(iii) "**AFA Default**" means with respect to the performance of its duties under this Agreement or otherwise in connection with the Village or the Project: (1) the theft, fraud or other dishonesty of AFA; (2) the negligence or willful misconduct of AFA; (3) any act or omission of AFA that constitutes a breach of this Agreement and the failure by AFA to cure such breach within thirty (30) days of written notice thereof from Village; provided, however, that, if such breach is not reasonably capable of being cured within such thirty (30) day period, and if AFA shall initiate and document such diligent efforts to cure such breach within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any governmental agency or instrumentality to effect such cure, whichever is earlier; or (4)

a default by AFA pursuant to that certain Development and Construction Agreement of even date herewith for the TIES Property.

4.4 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village fails to perform or observe any express, proprietary or non-sovereign duty, obligation or agreement of Village under this Agreement in any material respect, and fails to cure such failure within thirty(30) days of written notice thereof from AFA; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village, which is not cured by Village as set forth herein, AFA shall have the right to terminate this Agreement upon written notice of termination given by AFA and shall be entitled to the Development Fee.

(b) AFA may terminate this Agreement at any time in the sole discretion of AFA effective upon written notice given by AFA in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal. Any termination by AFA arising under Section 4.4(a) above entitles AFA to the Development Fee.

4.5 Termination Obligations. Within ten (10) days of the expiration or earlier termination of this Agreement, or upon the termination or suspension of the engagement and services of AFA hereunder, AFA shall:

(a) Provide a final accounting to Village for the Project along with an affidavit of payment of debts and claims and a written consent from the surety in form and substance acceptable to the Village;

(b) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the construction of the Project, all permits and approvals, plans and specifications maintained or in the possession or control of AFA (except for AFA's personal property both tangible or intangible which shall be removed by AFA) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by AFA at AFA's sole cost and expense);

(c) Assign any contract rights regarding the Project Site; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly termination and transfer of AFA's services, duties, obligations and activities on the Project.

Article 5
INSURANCE

5.1 Insurance to Be Maintained by AFA. AFA shall purchase and maintain insurance of the type and extent as set forth on **Exhibit "D"** attached hereto. All such insurance maintained by AFA in connection with the Project shall name Village and the Project Representative as additional insureds and, with respect to matters arising from AFA's negligence or willful misconduct, shall be primary as against any policies maintained by Village, but shall be excess and non-contributing as against any policies maintained by General Contractor or its subcontractors. Upon written instruction from the Village specifying any other entities to be included as an additional insured, AFA shall add such entities as additional insureds as provided herein.

5.2 Construction Insurance. AFA shall instruct General Contractor to obtain, prior to commencement of any work, and at its sole cost and expense, and thereafter at all times during the performance of the construction contract with General Contractor until Completion of the Project (or such longer period as specified in the GMP Contract), maintain, and instruct General Contractor to have each subcontractor and sub-subcontractor to obtain, and thereafter at all times during the performance of this Agreement, maintain, at each subcontractor's and sub-subcontractor's sole cost and expense, the insurance required to be maintained as set forth on **Exhibit** "**D**" attached hereto. AFA shall instruct General Contractor to monitor each subcontractor's and sub-subcontractor's insurance to require each subcontractor and sub-subcontractor to maintain such insurance until Completion of the Project.

5.3 Cooperation. Village and AFA shall cooperate with the other Party and with General Contractor in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim under any of the policies of insurance maintained by each, and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

5.4 Insurance Schedule. Village and AFA acknowledge that the insurance coverage held by General Contractor and all subcontractors must be approved by Village.

Article 6
MISCELLANEOUS

6.1 Estoppel Certificate. Each Party shall from time to time, within thirty (30) days after receipt of written request from the other Party, or the other Party's lender(s), execute and deliver to the requesting party written estoppel certificates, containing the reasonably requested

information, including, without limitation, a certification that this Agreement is in full force and effect.

6.2 No Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and AFA and no other third party shall have any claim to any such right or benefit thereof.

6.3 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, freight prepaid.

(b) All Notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. Ralph Rosado, Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to AFA, to:

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ctapia@afa.org.ar

With a copy to:

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

6.4 Village Approvals. Any approvals required from the Village arising under this Agreement, and for which a specific deadline is not established, shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by AFA unless earlier approval required ("**Approval Period**"). If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village.

6.5 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.6 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, party or parties may require.

6.7 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

6.8 Assignment. The rights of the Parties under this Agreement are personal to the Parties and may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld. AFA shall have the right to assign its rights and obligations under this Agreement to a third party with Village approval, which shall not be unreasonably withheld, by providing the Village thirty-day prior written notice ("**Assignment Notice Period**") in accordance with Section 6.3 of this Agreement. If the Village fails to approve or reject such request within the Assignment Notice Period, then such assignment shall be considered approved by the

Village. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment of this agreement shall not relieve AFA from liability under this Agreement and AFA shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement.

6.9 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6.10 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

6.11 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

6.12 Time of Essence. Time is of the essence of this Agreement.

6.13 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Village and AFA.

6.14 Amendments. This Agreement may not be modified, altered or amended except pursuant to a written instrument executed by Village and AFA with the same formalities of this Agreement, including, without limitation, approval of the amendment by the Village Commission.

6.15 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the Project Site. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

6.16 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

6.17 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

6.18 Non-Discrimination. In the performance of its obligations under this Agreement, AFA shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements

imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

6.19 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.**

6.20 Drug Free Workplace. AFA shall at all times comply with, and shall use its good faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

6.21 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, or any other cause that is not within the reasonable control of AFA or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

6.22 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees to not to disclose financial information regarding AFA or other information marked or stamped as being proprietary or confidential by AFA (such as, without limitation, general construction cost data, bank accounts maintained by AFA, or information regarding other projects constructed, developed, leased or managed by AFA) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

(b) Notwithstanding the foregoing, the Parties and their affiliates and representatives may (i) issue press releases, (ii) make any other public announcements or statements with respect to the transactions contemplated by this Agreement, and (iii) disclose the name of AFA.

6.23 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

6.24 Expert Resolution Process. All disputes regarding the matters described in Sections 1.1, 1.2, 3.1, 6.21 (individually, an "**ERP Dispute**" and collectively, the "**ERP Disputes**"), shall be resolved in accordance with the expert resolution process described below in the provisions of this Section 6.24 (the "**ERP**").

(a) The Party desiring that the Expert resolve any ERP Dispute (the "**Initiating Party**") shall give notice in accordance with the provisions of this Agreement to the other Party (the "**Recipient Party**") that it desires to initiate the ERP (the "**ERP Notice**"). The Initiating Party and the Recipient Party shall agree on the Expert as set forth in subsection (f) below. The cost of the ERP shall be borne equally between the Parties.

(a) Within thirty (30) days after the selection of the Expert (as defined below), the Initiating Party and the Recipient Party shall submit their ERP Dispute to the Expert for determination. The Expert shall discuss the ERP Dispute in detail with the Initiating Party and the Recipient Party and otherwise undertake such investigation and study such materials as the Expert believes reasonably necessary to make an informed decision. Examination of witnesses by the Initiating Party and the Recipient Party and by the Expert shall be permitted in the discretion of the Expert.

(b) A written transcript of the proceeding shall be made and furnished to the Parties. The Expert shall determine any ERP Dispute, controversy or claim under this Agreement in accordance with the terms hereof. The Expert shall state the reasons upon which its decision is based in writing. The decision of the Expert shall be issued promptly but in no event later than thirty (30) days after the Parties have submitted their final statements and proofs to the Expert. Each Party shall have the right to bring an action in any court of competent jurisdiction to enforce the Expert's award.

(c) The Expert may grant any remedy or relief within the scope of this Agreement and the applicable provisions hereof and under applicable law. In the absence of fraud, gross misconduct, collusion, departure from the essential requirements of law or an error in law or a material fact appearing on the face of the order or award issued by the Expert, the written decision of the Expert shall be final and binding on the Parties. The Parties intend that the decision by the Expert shall be binding for all purposes and that no right of appeal shall exist; for the sake of clarity, any such ERP Dispute may not be relitigated through the ERP process or otherwise.

(d) The Parties voluntarily and knowingly waive any right to pursue any ERP Disputes involving the Parties in any forum or through any process or proceeding other than the process and procedures set forth in Section. The foregoing process shall be the exclusive method available for resolution of ERP Disputes hereunder that cannot otherwise be resolved.

(e) For purposes of this Agreement, **"Expert"** means an independent nationally recognized consulting or other firm or individual having at least ten (10) years recent professional experience as to the subject matter in question, who is qualified to resolve the issue in question and who is appointed in each instance by agreement of the Parties. In the event either Party calls for an Expert determination pursuant to the terms hereof, the Parties shall have thirty (30) days from the date of such request to mutually agree on one (1) recognized consulting firm or individual with relevant experience as the Expert and, if they fail to agree, each Party shall have an additional ten (10) days to each select one (1) recognized consulting firm or individual with relevant development experience as the Expert and within ten (10) days of such respective selections, the two (2) respective firms and/or individuals so selected by each of the Parties hereto shall select another such recognized consulting firm or individual to be the Expert. If either Party hereto fails to make its respective selection of a firm or individual within the ten (10) day period provided for above, then the other Party's selection shall be the Expert. Also, if the two respective firms and/or individuals so selected shall fail to select a third recognized consulting firm or individual to be the Expert, then the Expert shall be appointed by the American Arbitration Association in Miami-Dade County, Florida.

6.25 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

6.26 Compliance with Federal, State and Local Laws. AFA understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and AFA agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, AFA agrees to require AFA's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional

standards, as they may be amended from time to time.

6.27 Further Assurances. In addition to the obligations required to be performed under this Agreement by the parties, the parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

6.28 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents.

6.29 Entire Agreement. This Agreement, along with its exhibits, including the Operations and Management Agreement, contains the final and entire agreement between the Parties with respect to AFA's engagement hereunder. The Parties shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

6.30 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ASOCIACION DE FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____
Name:_____
Title:_____

Attest:

_____
Village Clerk

NORTH BAY VILLAGE, a Florida municipal corporation

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

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

EXHIBIT A
LOT DESCRIPTION

- The Project includes development of the following property: The Galleon Street site consists of an approximately 48,000 square-foot (1.10 acres) parcel, with address documented as 1851 Galleon Street, North Bay Village. This site is developed with municipal facilities, including an approximately 10,000 square-foot mini-park and playground; a structure that lately housed the North Bay Village Police Communications Center (now relocated), and the Village's Public Works storage yard and wastewater pump station facility. The above-ground pump station is expected to be demolished and placed underground in/by 2024, thereby making that portion of the site available for recreational use.

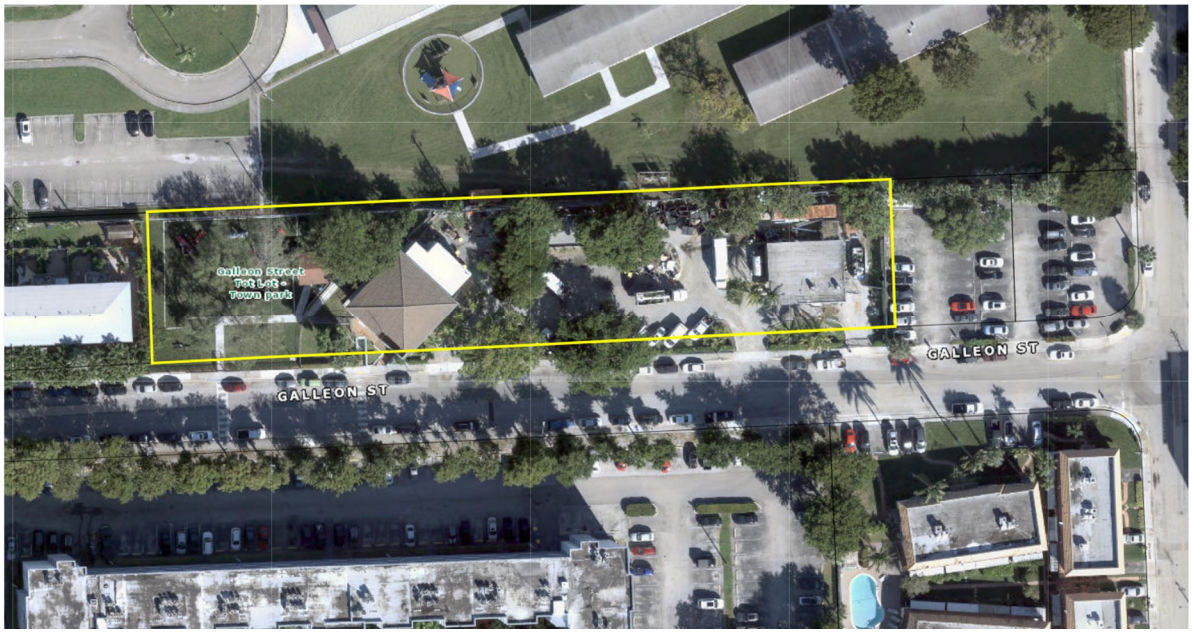

EXHIBIT B
DESCRIPTION OF IMPROVEMENTS

EXHIBIT C
PRELIMINARY BUDGET

TIES & GALLEON		
Project Funding Uses		
ITEM DESCRIPTION	Galleon	TIES
	NBV	NBV
MDCPS Admin. Fee		$100,000
Site Prep (Demolition/Clearing/Earthwork/ Grading)	$500,000	
Racquetball Court Demolition		$30,000
Sidewalks/Paths		$1,400,000
Path Lighting		$200,000
Landscaping	$70,000	$250,872
Drainage/Irrigation		$600,000
Furnishings/Equipment		$150,000
Paving and Markings		$100,000
Contingency (Exterior Items Only)	$380,000	$173,197
	$950,000	$3,004,069

EXHIBIT D
INSURANCE REQUIREMENTS

- 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.
- 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.
- 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.
- 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.

AMENDED AND RESTATED

OPERATIONS AND MANAGEMENT AGREEMENT

(Galleon St. Property)

This AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT (the "**Agreement**") is entered into on this _____, 2024 by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**"), and ASOCIACION DE FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("**AFA**"). The Village and AFA shall be referred to individually as a "**Party**" and/or collectively as the "**Parties**".

RECITALS:

A. The Village owns certain land on the north side of Galleon St. between Jewel Avenue and East Treasure Drive, as further described in **Exhibit "A"**, attached hereto and made a part hereof (the "**Galleon St. Lot**" or "**Project Site**").

B. On October 11, 2021, the Village received an unsolicited proposal from AFA to develop the Project Site. On November 9, 2021, in accordance with Fla. Stat. § 255.065, the Village issued Request for Proposals No. 2021-013 for "Development and Operation of a Sports Complex and Academy, Recreational Facilities, Municipal Offices, and Other Amenities." AFA was the only Party that responded to the Request for Proposals by the December 9, 2021 deadline. After additional due diligence concerning AFA's response, on February 17, 2022, the Village Commission authorized the Village Manager to negotiate with AFA to clarify and improve potential deal terms. On April 25, 2022, the Village Commission approved proposed terms to be included in this Agreement and the separate Development and Construction Agreement.

C. On September 21, 2022, the Parties entered into that certain Development and Construction Management Agreement and that certain Operations and Management Agreement (the "Original Agreement"). The Parties now intend to amend and restate the Original Agreement (and separately the Development Agreement) in its entirety to modify certain provisions of the Original Agreement to contemplate the possibility that a portion of the Village Facility (as defined below) may be leased to AFA.

D. Pursuant to the Development and Construction Agreement, the Village and AFA have agreed that AFA will pay for and manage the development and construction of the following improvements (the "**Improvements**") on the Project Site, which will be owned by the Village: (i) one building with a minimum of 10,000 usable square feet (using BOMA measurement standards) of office space, bathrooms, locker rooms, community center facilities and a rooftop seating area (such building, the "**Village Facility**"); and (ii) six Multi-Purpose courts, including 4 padel courts and 2 pickleball courts (such Multi-Purpose courts, the "**Multi-Purpose Courts**", and all of such Galleon St. Lot improvements, the "**Galleon St. Lot Improvements**").

E. AFA agreed to develop the Improvements at its sole cost and in exchange for being granted the privilege to, on a revocable, non-exclusive basis, manage and operate the Multi-

Purpose Courts (such licensed improvements, the "**Facilities**") on the terms and for the purposes expressly set forth in this Agreement;

F. In exchange for the privilege to manage and operate the Facilities and generate revenue therefrom, AFA agreed to (1) pay quarterly to the Village an amount equal to 5% of the Net Income (as such term is defined below) arising from its operation of the Multi-Purpose Courts; and (2) to provide certain additional services, described in further detail in the scope of services attached hereto as Exhibit B (the "**Services**"), for the benefit of the Village, on the terms set forth in this Agreement;

G. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village as a condition precedent to its execution.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
EFFECTIVE DATE/CONTINGENCIES

1.1 Effective Date. This Agreement was executed on the date first set above, provided, however, that the obligations set forth in this Agreement shall become effective on the date of Completion of the Project (as such term is defined in the Development and Construction Agreement). Such date of Completion of the Project is hereinafter referred to as the "**Commencement Date.**"

1.2 Contingent. The Parties agree that this Agreement is contingent upon the execution of the Development and Construction Agreement and the Completion of the Project.

Article 2
LICENSE TO USE FACILITIES

2.1 Ownership of Facilities. At all times, the Village shall remain the sole owner of the Project Site, the Improvements and the Facilities. AFA shall recognize the Village's ownership of the Facilities in its promotional materials related to the Facilities by adding the Village's logo to any such promotional materials.

2.2 License to Use Facilities. Effective on the Commencement Date, the Village hereby grants AFA (in connection with the Galleon St. Lot) a revocable license (the "License") to enter upon the Project Site and the Improvements on the terms and conditions set forth herein for purposes of operating Multi-Purpose Courts and performing certain other services set forth in this Agreement. AFA ACKNOWLEDGES AND AGREES THAT NEITHER IT NOR ANY OF ITS AFFILIATES HOLD ANY REAL PROPERTY INTEREST IN THE PROJECT SITE OR ANY OF THE IMPROVEMENTS. AFA ACKNOWLEDGES AND AGREES THAT THE LICENSE GRANTED HEREUNDER DOES NOT CONSTITUTE A LEASEHOLD INTEREST OR OTHER INTEREST IN LAND.

2.3 License Term. The License shall commence on the Commencement Date and continue thereafter so long as this Agreement remains in effect. In the event this Agreement is terminated for any reason, the License shall terminate automatically.

2.4 Village Right to Use Facilities. The License hereunder is granted on a non-exclusive basis and remains subject to the Village's right to use the Facilities for Village events or activities, as the Parties shall reasonably coordinate on or before November 30 of each calendar year for the following calendar year. The License is also subject to the public's right to use the Facilities.

2.5 Relationship. Nothing contained in this Agreement shall (a) create any partnership or joint venture between the Village and AFA and any third party, nor (b) otherwise create any express or implied obligation, liability, or duty by the Village, or to AFA or any affiliate, principal, agent, or employee of Village, except as expressly set forth in this Agreement.

2.6 AFA's Use of Village Facility. AFA shall not exclusively use any portion of the Village Facility except as set forth in a separate agreement between AFA and the Village which may be entered into consistent with and subject to the requirements of the Village's Charter and its zoning ordinances.

Article 3
STANDARDS FOR THE OPERATION OF THE FACILITIES

3.1 General Standard of Operation. AFA shall operate the Facilities in an efficient, first class and reputable manner, consistent with top-tier athletic facilities in the Miami area and shall, except during reasonable periods for repairs, major maintenance, Special Events (as defined below) and closures for Force Majeure Events, keep the Facilities open to the public for business during Customary Business Hours except to the extent AFA may be prohibited from being open for business by Applicable Law. AFA shall have responsibility over the day-to-day operation of the Facilities and all activities carried out thereon.

3.2 Use of Agents or Subcontractors.

(a) With the prior written approval of the Village, which approval may be granted or withheld in the Village Manager's sole and absolute discretion, AFA may perform its obligations under this Agreement through agents, subcontractors or sublicensees (the "**Agents**") provided that AFA shall remain liable for such performance and shall indemnify the Village against any loss or damage suffered by the Village arising from any act or omission of such Agents. AFA shall properly supervise, train and direct any such Agents and shall be responsible for their punctual payment in order to avoid disruption to the Programming Schedule. Each Agent used by AFA in connection with the Facilities shall satisfy the insurance requirements set forth in Section 5.3. A list of pre-approved Agents is attached hereto as Schedule 1.

(b) Upon request by the Village after the engagement of each Agent, AFA shall furnish the Village with a copy of a screening and background check, including a criminal background check for the Agent, its officials, agents, or employees providing services in connection with the Facilities. AFA shall be responsible for updating the Village in

writing with any additions and deletions of the individuals authorized to provide services in connection with the Facilities. In the event that additional individuals are authorized to perform such services, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such services. It shall be in the Village's complete and sole discretion as to whether the type of check and the results are acceptable.

3.3 Hours of Operation. For purposes of this Agreement, "**Customary Business Hours**" shall be as follows: Monday -Sunday, from 8AM to 12:00AM. The Village and AFA agree that AFA shall not use the Facilities prior to, or after, the Customary Business Hours.

3.4 Programming of Activities. AFA shall use the Facilities, or make the Facilities available for use to the public, as set forth in the programming schedule attached hereto as **Exhibit "C"** (the "**Programming Schedule**"), which Programming Schedule may be amended or supplemented from time to time as negotiated and agreed to in good faith by the Parties.

3.5 Programs and Events. Subject to Special Events (as defined below), AFA shall at all times ensure that the following activities are carried out on the Facilities:

(a) Facilities Use by Public. During the time blocks so designated in the Programming Schedule, AFA shall make the facilities available for use by the general public. AFA shall make the Facilities available to the public at the prices set forth in the price list attached hereto as Exhibit "D" (which price list may be amended from time to time by AFA subject to reasonable approval of the Village).

(b) Free Use of Facilities. During the time blocks so designated in the Programming Schedule, AFA shall make the facilities available for use by the general public at no cost. The Parties agree that if a Multi-Purpose court is not occupied 10 minutes after the commencement of the hour, it will become automatically available to Village residents at no charge for the remainder of the rental period.

3.6 Booking Facilities. AFA shall develop or license a web and mobile application to allow the general public to register for use of the Facilities (the "**Booking System**"). The Booking System will allow the general public to rent the facilities or reserve the Multi-Purpose courts for free use as set forth in Section 3.5. At all times, AFA shall provide the Village with unrestricted administrator access to the Booking System, provided, however, that the Village shall not make any changes or edits in the Booking System without AFA's prior written approval. AFA's personnel shall be responsible to check-in all users of the Facilities and ensure the orderly and fair use of the Facilities by all members of the general public.

3.7 Special Events. AFA may use the Facilities to hold special event (such events, "Special Events") disrupting the Programming Schedule up to 10 days per calendar year, unless otherwise authorized in writing by the Village. A request to hold a Special Event shall be sent to the Village ten (10) days prior to the proposed date of the Special Event.

3.8 Performance of Services. During the Term, AFA shall provide the Services set forth in the service proposal attached hereto as **Exhibit "B"** and incorporated herein by reference. AFA

shall not receive compensation for the provision of such Services and it acknowledges that such Services are provided solely in consideration for the License provided hereunder. AFA hereby covenants that at all times during the Term it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for the Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

3.9 Maintenance of Facilities. AFA shall, at its sole cost and expense, maintain the Facilities (excluding the Village Facility) in good, clean and working condition, and make all needed repairs and replacements of and to all structural and non-structural portions of the Facilities. The Village shall, at its sole cost and expense, subject to budgeted funds, maintain the Village Facility in good, clean and working condition, and make all needed repairs and replacements of and to all structural and non-structural portions of the Village Facility, including but not limited to, the interior and exterior walls, exterior windows, plate glass, security systems, lighting and plumbing systems, fire safety systems, doors and door hardware of the Village Facility.

3.10 Compliance with Laws. With respect to the use of the Facilities, AFA shall be responsible, at its sole cost and expense, for compliance with the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of all federal, state and local governmental or quasi-governmental entity with jurisdiction over the Facilities, including, without limitation, (i) all ordinances, codes, regulations, and requirements, including building codes, (ii) the Americans with Disabilities Act and the regulations issued pursuant thereto, and any similar Florida statutes governing accessibility, and any successor statutes (collectively, the "**Accessibility Laws**"), and (iii) the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of any applicable fire rating bureau or other governmental or quasi-governmental entity performing similar functions (all of the foregoing being referred to collectively herein as "**Applicable Law**"), whether in force as of the date of this Agreement or which may hereafter be enacted, and which shall impose any duty with respect to the use, occupancy, or alteration of the Facilities. AFA shall procure, at its sole cost and expense, any permits and licenses required by Applicable Laws, for the transaction and/or conduct of business in the Facilities, AFA's use and occupancy of the Facilities, accommodation of AFA's employees, agents and contractors, and any installations or alterations made by AFA in or to the Facilities. At Village's request, AFA shall deliver to Village copies of all such permits and licenses and proof of AFA's compliance with all Applicable Laws, as defined below.

3.11 Payment of Utilities. Beginning on the Commencement Date, AFA shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service, HVAC and other utilities serving the portions of the Facilities (not including the Village Facility) and shall promptly pay any maintenance charges therefor. In connection with the Village Facility, the Village shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service, HVAC and other utilities serving the portions of the Village Facility and shall promptly pay any maintenance charges therefor, except for the portions utilized by AFA not to include the common areas and utility rooms. The determination of amounts to be paid for Utilities by AFA and the Village shall be based on meters located throughout the building. In the event that meters cannot

be utilized to establish the amount each Party is responsible for, then a portion of all utility charges shall be equal to the ratio between the square footage of the Village Facility occupied by the Village (including all common areas and utility rooms) divided by the total square footage of the Village Facility. Each Party shall be responsible for paying its applicable utility charges.

3.12 Ad Valorem Taxes. The Village shall not be responsible for the payment of ad valorem taxes for the Facilities nor any portion thereof subject to shared use agreements. AFA agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the Facilities. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the Facilities, AFA agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) days after payment of such ad valorem taxes is made by the Village.

Article 4
REVENUE SHARING

4.1 Village Fee. AFA shall pay to the Village for each calendar quarter during the Term an amount equal to five percent (5%) of Net Income (as defined below) from all programs, events, rentals and other activities strictly performed at the Facilities (the "**Village Fee**"). AFA shall submit to Village on or before the tenth (10) business day following the end of each calendar quarter during the Term hereof, a written statement signed by an officer or manager of AFA and certified by him or her to be true and correct, showing the amount of Net Income during the preceding calendar quarter ("**Statement of Net Income**"). During the Term, AFA shall pay the Village Fee to the Village on a quarterly basis, no later than thirty (30) days following the end of each calendar quarter.

4.2 Definition of Net Income. As used herein the term "**Net Income**" shall mean the amount, determined in accordance with U.S. Generally Accepted Accounting Principles applicable to the cash method of accounting of gross sales and other income arising out of the use of the Facilities collected by AFA, minus all operating expenses, other business expenses (strictly related to the use and operation of the Facilities), taxes and interest on debt . For the avoidance of doubt, in the calculation of Net Income, AFA shall not deduct costs incurred by AFA for the construction of the Facilities pursuant to the Development and Construction Agreement. For further avoidance of doubt, Net Income shall not include any income generated from AFA soccer academies operated outside of the Facilities, programs or events organized by AFA which take place outside of the Facilities.

4.3 Audit Rights. During the Term of this Agreement, up to two times per calendar year, on five (5) Business Days' notice and during regular business hours, the Village may at its own expense reasonably inspect, or have its attorney or accountant inspect and audit AFA's books, records, and other documents as necessary to verify compliance with the terms and conditions of this Agreement, including, without limitation the accuracy of each Statement of Net Income submitted by AFA.

Article 5
INSURANCE

5.1 No Liability by Village. VILLAGE SHALL NOT BE LIABLE TO AFA OR TO AFA'S EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (A) OCCURRING ON OR ABOUT THE FACILITIES ARISING OUT OF THE USE OR OCCUPANCY BY AFA, ITS EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES, OF THE FACILITIES AND THE CONDUCT OF AFA'S BUSINESS THEREIN, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF VILLAGE, ITS AGENTS OR EMPLOYEES, OR (B) ARISING OUT OF ANY BREACH OR DEFAULT BY AFA IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND AFA INDEMNIFIES AND AGREES TO DEFEND AND HOLD VILLAGE HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, INJURY, DEATH OR LOSS.

5.2 No Liability by AFA. AFA SHALL NOT BE LIABLE TO VILLAGE OR TO VILLAGE'S EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY WHOMSOEVER, FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (A) OCCURRING ON OR ABOUT THE FACILITIES ARISING OUT OF THE USE OR OCCUPANCY BY VILLAGE, ITS EMPLOYEES, AGENTS, CUSTOMERS AND INVITEES, OF THE FACILITIES AND THE CONDUCT OF VILLAGE'S BUSINESS THEREIN, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT OF AFA, ITS AGENTS OR EMPLOYEES, OR (B) ARISING OUT OF ANY BREACH OR DEFAULT BY VILLAGE IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND VILLAGE INDEMNIFIES AND AGREES TO DEFEND AND HOLD AFA HARMLESS FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE, INJURY, DEATH OR LOSS.

5.3 Insurance Requirements. AFA, at its sole cost and expense, shall procure and maintain throughout the Term the following insurance:

(a) a policy or policies of Comprehensive General Liability Insurance insuring both Village and AFA against all claims, demands or actions arising out of or in connection with AFA's use or occupancy of the Facilities, or by the condition of the Facilities, the limits of such policy or policies to be in an amount not less than $2,000,000 in respect of any one occurrence and a General Aggregate limit of $5,000,000. Such policy must include products or completed operations liability, independent contractor coverage, non-owned and hired vehicle liability. Village shall have a policy or policies of Comprehensive General Liability Insurance insuring the Village against all claims, demands or actions arising out of or in connection with Village's use or occupancy of the Facilities, or by the condition of the Facilities, the limits of such policy or policies to be in an amount typically required of municipal corporations. Such policy must include products or completed operations liability, independent contractor coverage, non-owned and hired vehicle liability;

(b) "all-risk" or "special form" property insurance covering all of the Facilities and AFA's personal property in, on or at the Facilities, including, without limitation, AFA's trade fixtures and equipment, at the full replacement cost of the foregoing. Such policy must be written in amounts of coverage that meet any coinsurance requirements, must include vandalism and malicious mischief coverage;

(c) Worker's Compensation Insurance and Employer's Liability Insurance in the minimum amounts required by applicable state law, with all such policies containing waivers of subrogation in favor of Village; and

(d) coverage for all owned, non-owned, and hired vehicles, including the ownership, maintenance and operation thereof, and including loading and unloading thereof. The business automobile liability insurance must provide a combined single limit of $2,000,000.00 per occurrence. The policy shall contain the following endorsements (if available) in favor of Village:

(i) Waiver of Subrogation endorsement TE 2046A;
(ii) 30 day notice of Cancellation endorsement TE 0202A; and
(iii) Additional Insured endorsement TE 9901B.

All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. AFA shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. All insurance policies are to be written by insurance companies qualified to do business in the State of Florida and shall name the Village as additional insured. AFA shall obtain a written obligation on the part of each insurance company to notify Village at least ten (10) days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Village and renewals thereof, as required, shall be delivered to Village at least thirty (30) days prior to the expiration of the respective policy terms.

The Parties agree that the Village shall carry insurance at its sole cost and expense to cover any and all liabilities similar to those described in this Article 5 and the same amounts currently held by the Village which shall include, but not be limited to, coverage for any and all events organized by the Village in the Facilities, during any general use of the Facilities at all hours (including during Customary Business Hours), use of the community center, and for any trespass by any person not authorized to be on the Facility grounds.

Article 6
DEFAULT AND REMEDIES

6.1 AFA Default. The following shall be deemed to be events of default ("**Default**") by AFA under this Agreement:

(a) the theft, fraud or other dishonesty of AFA;

(b) the gross negligence or willful misconduct of AFA;

(c) AFA's failure to pay the Village Fee when due;

(d) AFA's failure to pay when due any federal, state, and local taxes levied, charged or assessed against AFA in connection with any business or activity that AFA will operate from the Facilities;

(e) AFA's failure to maintain the Facilities open for business as set forth in this Agreement;

(f) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, which shall not be unreasonably withheld, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(g) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or any act or omission of AFA that constitutes a breach of this Agreement and the failure by AFA to cure such breach within fifteen (15) days of written notice thereof from Village provided, however, that, if such failure is not reasonably capable of being cured within such fifteen (15) day period, and if AFA shall initiate diligent efforts to cure such failure within such fifteen (15) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate.

(h) A default by AFA of its obligations under that certain Operations and Management Agreement between AFA and the Village for the TIES Property of even date herewith.

6.2 Village Remedies upon AFA Default. Upon the occurrence of any AFA Default described in Section 6.1 or elsewhere in this Agreement, the Village shall have the option to pursue, in addition to all rights and remedies available to the Village at law and in equity, the right to terminate this Agreement by providing AFA written notice and ten (10) business days to cure any AFA Default provided, however, that, if such failure is not reasonably capable of being cured within such ten (10) business day period, and if AFA shall initiate diligent efforts to cure such failure within such ten (10) business day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate.

Article 7
TERM AND TERMINATION

7.1 Term. This Agreement shall continue for a term of thirty (30) years (the "Term"), as extended or sooner terminated under the terms of this Agreement. If the Commencement Date falls on a day other than the first day of a month, then for purposes of calculating the length of the Term, the first month of the Term shall be the month immediately following the month in which the Commencement Date occurs.

7.2 Termination for Cause by the Village. If the Village terminates this Agreement upon the occurrence of an AFA Default pursuant to Section 6.2, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

7.3 Termination without Cause by Village.

(a) This Agreement may be terminated by the Village without Cause in whole or in part at any time, as determined by the Village in its sole and absolute discretion.

(b) Upon Termination by Village without Cause or upon Termination due to Village Default (as defined below) both a "**NBV Termination**", AFA shall be entitled to a return of the total amount of actual, documented costs and expenses incurred by AFA, up to and not exceeding $6,500,000, in the development and construction of the Project ("**Investment Amount**") by AFA under the Development and Construction Agreement. The Investment Amount shall be due in full if the NBV Termination occurs between the Commencement Date and the 10th anniversary from the Effective Date ("**First Period**"). If the NBV Termination occurs between the 10th anniversary of the Commencement Date and the 20th anniversary from the Commencement Date ("**Second Period**"), the Investment Amount shall be reduced by one-half ("**Reduced Investment Amount**"). If the NBV Termination occurs after the 20th anniversary from the Commencement Date ("**Third Period**"), the Investment Amount shall be fully abated and the Village will not owe such Investment Amount to AFA. The Investment Amount shall be paid by the Village within thirty (30) days from the date of termination.

(c) Additionally, upon the occurrence of a NBV Termination, the Village shall pay to AFA an annual amount equal to 7% of the Investment Amount per year remaining in the First Period, 7% of the Reduced Investment Amount per year remaining within the Second Period and 7% of the Reduced Investment Amount per year remaining in the Third Period such amount (the "**Expectation Fee**", and, together with the applicable Investment Amount, the "**Early Termination Fee**"). The Expectation Fee for the year of termination shall be due and payable to AFA within thirty (30) days after the end of such contract year. All subsequent Expectation Fee payments shall be due within thirty days after the end of the applicable contract year. For clarification purposes, please see a sample chart attached hereto as Schedule 2 using a hypothetical Investment Amount for illustrative purposes.

7.4 Termination by School District. In the event, during the Term of this Agreement, the School District terminates that certain Amended and Restated Joint Use Agreement between

the Village and the School District (the "JUA"), the Parties agree that AFA may elect to terminate this Agreement or to continue operating Multi-Purpose Courts for purposes of offering sports programming activities to be determined based on an updated Programming Schedule. No Early Termination Fee will be due by Village to AFA in the event of termination by the School District.

7.5 AFA Indemnity Undertaking. AFA agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney which approval must be timely) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with, AFA's Operation of the Facilities and any AFA Default under this Agreement. Exclusively for purposes of this Section, AFA's Operation of the Facilities shall mean: (a) AFA's management, operation and use of the Multi-Purpose Courts; (b) AFA's use of a portion of the Village Facility. This indemnification provision shall obligate AFA to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, or appellate proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by AFA or persons employed, utilized, or subcontracted by AFA. Notwithstanding the foregoing, AFA's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any person employed, utilized or subcontracted by the Village. This indemnification shall survive for 5 years from the date of this Agreement's termination. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village and its officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village agency or instrumentality which performs any official function under this Agreement;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims in connection with AFA's use of the Facilities. Notwithstanding the foregoing, except in the event of theft, fraud or other dishonesty of AFA, the term "Liabilities" shall not include punitive or exemplary damages.

7.6 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village fails to perform or observe any express, proprietary or non-sovereign duty, term, obligation or agreement of Village under this Agreement in any material respect, and fails to cure such failure within fifteen (15) days of written notice thereof from AFA; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required

by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village, which is not cured by Village as set forth herein, AFA shall have the right to terminate this Agreement upon written notice of termination given by AFA and shall be entitled to the Early Termination Fee.

(b) AFA may terminate this Agreement at any time in the sole discretion of AFA effective upon written notice given by AFA in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal.

7.7 Termination Obligations. Within ten (10) days of the expiration or earlier termination of this Agreement, or upon the termination or suspension of the engagement and services of AFA hereunder, AFA shall:

(a) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the operation of the Facilities, all permits and approvals, plans and specifications maintained or in the possession or control of AFA (except for AFA's personal property both tangible and intangible which shall be removed by AFA) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by AFA at AFA's sole cost and expense);

(b) Assign any contract rights regarding the Project Site;

(c) Surrender the Facilities in good condition, reasonable wear and tear excepted, and loss by fire or other casualty excepted, and shall surrender all keys for the Facilities to Village and shall inform Village of all combinations on locks, safes and vaults, if any, in the Facilities; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly transfer of AFA's services, duties, obligations and activities in connection with the Facilities.

Article 8
MISCELLANEOUS

8.1 No Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and AFA and no other third party shall have any claim to any such right or benefit thereof.

8.2 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and

other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, freight prepaid.

(b) All Notices required or permitted to be sent hereunder shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. Ralph Rosado, Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to AFA, to:

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ctapia@afa.org.ar

With a copy to:

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

8.3 Village Approvals. Any prior approvals required from the Village arising under this Agreement shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by AFA unless earlier approval required ("**Approval Period**"). If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village. Notwithstanding the foregoing, AFA acknowledges that the

Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Facilities. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

8.4 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

8.5 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, Party or Parties may require.

8.6 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

8.7 Assignment. The privileges granted to AFA under this Agreement are personal to AFA and may not be assigned without the prior written consent of the Village at its sole discretion. Any assignment of this Agreement shall not relieve AFA from liability under this Agreement and AFA shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

8.8 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

8.9 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

8.10 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

8.11 Time of Essence. Time is of the essence of this Agreement.

8.12 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Village and AFA.

8.13 Amendments. This Agreement may not be modified, altered or amended except

pursuant to a written instrument executed by Village and AFA with the same formalities of this Agreement, including, without limitation, approval of the amendment by the Village Commission.

8.14 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the Project Site, the Improvements or the Facilities, which shall remain at all times the property of the Village. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

8.15 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

8.16 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

8.17 Non-Discrimination. In the performance of its obligations under this Agreement, AFA shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

8.18 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.**

8.19 Drug Free Workplace. AFA shall at all times comply with, and shall use its good

faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

8.20 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, labor or materials shortage, or any other cause that is not within the reasonable control of AFA or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

8.21 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees not to disclose financial information regarding AFA or other information marked or stamped as being proprietary or confidential by AFA (such as, without limitation, general construction cost data, bank accounts maintained by AFA, or information regarding other projects constructed, developed, leased or managed by AFA) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

8.22 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

8.23 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

8.24 Compliance with Federal, State and Local Laws. AFA understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and AFA agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, AFA agrees to require AFA's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time.

8.25 Further Assurances. In addition to the obligations required to be performed under this Agreement by the Parties, the Parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

8.26 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents.

8.27 Entire Agreement. This Agreement, along with its exhibits contains the final and entire agreement between the Parties with respect to AFA's engagement hereunder. The Parties shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

8.28 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ASOCIACION DE FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____
Name:_____
Title:_____

Attest:

_____
Village Clerk

NORTH BAY VILLAGE, a Florida municipal corporation

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

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

SCHEDULE 1
APPROVED AGENTS

- Project Football LLC, a Florida limited liability company

SCHEDULE 2
EXPECTATION FEE CALCULATION

Year	Investment Amount	Expectation Fee to be paid in the following years (annual payments)
1	$ 6,500,000	10 payments of $455,000
2	$ 6,500,000	9 payments of $455,000
3	$ 6,500,000	8 payments of $455,000
4	$ 6,500,000	7 payments of $455,000
5	$ 6,500,000	6 payments of $455,000
6	$ 6,500,000	5 payments of $455,000
7	$ 6,500,000	4 payments of $455,000
8	$ 6,500,000	3 payments of $455,000
9	$ 6,500,000	2 payments of $455,000
10	$ 6,500,000	1 payments of $455,000
11	$ 3,250,000	10 payments of $227,500
12	$ 3,250,000	9 payments of $227,500
13	$ 3,250,000	8 payments of $227,500
14	$ 3,250,000	7 payments of $227,500
15	$ 3,250,000	6 payments of $227,500
16	$ 3,250,000	5 payments of $227,500
17	$ 3,250,000	4 payments of $227,500
18	$ 3,250,000	3 payments of $227,500

19	$ 3,250,000	2 payments of $227,500
20	$ 3,250,000	1 payment of $227,500
21	None	10 payments of $227,500
22	None	9 payments of $227,500
23	None	8 payments of $227,500
24	None	7 payments of $227,500
25	None	6 payments of $227,500
26	None	5 payments of $227,500
27	None	4 payments of $227,500
28	None	3 payments of $227,500
29	None	2 payments of $227,500
30	None	1 payment of $227,500

EXHIBIT A

PROJECT SITE

- The Galleon Street site consists of an approximately 48,000 square-foot (1.10 acres) parcel, with address documented as 1851 Galleon Street, North Bay Village. This site is developed with municipal facilities, including an approximately 10,000 square-foot mini-park and playground; a structure that lately housed the North Bay Village Police Communications Center (now relocated), and the Village's Public Works storage yard and wastewater pump station facility. The above-ground pump station is expected to be demolished and placed underground in/by August of 2024, thereby making that portion of the site available for recreational use.

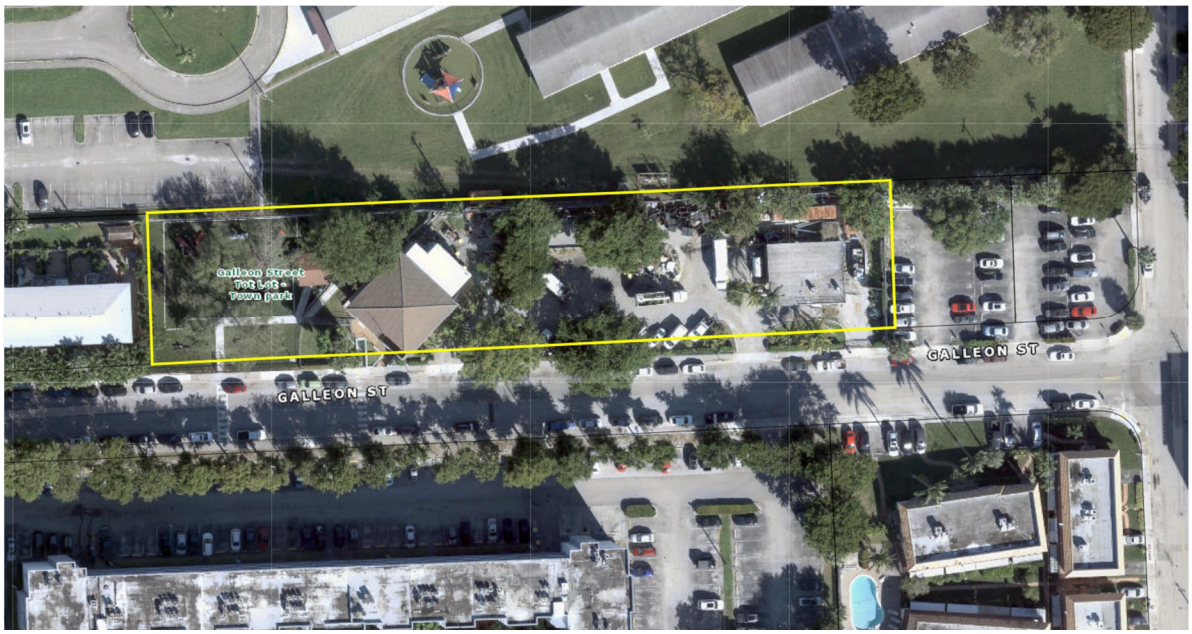

EXHIBIT B

ADDITIONAL SERVICES

SERVICE	**DESCRIPTION**
AFA-organized events for the public throughout the year	Two events will be organized per calendar year, per mutual agreement of NBV and AFA annually.

EXHIBIT C

PROGRAMMING SCHEDULE

Galleon Padel and Pickleball Courts		
Day	**Time**	**Activity**
Mon-Sun	8 am	Public Use
Mon-Sun	9 am	Public Use
Mon-Sun	10 am	Public Use
Mon-Sun	11 am	Public Use
Mon-Sun	Noon	NBV Use
Mon-Sun	1 pm	NBV Use
Mon-Sun	2 pm	NBV Use
Mon-Sun	3 pm	NBV Use
Mon-Sun	4 pm	NBV Use
Mon-Sun	5 pm	Public Use
Mon-Sun	6 pm	Public Use
Mon-Sun	7 pm	Public Use
Mon-Sun	8 pm	Public Use
Mon-Sun	9 pm	Public Use
Mon-Sun	10 pm	Public Use
Mon-Sun	11 pm	Public Use

EXHIBIT D

PRICE LIST

Field Usage Fee

Padel: $110.00 per hour

DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT

(TIES Property)

This DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT (the "**Agreement**"), made effective as of February ___, 2024 (the "**Effective Date**"), by and between NORTH BAY VILLAGE, a Florida municipal corporation (the "**Village**") and ASOCIACION DE FUTBOL ARGENTINO, an association formed under the laws of the Republic of Argentina ("**AFA**"). The Village and AFA shall be referred to individually as a "**Party**" and/or collectively as the "**Parties.**"

RECITALS:

A. The Village is a party to that certain Joint Use Agreement dated July 20, 2020, which is in the process of being amended and restated by way of that certain Amended and Restated Joint Use Agreement a draft of which is attached hereto as **Exhibit "A"** ("**JUA**") with the School Board of Miami-Dade County, Florida (the "**Board**") whereby the Village and Board agreed to redevelop and share the use of the fields at Treasure Island Elementary School (as such fields are further described in **Exhibit "B"**, the "**TIES Property**") and to contemplate redevelopment and use by AFA pursuant to this Agreement and the Management Agreement (as defined below). The attached JUA was approved by the Board on September 21, 2023 and is subject to continued negotiations on certain items without requiring further Board approval. The JUA will be signed upon approval by the Board of this Agreement and the Management Agreement.

B. The Village and AFA have agreed that AFA will pay for and coordinate the development on the TIES Property of the following improvements (the "**Project**"), which is owned by the Board, as such Project is further described in the specifications attached hereto as **Exhibit "C"** (the "**Description of Improvements**") and in the proposal and recommendations submitted by AFA regarding the concept, development strategy, architectural and design schedule guidelines, process and strategy for obtaining governmental approvals, construction schedule requirements, construction budget requirements, and other relevant construction and development matters related to the Project (the "**AFA Proposal**") and which include: (i) one synthetic turf soccer field for 11 on 11 play, designed and built to professional soccer standards; (ii) four synthetic turf soccer fields for 5 on 5 play (all five soccer fields, the "**Soccer Fields**"); and (iii) lighting for the Soccer Fields (such improvements, the "**TIES Property Improvements**").

C. The Parties acknowledge that the Village will be financially responsible solely for certain improvements to the TIES Property listed in the Preliminary Budget attached hereto as **Exhibit "D"** ("**Village TIES Improvements**").

D. The Village and AFA have simultaneously entered into that certain Management and Operations Agreement (the "**Management Agreement**"), whereby, upon Completion of the Project (as defined below), AFA (or a third party engaged by AFA and approved by the Village

and the Board) shall manage and operate the Project on behalf of the Village in accordance with the terms contained in the Management Agreement.

E. This Agreement is not, and shall not be deemed to be, a development agreement under Section 163.3220 of the Florida Statutes.

F. The Parties agree that the terms of this Agreement are in compliance with applicable laws and regulations, and are expressly subject to prior review, consideration and approval by the Village Commission as a condition precedent to its execution.

G. The Parties agree that their use of the TIES Property and the TIES Property Improvements together with the Village TIES Improvements shall at all times be subject to the JUA. In the event of any inconsistency between the terms of this Agreement and the JUA, the JUA shall control.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Article 1
DEVELOPMENT MANAGEMENT

1.1 Engagement of AFA. In connection with the development of the Project, AFA shall have the responsibilities described in this Article 1. For the avoidance of doubt, except as provided in this Agreement, AFA shall have all responsibility, and the Village shall have none, in connection with the development and management of the construction of the Project.

(a) Subject to the Village's and the Board's approval of such appointment, AFA shall appoint a licensed professional engineer as its project representative (the "**AFA Representative**"). All references to AFA performing tasks related to development of the Project pursuant to this Article 1 shall be interpreted as being performed by AFA, through the AFA Representative. The AFA Representative shall coordinate the General Contractor, Project Architect, Engineers, (as such terms are defined below) and other consultants and professionals, in order to value engineer the Project and complete Approved Plans and Description of Improvements as more fully provided for under Section 1.2. AFA agrees that its contract with the AFA Representative (the "**AFA Representative Contract**") shall include a provision which states that the Village and the Board are express third-party beneficiaries of all obligations of the AFA Representative under the AFA Representative Contract. Such provisions shall also provide that the AFA Representative agrees (a) that the Village or the Board may bring legal actions under the AFA Representative Contract in its name as beneficiary without the participation of AFA strictly upon the occurrence of an AFA Default; and (b) that all warranties, express and implied, run to AFA, the Board and the Village. AFA shall require the general contract for the Project to be bonded including a payment and performance bond for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes in compliance

with Section 1.1(h) below.

(b) The Village has appointed Public Works Director Marlon Lobban, PE (including any successors or substitutions of any of the foregoing) as Village's representative for the Project (the "**Project Representative**").

(c) Subject in any case to the Village's and Board's approval, AFA shall select and retain all contractors and consultants including: architectural, civil, structural, mechanical, electrical, landscape and geotechnical engineers (collectively, "**Engineers**") along with the general contractor and subcontractors, and the interior designer and other consultants and professionals for the Project, as appropriate. Notwithstanding anything to the contrary herein, AFA shall review the bids with Project Representative prior to selection of the Engineers and General Contractor and shall seek approval of the Village Project Representative and the Board regarding the final selection of the Engineers and General Contractor. The general contractor selected for the Project is herein called the "**General Contractor**" and the architect selected for the Project is herein called the "**Project Architect**." Upon selection of the General Contractor, Project Architect, Engineers, and other consultants and professionals, AFA shall assemble and negotiate the terms and conditions of the contracts therefor in consultation and cooperation with Village. Engineers shall be licensed professional engineers as provided in Chapter 471, Florida Statutes. Project Architect shall be a registered architect as provided in Chapter 481, Florida Statutes. General Contractor shall be a licensed general contractor under the laws of the State of Florida and be on a list of Board approved General Contractors provided by the Board or approved by the Board.

(d) AFA (in consultation with the Project Representative) shall finalize the construction budget for the Project (including hard costs and soft costs, acquisition costs, and cost of equipment) (as may be adjusted from time to time, the "**Construction Budget**"), a Project logistics plan for the Project staging of construction activities, crews, materials and equipment ("**Logistics Plan**"); and a development schedule (including any critical path performance dates, the "**Development Schedule**"), which development schedule shall conform to the Construction and Phasing Schedule attached to the JUA and contain the following: visible construction work to commence no later than 9 months from the Effective Date of the JUA and to be completed, as evidence by an issued Certificate of Occupancy issued by the Board's Building Department, within 12 months after commencement.

(e) The Village will have no responsibilities or obligations in connection with obtaining financing to build or operate the Project. Rather, AFA shall be responsible for any and all costs in connection with the Project, including without limitation, the repayment of any financing and costs in connection therewith. For the avoidance of doubt, any financing obtained by AFA shall not result in the imposition of any mortgage, security interest or lien upon the TIES Property. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, AFA shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. Notwithstanding the foregoing, the Village shall be financially responsible for the Village TIES Improvements as set forth in the Preliminary Budget. The Village shall be financially responsible for any overage for the Village Galleon Improvements.

(f) AFA shall provide regular monitoring of design and development and construction and completion progress for the Project in consultation and with the involvement of Project Representative.

(g) AFA shall promptly review and pay all payment applications and invoices from the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers, to AFA for work performed on the Project.

(h) Village and the Board shall have the right to review all bids received by AFA in connection with the Project and provide comments or request reasonable edits, including, without limitation, on matters concerning the TIES Property Improvements and the Village TIES Improvements. Upon selection of the General Contractor, AFA shall enter into a guaranteed maximum price general construction contract for the construction of the Project, which shall include all labor, materials, equipment and supplies for the construction of the Project, as well as General Contractor's overhead and profit (the "**GMP Contract**"), to be entered into between the General Contractor and AFA. At the Village's option, pursuant to such GMP Contract, the Contractor shall be obligated to construct the Village TIES Improvements on behalf of the Village pursuant to specifications submitted by the Village and upon conditions to be set forth in the GMP Contract. Prior to executing the GMP Contract with General Contractor, AFA shall submit the execution version of the GMP Contract to the Village for approval. AFA agrees that the GMP Contract shall include a provision which states that the Village and the Board are an express third-party beneficiary of all obligations of General Contractor under the GMP Contract and that the Project Representative shall be promptly notified by the General Contractor in the event that, during construction, any Village TIES Improvement in the approved construction budget increases, for any reason, more than 5%. Such third-party provisions shall also provide that the General Contractor agrees (a) to provide a separate invoice for the Village TIES Improvements; (b) that the Village or the Board may bring legal actions under the GMP Contract in its name as beneficiary without the participation of AFA; and (c) that all warranties, express and implied, run to both AFA and the Village or the Board. The GMP Contract shall also include a provision which states that, in the event of a default hereunder by AFA which remains uncured for more than thirty (30) days, the Village, at its option, may elect to invoke the automatic assignment to the Village of all agreements and contracts between AFA and any subcontractors (along with any purchase orders for materials, if any), in the event that Village enforces its rights under the GMP Contract as described above. AFA agrees that mere consultation with the Project Representative shall impose no liability on the Village for any recommendations made to AFA nor affect any of AFA's obligations hereunder. The General Contractor shall be bonded and shall provide a payment and performance bond (the "**Performance Bond**") for the full construction of the Project consistent with the requirements and regulations contained in Section 255.05 of Florida Statutes. The Village shall be named as a dual obligee on any such bonds with respect to the Project. AFA must, within three (3) days of the effective date of the GMP Contract, deliver to the Village the Performance Bond in a form acceptable to the Village. The surety providing the Performance Bond 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). If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the GMP Contract is

required by the provisions of any bond to be given to a surety, the amount of the Performance Bond shall be adjusted accordingly.

(i) AFA shall, in consultation with Project Representative, select subcontractors and sub-subcontracts. AFA shall (i) analyze subcontractor bids along with General Contractor, and (ii) advise Village with respect to the selection of subcontractors and the award of the subcontracts. The Village acknowledges that Project Football, LLC is pre-approved as a subcontractor for the provision of services under this Agreement.

(j) AFA will apply for and use commercially reasonable efforts to obtain or cause to be obtained all approvals necessary for the construction and development of the Project, including, without limitation, planning, zoning or rezoning, plat, site plan approval, licenses, variances and approvals, as necessary, as required by the Board and all applicable governmental agencies, bodies, boards and tribunals, with jurisdiction over the construction of the TIES Property (collectively, the "**Governmental Authorities**"), including building permits, certificate of occupancy and similar approvals for the construction, development, and use of the Project. AFA with the Village's assistance will also negotiate with the applicable municipal and public utility bodies for providing water, sewer and drainage utilities, electric, telephone and telecommunication services and facilities to the Project and cause the necessary documentation to effectuate same to be prepared. The Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Project or any operations at the Project. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

(k) AFA shall conduct meetings on a regular schedule with Project Representative, General Contractor, the Project Architect, Engineers, and other consultants and professionals in order to coordinate the work to be done pursuant to the Approved Plans and Description of Improvements and shall give reasonable prior notice to Village of such schedule. The Parties agree that such meetings shall take place no more than once every thirty (30) days prior to the commencement of construction of the Project and thereafter no more than once every fifteen (15) days until Completion of the Project in accordance with this Agreement unless an urgent matter arises which requires an emergency meeting (said meetings may be called by the Project Representative, General Contractor, Project Architect, Engineers or AFA). AFA shall render to Village a monthly report, which report shall contain the following information as to the Project:

(1) the actual progress of work achieved on the Project during such month and to date, including the issuance of a monthly updated (a) critical path method schedule for the Project, (b) site logistic plan, (c) cash flow projection plan, estimating the flow in and out of the Project expenses on a monthly basis or other frequency agreed to by the Parties, and (d) contract change order log, including any outstanding potential change orders and change order requests;

(2) the actual expenditures made, during such month and to date, by category of expenditure and a Development Schedule report;

(3) reports of payments (including receipts) made to the General Contractor, Project Architect, Engineers, and all other consultants, professionals and material suppliers;

(4) the estimated cost and time to complete the Project using acceptable industry construction cost estimation methods; and

(5) any change orders, Construction Budget changes and/or Logistics Plan changes for the preceding month. AFA acknowledges and agrees that the creation of a contingency fund shall be formally established in the GMP Contract; the use of contingency funds shall be for certain permitted uses by General Contractor as will be documented in the GMP Contract in consultation with the Village and Project Representative.

(l) Without limitation of the foregoing, AFA, together with the Project Architect, shall conduct regular monthly meetings (or as needed) with General Contractor to review with General Contractor unpaid requisitions and monthly draws, and AFA, together with Project Architect, shall review and process requisitions of payment received from General Contractor in accordance with the terms of its GMP Contract. Project Representative shall be provided prior notice and be permitted to attend and participate in all such meetings.

(m) AFA shall monitor the construction of the Project by the General Contractor in accordance with the terms of this Agreement and the GMP Contract.

(n) AFA shall establish and administer a change order program. AFA shall have the right to negotiate any change orders pursuant to the GMP Contract and any other Project contractual commitments, including without limitation, any change orders required to meet requirements of Governmental Authorities. AFA shall inform Village of such change orders and shall maintain records thereof. Notwithstanding anything to the contrary herein, if any change order affecting the Project (i) exceeds $250,000 individually, or (ii) will result in a material delay to the Development Schedule of the Project, then AFA shall provide written notice to Village and Village Manager of any such change order prior to negotiating or approving same. Without limitation of the foregoing, the Village, acting by written directive of the Village Manager, may order in good faith design changes to the Village TIES Improvements consisting of additions, deletions or other revisions, that will not result in a delay to the Development Schedule of the Project and do not exceed $250,000 in the aggregate.

(o) At the Village's option, the Village TIES Improvements will be constructed by the General Contractor pursuant to and the GMP Contract. AFA acknowledges and agrees that it will have an opportunity to review the scope and timeline of the Village TIES Improvements and that performance by the Village of the Village TIES Improvements shall not excuse AFA from performing its obligations pursuant to this Agreement. Notwithstanding the foregoing, the Village

agrees to use reasonable efforts to coordinate its construction schedule with AFA to reduce disruption in the execution of the Project by AFA. Village agrees that it shall promptly pay, in accordance with the Florida Prompt Payment Act, Fla. Stat. Ch. 218, for all Village TIES Improvements invoiced by the General Contractor to AFA and in any event prior to AFA's obligation to transfer payment to the General Contractor.

(p) AFA, in consultation with the Village's Project Representative, shall negotiate the closeout of the GMP Contract, including completion of punch-list items, occupancy certificates and final payment.

(q) Construction activities shall not interfere with or disrupt the Board operation of the Treasure Island Elementary School. AFA shall require that its contractors take all necessary safety precautions during the work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the Board Administrator and assigned District Project Manager to assure the safety of the Board's students, staff, visitors, invitees and the public at all times. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted during School hours, or in the event AFA requires access to the TIES Property for any other reason, AFA shall first secure the approval of the School Administrator. In addition, AFA agrees to minimize noise, dust and/or odor during construction within the TIES Property to the extent possible and shall work collaboratively with the School Administrator in this regard. AFA acknowledges and agrees that if the Board, or its designee, requests that AFA cease any work within the TIES Property due to unreasonable interference to the School or otherwise or violation of any applicable rules and regulations or the Board's criteria, then AFA shall immediately discontinue its activities at the TIES Property, and shall proceed only after the Board, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized AFA to continue.

(r) AFA shall (1) complete at its own cost and expense within 90 days from the Effective Date the Fence Work as defined in the JUA; and (2) jointly with the TIES Property Improvements, repaint the exterior of the TIES school building at no cost to the Village or the Board.

(s) In addition, the Parties agree that the Village shall be solely responsible for the payment of the administrative fee to the Board for project management related tasks as defined in Article VII of the JUA.

1.2 Preparation of Plans and Specifications.

(a) AFA hereby agrees and acknowledges that the Design Development Plans (as defined below) for the Project shall be substantially in the form attached hereto as **Exhibit "E"**.

(b) AFA shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare the design development plans and specifications that further define the scope of the Project based on the Description of Improvements (collectively, the "**Design Development Plans**"). The Village and the Board shall be entitled to review and approve

(or disapprove and provide express reasons for such disapproval) the Design Development Plans for the Project.

(c) Upon approval by Village and the Board of the Design Development Plans for the Project, AFA shall direct the Project Architect and Engineers (and other required professionals and consultants) to prepare and to submit to Board for approval, final permit and construction plans and specifications for the Project that further define the scope depicted in the Design Development Plans (the "**Construction Drawings**"). The Village and the Board shall be entitled to review and approve (or disapprove and provide express reasons for such disapproval) the Construction Drawings for the Project. The final Construction Drawings as approved by Village (as the same from time to time may be modified or amended and approved by Village), are termed the "**Approved Plans and Description of Improvements**."

1.3 Overall Standard of Care. AFA acknowledges that in performing its duties and obligations it shall at all times follow directives issued by the AFA Representative. In carrying out its duties and obligations, AFA shall perform the services under this Agreement in accordance with the highest standards of care, skill, prudence and diligence that an experienced professional developer of projects in South Florida similar to the Project would be expected to use and exercise in the conduct of such development, and the responsibility of AFA in performing its duties and obligations hereunder shall be measured in each case against the standards of performance described in this Section or otherwise in this Agreement. AFA shall not be responsible for matters beyond its reasonable control (including Village's or Board's failure or delay to authorize or permit AFA to take any actions or make any expenditures required to meet these standards). Except as expressly authorized under this Agreement, or unless otherwise approved by Village, AFA shall deal at "arms-length" with all third parties and shall not make any payment to or enter into any arrangement with respect to the Project with any affiliated or related party of AFA, without the prior written disclosure to and prior written consent of Village, which consent shall not be unreasonably conditioned, delayed or withheld.

1.4 Village's Responsibilities. Village hereby covenants that:

(a) Village shall promptly provide full information regarding Village's requirements for the Project.

(b) Village shall furnish AFA with all reports, plans, documents and information reasonably required for the performance by AFA of the scope of its duties and responsibilities under this Agreement in Village's and/or Board's possession or of which Village and/or Board has knowledge (and not in possession or knowledge of AFA).

(c) For purposes of this Agreement, any approval by the Village shall mean the approval by the Village Manager (or his or her designee). Any such approval shall not be unreasonably withheld or denied. If, within twenty (20) business days after Village's receipt of any written request from AFA for any approval or consent under this Agreement, Village does not approve or disapprove such item, then AFA may proceed on the assumption that such item has been approved.

(d) Village shall cause Project Representative to remain generally available to perform Village's duties and obligations under this Agreement and be involved throughout the term of this Agreement on behalf of Village to the extent reasonably necessary for Village to perform its obligations under this Agreement, including without limitation, Village providing feedback and approval, as warranted, with respect to certain development and construction matters hereunder.

(e) Village shall cooperate with AFA in connection with the construction of the Project (including, without limitation, attending such meetings as are necessary, and signing documents, applications, instruments and agreements in furtherance of completing the Project) and, upon the written request of AFA, from time to time, also shall coordinate with AFA any interaction with private and public sector entities that may have standing with respect to the Project and those having approval or regulatory authority regarding the Project.

(f) The Village shall not be responsible for the payment of ad valorem taxes for the TIES Property nor any portion thereof subject to shared use agreements. AFA agrees to execute any documentation or take such other action necessary to avoid creating an obligation to pay ad valorem taxes on the TIES Property. If, for any reason whatsoever, the Village has to pay ad valorem taxes in connection with the TIES Property, AFA agrees to reimburse the Village for an amount corresponding to such ad valorem taxes within five (5) business days after payment of such ad valorem taxes is made by the Village.

(g) Subject to review by the Village Manager and the Village Attorney (which review shall not be unreasonably withheld, conditioned or delayed), the Village agrees to execute acknowledgements and/or customary consents to all agreements, contracts and documentation negotiated between AFA and General Contractor, Project Architect, Engineers, and other consultants and professionals for the Project.

(h) The Village hereby agrees and acknowledges that to the extent there is a delay in completion and delivery of any portion(s) of the Project, subject to subsection (l) below, the Village shall request a partial temporary certificate of occupancy from the Board for the portions of the Project Improvements that have been completed consistent with applicable building code requirements, provided, however, that shall not be a waiver of the Village's claims pursuant to this Agreement.

(i) This Agreement shall not impose any obligation upon the Village in its regulatory capacity.

Article 2
AFA'S WARRANTIES AND REPRESENTATIONS

2.1 Authorization. AFA represents that it is an entity validly existing and in good standing as a civil association in the Republic of Argentina. The execution, delivery and performance of this Agreement by AFA has been duly authorized, and this Agreement is binding on AFA and enforceable against AFA in accordance with its terms. No consent of any other person

or entity to such execution, delivery and performance is required.

2.2 Licensing. AFA, on behalf of the AFA Representative, the General Contractor, the Engineers and the Project Architect ("**AFA's Consultants**"), hereby warrants and represents that at all times during the term of this Agreement all such AFA's Consultants shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform its duties and obligations for Village under this Agreement.

2.3 Expertise. AFA further warrants and represents that AFA's Consultants have the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

2.4 Financial Resources. AFA has the financial resources available to it for the complete and timely performance of its duties and obligations contemplated under this Agreement.

Article 3
AGREEMENT TERM AND CONTINGENCY

3.1 Term. This Agreement shall continue from the Effective Date until completion of the Project, unless otherwise earlier terminated pursuant to, and in accordance with, the terms hereof. For all purposes of this Agreement, the term "**Completion of the Project**" shall mean the latest to occur of: (a) issuance by the Project Architect of a certificate stating that the Project has been substantially completed in accordance with the Approved Plans and Description of Improvements (and any and all approved change orders from time to time) and (b) the issuance by the General Contractor of a final bond release and the payment of final retainage under the GMP Contract and the performance of final punch-list items, and (c) the issuance of a CO for the Project, and (d) the completion of all material punch-list items which would otherwise unreasonably interfere with the Village and AFA's ability to safely and lawfully occupy, use, and operate the Project in the ordinary course of business.

3.2 Agreement Subject to JUA. The Parties agree that their activities at the TIES Property shall at all times be subject to the JUA (in which references to the Village's construction activities are to be interpreted as AFA's construction activities hereunder). In the event of any inconsistency between the terms of this Agreement and the JUA, the stricter standard set forth in each of the Agreements shall control.

3.3 Contingent. The Parties agree that their mutual obligations pursuant to this Agreement shall not become effective unless and until (1) the Board has approved this Agreement and the Management Agreement pursuant to the terms of the JUA; (2) the Village has executed the Operations and Management Agreement with AFA relating to TIES; and (3) the JUA is fully executed.

Article 4.
TERMINATION AND SUSPENSION; INDEMNITIES.

4.1 Termination for Cause by the Village.

(a) Notwithstanding the term of this Agreement as established under Section 3.1 hereof, the engagement and services of AFA under this Agreement may be terminated at any time in the good faith sole discretion of Village effective upon written notice given by Village upon the occurrence of any of the following (each, a "**Cause**"):

(1) Subject to Force Majeure Events (as defined below) and delays caused by the Village, AFA's failure to commence construction of the Project within thirty-six (36) months after the Effective Date.

(2) The dissolution of AFA or the sale, assignment, pledge or conveyance of this Agreement not previously approved by the Village in its sole discretion, or the placement of AFA, its principals or affiliates on the convicted vendors list, or if they are convicted of any crime involving moral turpitude;

(3) (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of AFA; (ii) AFA shall commence any voluntary proceeding under present or future U.S. federal law or the bankruptcy laws of Argentina or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against AFA in any involuntary proceeding against AFA under present or future U.S. federal or Argentinian bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against AFA and shall continue for a period of ninety (90) days after commencement without dismissal; or

(4) Any AFA Default;

(5) A default by AFA of its obligations under that certain Development and Construction Agreement between AFA and the Village for the Galleon St. Property dated [DATE].

If the Village terminates this Agreement for Cause, AFA shall not be entitled to any compensation, reimbursement, or the recoupment of any costs sustained in the performance of this Agreement.

4.2 Termination without Cause by Village. This Agreement may be terminated by the Village without Cause in whole or in part at any time, in the best interest of the Village. If the Agreement is terminated before Completion of the Project, AFA shall be entitled to reimbursement for expenses involving the Village fee, legal, architectural, engineering and other expenses prior to the Effective Date for an amount equal to three hundred thousand and NO/100 (USD$300,000.00) US Dollars; plus all costs and expenses from the construction and development of the Project including, but not limited to, construction costs, permitting fees, architectural and engineering fees, environmental studies and surveys, that can be substantiated

(the "**Investment**") plus a development fee in the amount of ten percent (10%) of such Investment (the "**Development Fee**"). All work in progress will become the property of the Village and will be turned over promptly by AFA.

4.3 AFA Indemnity Undertaking. AFA agrees to indemnify, defend (at its own cost and expense by defense counsel reasonably acceptable to the Village Attorney) and hold harmless each Village Indemnitee (as defined herein) from and against any and all Liabilities that may be incurred by such Village Indemnitee by reason of, or in connection with (a) any AFA Default under this Agreement; and (b) the development of the Project, provided that such Liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of AFA, the General Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. This indemnification provision shall obligate AFA to investigate, adjust, and respond (at its own expense) to any such claims, actions, demands and through investigatory, administrative, appellate, supplemental or bankruptcy proceedings, and to any and all claims of liability and all suits and actions of every name and description covered by this Section, which may be brought against the Village whether performed by AFA or persons employed, utilized, or subcontracted by AFA. Notwithstanding the foregoing, AFA's obligation to indemnify, defend and hold Village harmless hereunder shall not extend to liability caused solely by the willful misconduct or gross negligence of the Village or any Village Indemnitee. This indemnification shall survive for 5 years from the date of this Agreement's termination or Completion of the Project. For the avoidance of doubt, the failure of AFA to achieve Completion of the Project in accordance with the Development Schedule other than as a result of a Force Majeure Event, and absent a delay or default by the Village or Board, shall trigger AFA's obligation to indemnify Village as described above. For purposes of this Agreement, the following terms have the following meanings:

(i) "**Village Indemnitee**" means each of the Village, the Board and their respective officers, directors, employees, and successors and assigns, jointly and severally, as well as any Village or Board agency or instrumentality which performs any official function under this Agreement;

(ii) "**Liabilities**" means any and all, liabilities, indebtedness, obligations, expenses, claims, demands, actions, causes of action, suits, damages, costs, penalties, decrees, deficiencies, guarantees or endorsements of any type, whether accrued, absolute, contingent, matured, unmatured or otherwise (including costs and reasonable attorneys' fees and disbursements), and whether or not arising out of third party claims. Notwithstanding the foregoing, except in the event of the theft, fraud or other dishonesty of AFA (to the extent such action otherwise constitutes a AFA Default under item (1) of Section 4.3(iii) hereof after giving effect to the last sentence thereof), the term "Liabilities" shall include punitive or exemplary damages; and

(iii) "**AFA Default**" means with respect to the performance of its duties under this Agreement or otherwise in connection with the Village or the Project: (1) the theft, fraud or other dishonesty of AFA; (2) the negligence or willful misconduct of AFA; (3)

any act or omission of AFA that constitutes a breach of this Agreement and the failure by AFA to cure such breach within thirty (30) days of written notice thereof from Village; provided, however, that, if such breach is not reasonably capable of being cured within such thirty (30) day period, and if AFA shall initiate and document such diligent efforts to cure such breach within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any governmental agency or instrumentality to effect such cure, whichever is earlier; or (4) a default by AFA pursuant to that certain Amended and Restated Development and Construction Agreement of even date herewith for the Galleon St. Property.

4.4 Village Default; Termination; Indemnity Undertaking.

(a) Village shall be in default under this Agreement ("**Village Default**") if Village fails to perform or observe any express, proprietary or non-sovereign duty, obligation or agreement of Village under this Agreement in any material respect, and fails to cure such failure within thirty (30) days of written notice thereof from AFA; provided, however, that, if such failure is not reasonably capable of being cured within such thirty (30) day period, and if Village shall initiate diligent efforts to cure such failure within such thirty (30) day period, and thereafter diligently shall pursue such cure, then such cure period shall be extended for such period of time as is reasonably necessary under the attendant facts and circumstances to cure such failure, such extension not to exceed, however, ninety (90) days in the aggregate or any lesser period required by any Governmental Authority or instrumentality to effect such cure. Upon the occurrence of a Default by Village, which is not cured by Village as set forth herein, AFA shall have the right to terminate this Agreement upon written notice of termination given by AFA and shall be entitled to the amounts described in Section 4.2.

(b) AFA may terminate this Agreement at any time in the sole discretion of AFA effective upon written notice given by AFA in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part (i.e. more than 50%) of the property or assets of Village; (ii) Village shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against Village in any involuntary proceeding against Village under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against Village and shall continue for a period of Ninety (90) days after commencement without dismissal. Any termination by AFA arising under Section 4.4(b) above entitles AFA to the amounts described in Section 4.2, provided, however, that no such amount shall be due by the Village in the event the breach was caused by a breach by the Board of the Board's obligations pursuant to the JUA, in which case, the Village agrees to reasonably cooperate with AFA in enforcing its rights pursuant to the JUA and seeking reasonable compensation for such breach.

4.5 Termination Obligations. Within ten (10) days of the expiration or earlier

termination of this Agreement, or upon the termination or suspension of the engagement and services of AFA hereunder, AFA shall:

(a) Provide a final accounting to Village for the Project along with an affidavit of payment of debts and claims and a written consent from the surety in form and substance acceptable to the Village;

(b) Deliver to the Village, or a third party designated by Village, all materials, supplies, equipment, keys, contracts and documents, copies of all books of account and records regarding the construction of the Project, all permits and approvals, plans and specifications maintained or in the possession or control of AFA (except for AFA's personal property both tangible or intangible which shall be removed by AFA) under this Agreement and/or pertaining to the Project (copies of which may be made and retained by AFA at AFA's sole cost and expense);

(c) Assign any contract rights regarding the TIES Property; and

(d) Furnish all such information, take all such other action, and cooperate with Village as Village shall reasonably request in order to complete the orderly termination and transfer of AFA's services, duties, obligations and activities on the Project.

Article 5
INSURANCE

5.1 Insurance to Be Maintained by AFA. AFA shall purchase and maintain insurance of the type and extent as set forth on **Exhibit "F"** attached hereto. All such insurance maintained by AFA in connection with the Project shall name Village, The School Board of Miami-Dade County, Florida and their members, officers and employees and the Project Representative as additional insureds and, with respect to matters arising from AFA's negligence or willful misconduct, shall be primary as against any policies maintained by Village, but shall be excess and non-contributing as against any policies maintained by General Contractor or its subcontractors. Upon written instruction from the Village specifying any other reasonable entities to be included as an additional insured, AFA shall add such entities as additional insureds as provided herein.

5.2 Construction Insurance. AFA shall instruct General Contractor to obtain, prior to commencement of any work, and at its sole cost and expense, and thereafter at all times during the performance of the construction contract with General Contractor until Completion of the Project (or such longer period as specified in the GMP Contract), maintain, and instruct General Contractor to have each subcontractor and sub-subcontractor to obtain, and thereafter at all times during the performance of this Agreement, maintain, at each subcontractor's and sub-subcontractor's sole cost and expense, the insurance required to be maintained as set forth on **Exhibit** "**F**" attached hereto. AFA shall instruct General Contractor to monitor each subcontractor's and sub-subcontractor's insurance to require each subcontractor and sub-subcontractor to maintain such insurance until Completion of the Project.

5.3 Cooperation. Village and AFA shall cooperate with the other Party and with General Contractor in connection with the processing of claims and the collection of any insurance proceeds that may be payable in the event of loss or claim under any of the policies of insurance maintained by each, and execute and deliver to the insurers such proofs of loss and other documents as may be required for the recovery of the proceeds of any such insurance.

5.4 Insurance Schedule. Village and AFA acknowledge that the insurance coverage held by General Contractor and all subcontractors must be approved by Village.

Article 6
MISCELLANEOUS

6.1 Estoppel Certificate. Each Party shall from time to time, within thirty (30) days after receipt of written request from the other Party, or the other Party's lender(s), execute and deliver to the requesting party written estoppel certificates, containing the reasonably requested information, including, without limitation, a certification that this Agreement is in full force and effect.

6.2 No Third Party Beneficiaries. The rights granted under this Agreement shall be solely for the benefit of Village and each person comprising the Village Indemnitee, and AFA and no other third party shall have any claim to any such right or benefit thereof.

6.3 Notices.

(a) Any and all notices, demands, consents, approvals, offers, elections and other communications required or permitted under this Agreement (collectively, "**Notices**") shall be deemed given if in writing and the same shall be given by a nationally recognized overnight delivery service, postage prepaid.

(b) All Notices required or permitted to be sent hereunder shall be provided to the Board as well as its intended recipient and shall be deemed to have been given for all purposes of this Agreement (i) if delivered by hand upon the date of receipt or refusal, except that whenever under this Agreement a Notice is either received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, (ii) if delivered or sent by registered or certified mail, upon the earlier of the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment of receipt or (iii) if delivered via overnight courier, on the next business day after deposit with an overnight courier.

(c) All such Notices shall be addressed:

If to Village, to:

North Bay Village
Attn. Ralph Rosado, Village Manager
North Bay Village Village Hall
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141

With a copy to:

Weiss Serota Helfman Cole + Bierman
2800 Ponce De Leon, Suite 1200
Coral Gables, FL 33134
Attn. Haydee Sera, Village Attorney
Email: hsera@wsh-law.com

If to AFA, to:

Asociacion de Futbol Argentino
Viamonte 1366
CABA (C1053ACB)
Argentina
Attn: Claudio Fabian Tapia, President
Email: ctapia@afa.org.ar

With a copy to:

Fabian A. Pal, PA
777 Brickell Ave., Suite 1210
Miami, FL 33131
Attn: Fabian A. Pal, Managing Partner
Email: fpal@pal-law.com

Notice required to provided to the Board hereunder shall be addressed to:

The Board of Miami-Dade County, Florida
c/o Superintendent of Schools
Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-4760
E-mail: RPerez6@dadeschools.net

With a copy to:

The Board of Miami-Dade County, Florida
The Office if the General Counsel
1450 NE Second Avenue, Room 400
Miami, FL 33132
Attn: General Counsel Walter Harvey
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and jiafelice@dadeschools.net

(d) By Notice given as herein provided, the Parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the other parties of such Notice and each shall have the right to specify as its address any other address within the United States of America.

6.4 Village Approvals. Any approvals required from the Village arising under this Agreement, and for which a specific deadline is not established, shall not be unreasonably withheld and will require Village approval within thirty (30) days from receipt of request by AFA unless earlier approval required ("**Approval Period**"). This provision shall not apply to any matter for which, pursuant to the JUA, the Board's consent is required. If the Village fails to approve or reject such request within the Approval Period, then it shall be considered approved by the Village. Notwithstanding the foregoing, AFA acknowledges that the Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights or obligations as they may relate to governmental requirements applicable to the Facilities. Nothing in this Agreement shall be deemed to create an affirmative duty of the Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its own governmental requirements. In addition, nothing in this Agreement shall be considered zoning by contract.

6.5 Headings. The headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.6 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, party or parties may require.

6.7 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then such clause shall be deemed to be deleted therefrom, and the remainder of this Agreement shall not be affected thereby, and shall remain in full force and effect.

6.8 Assignment. The rights of the Parties under this Agreement are personal to the Parties and may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld. AFA shall have the right to assign its rights and obligations under this Agreement to a third party with Village and Board approval, which shall not be unreasonably withheld, by providing the Village and the Board thirty-day prior written notice ("**Assignment Notice Period**") in accordance with Section 6.3 of this Agreement. If the Village fails to approve or reject such request within the Assignment Notice Period, then such assignment shall be considered approved by the Village. Any purported assignment in violation of the foregoing prohibition shall be void. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment of this agreement shall not relieve AFA from liability under this Agreement and AFA shall be jointly and severally liable with assignee for the performance of its obligations under this Agreement.

6.9 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6.10 Governing Law; Venue; Attorneys' Fees. This Agreement is made pursuant to all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to conflicts of laws principles. Venue lies solely in Miami-Dade County, Florida. In the event of any litigation or other legal proceeding between the Parties arising under this Agreement, each Party shall be responsible for their respective attorneys' fees and costs.

6.11 Waiver. No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other Party of the same or any other obligation hereunder.

6.12 Time of Essence. Time is of the essence of this Agreement.

6.13 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Village and AFA.

6.14 Amendments. This Agreement may not be modified, altered or amended except pursuant to a written instrument executed by Village and AFA with the same formalities of this

Agreement, including, without limitation, approval of the amendment by the Village Commission. The Parties acknowledge and agree that any such amendment will be subject to the Board's prior written approval, which the Board may grant or withhold in its sole discretion.

6.15 Agreement Not an Interest in Real Property. This Agreement shall not be deemed at any time to be an interest in real estate or a lien of any nature against the TIES Property. This Section shall be self-operative and no further instrument of subordination shall be required by any mortgagee, if any.

6.16 Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all Parties hereto.

6.17 Days. Unless specifically called out in this Agreement to the contrary, all references to "days" shall refer to calendar days. If a date referenced in this Agreement falls on a Saturday, Sunday, state, or federal holiday, it shall be deemed to fall on the next business day.

6.18 Non-Discrimination. In the performance of its obligations under this Agreement, AFA shall comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, sex, creed or national origin, including, without limitation, (i) Title VI of the Civil Rights Act of 1964 (Public Law 88-362, 78 Stat. 241), and all requirements imposed by or pursuant to HUD regulations (24 C.F.R., Subtitle A, Part 1) issued pursuant thereto, (ii) regulations issued pursuant to Executive Order 11063 and (iii) Title VIII of the 1968 Civil Rights Act.

6.19 **Jury Trial Waiver. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY, OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROJECT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OR CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HERETO HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.**

6.20 Drug Free Workplace. AFA shall at all times comply with, and shall use its good faith efforts to cause its employees to at all times comply with, the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder, including, without limitation, the regulations at 24 C.F.R. Part 24 (April 1, 1992).

6.21 Force Majeure. To the extent that the performance by either Party of any obligation under this Agreement is actually prevented, delayed, retarded or hindered by a "Force Majeure Event" (as hereinafter defined), and such Party promptly notifies the other Party of the existence of such Force Majeure Event and identifies the same to the other Party as a Force Majeure Event, then such Party's performance of such obligation shall be deferred by the lesser of (i) the period of time in which performance is so prevented, delayed, retarded or hindered, or (ii) twelve (12) months. "**Force Majeure Event**" refers to and includes any act of God or nature, an act of terrorism or war, suspension of government operations, extraordinary closure of government offices, general moratoria on development of the Project and other properties in the vicinity of the Project, strikes, civil disturbance, labor troubles, or any other cause that is not within the reasonable control of AFA or Village, specifically excluding delays due to shortage or unavailability of funds or financial condition. The Parties expressly acknowledge and agree that the COVID-19 pandemic shall not be a Force Majeure Event under this Agreement, except in case of a new COVID-19 variant or government-mandated lockdown.

6.22 Confidentiality and Publicity.

(a) This Agreement is subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Village agrees to not to disclose financial information regarding AFA or other information marked or stamped as being proprietary or confidential by AFA (such as, without limitation, general construction cost data, bank accounts maintained by AFA, or information regarding other projects constructed, developed, leased or managed by AFA) to any person or entity, except to the extent permitted herein or to the extent such disclosure is necessary for Village to comply with legal process and state law.

(b) Notwithstanding the foregoing, the Parties and their affiliates and representatives may (i) issue press releases, (ii) make any other public announcements or statements with respect to the transactions contemplated by this Agreement, and (iii) disclose the name of AFA.

6.23 Authority. Each Party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

6.24 Expert Resolution Process. All disputes regarding the matters described in Sections 1.1, 1.2, 3.1, 6.21 (individually, an "**ERP Dispute**" and collectively, the "**ERP Disputes**"), shall be resolved in accordance with the expert resolution process described below in the provisions of this Section 6.24 (the "**ERP**").

(a) The Party desiring that the Expert resolve any ERP Dispute (the "**Initiating**

Party") shall give notice in accordance with the provisions of this Agreement to the other Party (the "**Recipient Party**") that it desires to initiate the ERP (the "**ERP Notice**"). The Initiating Party and the Recipient Party shall agree on the Expert as set forth in subsection (f) below. The cost of the ERP shall be borne equally between the Parties.

(a) Within thirty (30) days after the selection of the Expert (as defined below), the Initiating Party and the Recipient Party shall submit their ERP Dispute to the Expert for determination. The Expert shall discuss the ERP Dispute in detail with the Initiating Party and the Recipient Party and otherwise undertake such investigation and study such materials as the Expert believes reasonably necessary to make an informed decision. Examination of witnesses by the Initiating Party and the Recipient Party and by the Expert shall be permitted in the discretion of the Expert.

(b) A written transcript of the proceeding shall be made and furnished to the Parties. The Expert shall determine any ERP Dispute, controversy or claim under this Agreement in accordance with the terms hereof. The Expert shall state the reasons upon which its decision is based in writing. The decision of the Expert shall be issued promptly but in no event later than thirty (30) days after the Parties have submitted their final statements and proofs to the Expert. Each Party shall have the right to bring an action in any court of competent jurisdiction to enforce the Expert's award.

(c) The Expert may grant any remedy or relief within the scope of this Agreement and the applicable provisions hereof and under applicable law. In the absence of fraud, gross misconduct, collusion, departure from the essential requirements of law or an error in law or a material fact appearing on the face of the order or award issued by the Expert, the written decision of the Expert shall be final and binding on the Parties. The Parties intend that the decision by the Expert shall be binding for all purposes and that no right of appeal shall exist; for the sake of clarity, any such ERP Dispute may not be relitigated through the ERP process or otherwise.

(d) The Parties voluntarily and knowingly waive any right to pursue any ERP Disputes involving the Parties in any forum or through any process or proceeding other than the process and procedures set forth in Section. The foregoing process shall be the exclusive method available for resolution of ERP Disputes hereunder that cannot otherwise be resolved.

(e) For purposes of this Agreement, **"Expert"** means an independent nationally recognized consulting or other firm or individual having at least ten (10) years recent professional experience as to the subject matter in question, who is qualified to resolve the issue in question and who is appointed in each instance by agreement of the Parties. In the event either Party calls for an Expert determination pursuant to the terms hereof, the Parties shall have thirty (30) days from the date of such request to mutually agree on one (1) recognized consulting firm or individual with relevant experience as the Expert and, if they fail to agree, each Party shall have an additional ten (10) days to each select one (1) recognized consulting firm or individual with relevant development experience as the

Expert and within ten (10) days of such respective selections, the two (2) respective firms and/or individuals so selected by each of the Parties hereto shall select another such recognized consulting firm or individual to be the Expert. If either Party hereto fails to make its respective selection of a firm or individual within the ten (10) day period provided for above, then the other Party's selection shall be the Expert. Also, if the two respective firms and/or individuals so selected shall fail to select a third recognized consulting firm or individual to be the Expert, then the Expert shall be appointed by the American Arbitration Association in Miami-Dade County, Florida.

6.25 Covenant of Good Faith. The Parties affirm, agree and represent that will employ good faith and utilize fair dealing in the conduct all actions, undertakings and performance under this Agreement.

6.26 Compliance with Federal, State and Local Laws. AFA understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc., and certain professional standards for the applicable professions assisting local governments. Village and AFA agree to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time. Additionally, AFA agrees to require AFA's Consultants, along with its employees, its agents, consultants, contractors and its subcontractors to comply with and observe all applicable laws, codes, ordinances, and professional standards, as they may be amended from time to time.

6.27 Further Assurances. In addition to the obligations required to be performed under this Agreement by the parties, the parties shall perform from time to time such other acts, and shall execute, acknowledge and/or deliver such other instruments, documents and/or other materials, as may be reasonably required to consummate the transactions described in this Agreement.

6.28 Reaffirmation of Representations. AFA hereby reaffirms all of the representations contained in the Response to the RFP and related solicitation documents.

6.29 Entire Agreement. This Agreement, along with its exhibits, including the Operations and Management Agreement, contains the final and entire agreement between the Parties with respect to AFA's engagement hereunder. The Parties shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, with respect to such engagement not contained in this Agreement.

6.30 Village's Sovereign Immunity. Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto, it is expressly understood and agreed by and between the Parties that the Village does not waive its sovereign immunity and that Village's liability is subject to and in accordance with the limitations of Section 768.28, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ASOCIACION DE FUTBOL ARGENTINO, an association existing under the laws of the Republic of Argentina

By:_____
Name:_____
Title:_____

Attest:

_____
Village Clerk

NORTH BAY VILLAGE, a Florida municipal corporation

By:_____
Village Manager

Approved for legal form and sufficiency
for the use and benefit of the Village

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

EXHIBIT A

DRAFT JUA

EXHIBIT B
LOT DESCRIPTION

The Project includes development the Treasure Island Elementary School (TIES) municipal site, as well as the provision of sports programming at:

- Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village. This site consists of over 12 acres of school property, with most of the buildings located toward the eastern and center portions of the site, with recreational and open space areas located around the perimeter. In 2020, the Village entered into a joint-use agreement with Miami-Dade County Public Schools (MDCPS) to (1) share use of TIES' recreational fields during weekday evenings and weekends, and (2) allow the Village to renovate the fields, largely at the Village's expense, with some level of contribution from MDCPS.

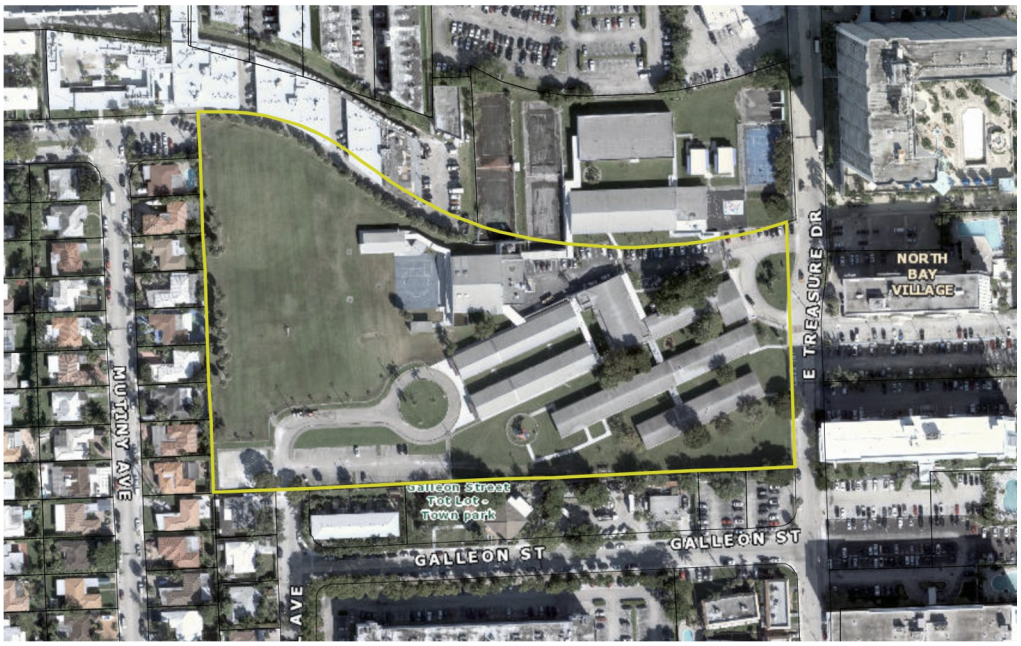

EXHIBIT C
DESCRIPTION OF IMPROVEMENTS

EXHIBIT D
PRELIMINARY BUDGET

TIES & GALLEON		
Project Funding Uses		
ITEM DESCRIPTION	Galleon	TIES
	NBV	NBV
MDCPS Admin. Fee		$100,000
Site Prep (Demolition/Clearing/Earthwork/ Grading)	$500,000	
Racquetball Court Demolition		$30,000
Sidewalks/Paths		$1,400,000
Path Lighting		$200,000
Landscaping	$70,000	$250,872
Drainage (Drainage under path around TIES property)/Irrigation		$600,000
Furnishings/Equipment		$150,000
Paving and Markings		$100,000
Contingency (Exterior Items Only)	$380,000	$173,197
	$950,000	$3,004,069

EXHIBIT E
DRAFT DESIGN DEVELOPMENT PLANS

EXHIBIT F
INSURANCE REQUIREMENTS

- 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.
- 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.
- 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.
- 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.

ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Vice Mayor Richard Chervony

SUBJECT: An Ordinance Amending Section 8.13 of the Unified Land Development Code to Implement Additional Procedures for Award and Transfer of Density Rights - Sponsored by Vice Mayor Richard Chervony

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RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.13 OF THE UNIFIED LAND DEVELOPMENT CODE TO IMPLEMENT ADDITIONAL PROCEDURES FOR AWARD AND TRANSFER OF DENSITY RIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

North Bay Village (the "Village") maintains a program (the “Program”) for transfer of density rights (“TDRs”) pursuant to Section 8.13 of the Village’s Uniform Land Development Code (“ULDC”) and Policy 2.1.13 of the Village’s Comprehensive Plan. The Program awards TDRs on a first-come, first-serve basis, as site plans for projects relying on TDRs are approved. The Program provides that payment for TDRs awarded through the site plan process is made through a payment of 50% of the required Community Contribution Fee within 90 days of site plan approval, and the remaining 50% of the Community Contribution Fee on or before the time of building permit.

The length of time that site plans are valid prior to requiring that a building permit be obtained, both under the ULDC and as may be extended pursuant to state law, has resulted in the de facto banking of TDRs that have not been fully paid for. As shown in the accompanying TDR Tracker document, the Village has approximately 136.6 TDRs that have not been committed

to specific approved site plans under the Program, and the Village's Comprehensive Plan does limit eligible receiving sites, but does not discriminate between receiving sites based on where they are located. Harbor Island contains 92.4 TDRs, while Treasure Island contains 44.2 TDRs. The Village's present TDR Ordinance requires that Harbor Island TDRs remain on Harbor Island and that Treasure Island TDRs remain on Treasure Island. TDRs are valued at $90,000 each if used on non-waterfront lots and $100,000 each if used on waterfront lots.

The Village has current financial needs that could benefit from a change to the Program to allow for the transfer of some or all uncommitted TDRs on an accelerated basis and pursuant to an accelerated payment schedule.

The Village desires to amend the Program in order to provide for one or more competitive processes to enable transfer of uncommitted TDRs on an accelerated basis and pursuant to an accelerated payment schedule, through a Request for Proposals process. Bidders would need to commit at least $90,000 for nonwaterfront TDRs and $100,000 for waterfront TDRs but could offer more for each and could also offer additional public benefits, to be determined by the bidders. As part of this accelerated TDR sales process, the proposed Ordinance would also allow for Treasure Island TDRs to be utilized on Harbor Island and vice versa.

In consideration for the accelerated payment, the Village desires to reduce limitations in the ULDC for award and use of TDRs and provide for a secondary market to allow conveyance of awarded TDRs that go unused either because of limitations in the Comprehensive Plan or due to market conditions.

This accelerated sale of TDRs, depending on where they are utilized, could generate $13.66M or more.

Key dates associated with this item:

1. May 14 - Village Commission – 1st Reading
2. May 15 - Planning and Zoning Board
3. June 11 - Village Commission – 2nd Reading
4. June 12 – Request for Proposals (RFP) for TDR Sales issued
5. June 26 – RFP Responses Due
6. July 9 – July Commission Meeting: an agenda item will include awarding of the TDRs to one or more entities; this meeting would also include an agenda item for the final referendum questions, which would be an item after the RFP award one, so that the Commission could potentially vote to not have any referendum questions at all.
7. July 26 – Referendum Questions due at Miami-Dade County Elections Department

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To be determined, but if all TDRs are sold, this would generate approximately $13.6M.

PERSONNEL IMPACT

NONE

ATTACHMENTS

TDR Ordinance.docx
Exhibit A - TDR Program
NBV Transfer of Development Rights Pool Tracker 20240415.pdf

ORDINANCE 2024-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.13 OF THE UNIFIED LAND DEVELOPMENT CODE TO IMPLEMENT ADDITIONAL PROCEDURES FOR AWARD AND TRANSFER OF DENSITY RIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, North Bay Village (the "Village") maintains a program (the "Program") for transfer of density rights ("TDRs") pursuant to Section 8.13 of the Village's Uniform Land Development Code ("ULDC") and Policy 2.1.13 of the Village's Comprehensive Plan; and

WHEREAS, the Program awards TDRs on a first-come, first-serve basis, as site plans for projects relying on TDRs are approved; and

WHEREAS, the Program provides that payment for TDRs awarded through the site plan process is made through a payment of 50% of the required Community Contribution Fee within 90 days of site plan approval, and the remaining 50% of the Community Contribution Fee on or before the time of building permit; and

WHEREAS, the length of time that site plans are valid prior to requiring that a building permit be obtained, both under the ULDC and as may be extended pursuant to state law, has resulted in the de facto banking of TDRs that have not been fully paid for; and

WHEREAS, the Village has approximately 136.6 TDRs that have not been committed to specific approved site plans under the Program; and

WHEREAS, the Village's Comprehensive Plan does limits eligible receiving sites, but does not discriminate between receiving sites based on where they are located; and

WHEREAS, the Village has current financial needs that could benefit from a change to the Program to allow for the transfer of some or all uncommitted TDRs on an accelerated basis and pursuant to an accelerated payment schedule; and

WHEREAS, the Village routinely amends the Code to improve the effective implementation of its land use goals, objectives, and policies; and

WHEREAS, the Village desires to amend the Program in order to provide for one or more competitive processes to enable transfer of uncommitted TDRs on an accelerated basis and pursuant to an accelerated payment schedule; and

WHEREAS, in consideration for the accelerated payment and to improve efficiency, the Village desires to reduce limitations in the ULDC for award and use of TDRs and provide for a secondary market to allow conveyance of awarded TDRs that go unused either because of limitations in the Comprehensive Plan or due to market conditions; and

WHEREAS, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended _____ to the Mayor and the Village Commission; and

WHEREAS, having considered this Ordinance at duly noticed and held public hearings, the Village Commission finds this Ordinance is in the best interests of the Village.

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

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

Section 2. Amending Section 8.13 of the Unified Land Development Code. That Section 8.13 of the Unified Land Development Code of North Bay Village, Florida, is hereby amended as set forth in Exhibit "A", attached hereto.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, if being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. 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. This Ordinance shall become effective immediately upon passage and adoption by the Village Commission on second reading.

PASSED on first reading this __ day of _____, 2024.

PASSED AND ADOPTED on second reading this ___ day of _____, 2024.

_____
Brent Latham
Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

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

_____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
Village Attorney

First Reading:
Moved by _____
Seconded by _____

Second Reading:
Moved by _____
Seconded by _____

Vote on Final Adoption:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andrew Rotondaro	_____
Commissioner Rachel Streitfeld	_____

Exhibit "A"[1]

§ 8.13 – Transfer of Density Rights (TDR) ***Program.***

Properties in the RM-70 district may request to purchase additional Dwelling Units from North Bay Village, allowing for increased density and height, as follows:

A. *Sending Sites.*

The sending sites shall be land currently owned by the Village. Any and all Village-owned property shall be considered as an eligible TDR sending or donor site. Total transferred density allocation within the Village shall not exceed the total developable potential of the sending sites. ~~Total transferred density allocation on Harbor Island shall not exceed the total developable potential of the sending sites located on Harbor Island.~~ The *Planning and Zoning Official* shall track and keep an official tally of the development rights available for transfer, which shall be updated with each transaction. Except as set forth in subsection E, ~~D~~density rights transfer requests shall be addressed on a first-come, first-served basis. A copy of each update shall be filed by the Village Clerk. Upon issuance of a building permit for a project on an eligible receiving site that utilizes approved transferred units, the Village shall record a declaration of restriction on its property, recognizing the transfer of units and the remaining number of transferrable units on the sending site.

B. *Receiving Sites*.

~~Density rights associated with Village-owned property located on Treasure Island may not be approved for transfer onto property located on Harbor Island.~~ Density Rights from Harbor Island may be and are encouraged to be transferred to receiving sites outside of Harbor Island.

C. *Approval of Transfer of Density Rights and Additional Building Height*.

Except as set forth in subsection E, ~~R~~requests for transfer of density rights shall be made concurrent with site plan review and shall be reviewed pursuant to the same criteria as site plans, provided in Section 5.8 of the ULDC. The resulting density shall not exceed the limitations set forth in the comprehensive plan and this code and building height following the use of transferred units shall not exceed thirty percent (30%) of the ~~base density and~~ maximum building height (including all other available bonuses) of the receiving site. The Village Planning and Zoning Board shall review the request and provide a recommendation to the Village Commission. The Village Commission shall have the authority to approve or deny any additional density and related additional building height during site plan.

D. *Fees*.

1. Except as set forth in subsection E, ~~T~~the applicant shall pay a Community Contribution Fee~~s~~ per transferred density right (equivalent to one Dwelling Unit) to North Bay Village within 90 days of site plan approval by the Village Commission in accordance with the Village's adopted Fee Schedule, as may be amended from time

[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. Changes directed by the Commission at second reading are indicated by a **bold underline** or **~~strikethrough~~**.

to time, as follows:

a. Fifty percent (50%) of the total assessed Community Contribution Fee shall be payable within ninety (90) days of Commission approval of site plan.

b. Fifty percent (50%) of the Community Contribution Fee shall be payable prior to or upon the issuance of a building permit.

2. Payments of Community Contribution Fees for transferred density rights shall be nonrefundable.

3. Should the Site Plan approval expire, the transferred density rights shall revert to North Bay Village.

4. Community Contribution Fees collected according to the TDR program shall be utilized by the Village for the purchase of future Village parks, land for additional public Open Space, other public amenities, or infrastructure projects.

5. The number of Dwelling Units that the applicant must purchase to achieve the desired density shall be derived from the following calculation:

(number of dwelling units at total density including TDR allocation) minus

(number of dwelling units allowed according to base density) equals

(number of units that must be purchased)

6. Community Contribution Fees shall be reviewed annually by the Village Commission on the recommendation of the Village Manager during the budget process.

E. *Window for Transfer of Uncommitted TDRs.*

1. *Competitive Process*. At any time and for any reason, the Village Commission may open a competitive process to accept proposals for conveyance of TDRs the Village owns that have not been approved for transfer in connection with an approved site plan. The competitive process shall be publicly noticed, and any Village property owner shall be entitled to submit a proposal. The process shall set forth the terms of evaluation of proposals, but in no event shall the cost component of proposals be accepted if they are for less than the then-applicable Community Contribution Fee. The Village may award some or all of its available TDRs to one or more proposers, or to one or more properties of any individual proposer, and may award more TDRs than to a property than the maximum total density permitted in the comprehensive plan.

2. *Payment*. The process shall set forth a date upon which the cost of awarded TDRs shall be paid to the Village, which in no event shall be more than thirty (30) days from the date of award. Once payment of the full amount is made on or before the due date set forth in the competitive process documents, awarded TDRs shall be transferred to the property owned by the awarded proposer. If the awarded proposer does not make timely payment on or before the due date, the award shall be forfeit and the Village may terminate the competitive process or award such TDRs to the next highest ranked proposer.

3. *Records*. As a condition of transfer, the Village shall record a declaration of restriction on its property, recognizing the awarded TDRs and the remaining number of TDRs on the sending site, if any. The *Planning and Zoning Official* shall track and keep an official tally of the awarded TDRs to each property.

4. *Subsequent Conveyance of TDRs*. In consideration of the accelerated payment of costs for TDRs through any award under a competitive process, transferred TDRs may be conveyed to any eligible receiving site under this Section 8.13 for use in connection with development, subject to the limitations set forth in the comprehensive plan. As a condition of conveyance, any conveyor of TDRs shall (a) pay the Village $1,500 per conveyed TDR as an administration fee; and (b) record a declaration of restriction on its property acceptable to the Village Attorney, recognizing the conveyed TDRs and the remaining number of TDRs on the conveying site, if any. The *Planning and Zoning Official* shall track and keep an official tally of TDRs, including the property they are conveyed from and the property they are conveyed to.

5. *Site Plan*. Irrespective of an award or purchase of TDRs under this subsection, any development in the Village shall be subject to site plan review and approval by the Village Commission, and any other necessary approvals as required by this ULDC, and no award or purchase of TDRs recognized in this subsection shall be construed as entitling an applicant to site plan approval for a specific number of units, height, or floor area. Owners of TDRs which acquire TDRs through this subsection shall be limited to the maximum density permitted under the comprehensive plan and this code for a given property at time of site plan approval irrespective of how many TDRs they may own or have assigned to the property in the record maintained by the *Planning and Zoning Official*.

North Bay Village
HEART OF THE BAY

April 15, 2024

North Bay Village Transfer of Development Rights Pool Tracker – Table 1

Village-Owned Property with MFR Development Rights	Area (square feet / acres)	Current Future Land Use Designation	Current Zoning	Zoned Residential Density	Allocated Development Rights @ 70 units/acre	Approved Transfers	Date Approved	Buyer	Transferred to	Development Rights Remaining	TDR Requests (in the pipeline, not approved)
HARBOR ISLAND											
Civic Park	32,169 / 0.738	Parks and Rec	GC	70 du/ac	**51.7**	10.2 [3]	12/12/23	S2 NBV, LLC	7913-7915 West Drive	**41.5**	37 units
Vogel Park	22,400 / 0.514	Parks and Rec	RM-70	70 du/ac	**35.9**	6.8 [1] 16.0 [2] 11.8 [3]	10/24/17 9/28/23 12/12/23	P&O Global Technologies 7940 NBV Partners, LLC S2 NBV, LLC	7918 West Drive 7938-7940 West Drive 7913-7915 West Drive	(27.8) [1] (11.8) **0**	N/A
Sakura	31,734 / 0.728	Commercial	T6-24MU	70 du/ac	**50.9**	None				**50.9**	
Total TDRs remaining/available in Harbor Island										**92.4**	
TREASURE ISLAND											
Galleon Street	48,000 / 1.10	Parks and Rec	RM-40	40 du/ac	**44.2**	None				**44.2**	
Total TDRs remaining/available in Treasure Island										**44.2**	
Total TDRs remaining/available in North Bay Village										**136.6**	

[1] Transfer approved prior to the elimination of development right allocations based on unit sizes (see Ordinance No. 2022-012). By Resolution 2017-093, the Village Commission approved the transfer of 6.8 development rights for 3-bdrm units to 7918 West Drive. Vogel Park area remaining for transfer of development rights calculations per prior regulations: 22,400 sq ft – 5,080 sq ft = 17,320 sq ft (equivalent to a maximum of **27.8** development rights).

[2] Approved via Resolution No. 2023-XX

[3] Approved via Resolution No. 2023-XX

North Bay Village
HEART OF THE BAY

April 15, 2024

Table 2

Applicant	Project	Address	TDR Request	Approval Date	Resolution No.	Transferred From
P&O Global Technologies	7918 West Drive	7918 West Drive | Harbor Island	6.8	10/24/2017	2017-093	Vogel Park
7940 NBV Partners, LLC	7940 West Drive	7938-7940 West Drive | Harbor Island	16	9/28/23	2023-XX	Vogel Park
S2 NBV, LLC	Marina View	7913-7915 West Drive | Harbor Island	22	12/12/23	2023-XX	Vogel Park (11.8) East Park (10.2)
7927/7931 East Drive Property Holdings, LLC and 7922 East Drive, LLC	Porto La Vie	7927-7931, (7923-7925) and 7922 East Drive | Harbor Island	37			East Park

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Silvia Vargas, Village Planner

SPONSORED BY:

SUBJECT: Use Exception for a Temporary Sales Center/Marketing Office at 7940 West Drive - ***Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING WITH CONDITIONS] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) FOR 7940 NBV PARTNERS, LLC, TO BUILD A TEMPORARY SALES CENTER/MARKETING OFFICE ON PROPERTY LOCATED AT 7940 WEST DRIVE, AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggestion Action: Approve with conditions the proposed Use Exception, as recommended by the Planning and Zoning Board and as presented by Staff.

BACKGROUND AND ANALYSIS

Refer to attached Staff Report, related attachments, and proposed Resolution.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

N/A

ATTACHMENTS

7940 W Drive_Use Exception_Staff Report_Commission.pdf
Attachment 1 - 7940 W Dr Use Exception_BOUNDARY SURVEY.pdf
Attachment 2 - 7940 W Dr Use Exception_Covenant in lieu of UoT.pdf

Attachment 3 - 7940 W Dr Development Agreement (recorded).pdf
Attachment 4a - 7940 W Dr Use Exception_Letter of Intent.pdf
Attachment 4b - 7940 W Dr Use Exception_Application Form.pdf
Attachment 4c -7940 W Dr Use Exception_Architectural Plan Set.pdf
Attachment 4d - 7940 W Dr Use Exception_Civil Plan Set.pdf
Attachment 4e - 7940 W Dr Use Exception_Landscape Plan Set.pdf
Attachment 4f -7940 W Dr Use Exception_Photometrics and Site Lighting.pdf
DRAFT_Reso_Use_Exception_7940_West_Drive_051424.docx
Notice of Public Meeting- MH.pdf

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
Fax: (305) 756-7722
Website: www.northbayvillage-fl.gov

Date: **May 14, 2024**

To: **North Bay Village Mayor and Commission**

From: **Silvia E. Vargas, FAICP, Village Planner**

Subject: **STAFF REPORT – Review of Use Exception Request for 7940 West Drive**

1. General Information

Owner/Applicant:	7940 NBV Partners, LLC
Applicant Address:	4531 Prairie Avenue, Miami Beach, FL 33140
Site Address:	7940 West Drive
Site Acreage	0.77 acres (33,602 sq ft)
Folio Number	23-3209-001-0420 and 23-3209-001-0400
Contact Person:	Peter Kaisary (on behalf of Applicant)
Phone Number:	912.398.1775
E-mail Address	peter@fortisdesign.build

2. Legal Description of Subject Property

LOTS 38, 40 AND 42, "HARBOUR ISLAND" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

Commonly known as 7938 and 7940 West Drive and identified for tax purposes by folio numbers 23-3209-001-0400 and 23-3209-001-0420.

Refer to Boundary Survey (Attachment 1) for additional information.

The Applicant has submitted a covenant running with the land in lieu of Unity of Title, a copy of which is included as Attachment 2 (unrecorded). The Village Attorney has reviewed and approved this instrument.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	Residential (Multifamily High Density)
Zoning District	RM-70 High-Density Multiple Family Residential
Existing Land Use	Vacant

4. Adjacent Land Use and Zoning

North	Future Land Use	Residential (Multifamily High Density)
	Zoning District	RM-70 High-Density Multiple Family Residential
	Existing Land Use	Multifamily Residential
East	Future Land Use	Residential (Multifamily High Density)/Water
	Zoning District	RM-70 High-Density Multiple Family Residential
	Existing Land Use	Multifamily Residential
South	Future Land Use	Residential (Multifamily High Density)
	Zoning District	RM-70 High-Density Multiple Family Residential
	Existing Land Use	Multifamily Residential
West	Future Land Use	Water
	Zoning District	Water
	Existing Land Use	Water



(Source: Miami-Dade County Property Appraiser).

The above Future Land Use and Zoning District information may be visually verified through the respective maps, linked below:

Future Land Use
Zoning

To the left is an aerial perspective photo of the property in context.

5. Background

On September 28, 2023, the Village Commission approved a Site Plan application by the Applicant for development of a 70-unit multifamily residential project on this property (Resolution No. 2023-122, provided as part of the submittal package). The approval authorized the transfer of 16 units TDR pursuant to Sections 8.10.D.4.d. and 8.13 (including associated additional building height), as well as a height bonus of 90 feet above the maximum base height of 150 feet.

Because the Site Plan application was submitted on July 18, 2023, the site plan review was conducted under the RM-70 zoning regulations current at the time, i.e., prior to the update adopted by the Village also on September 28, 2023 (Ordinance No. 2023-011).

The Site Plan application was accompanied by the following requests, which were approved on the same date:

- Variance to reduce the number of parking spaces (to a number aligned with the at-the-time proposed amendment of the parking requirements for multifamily residential uses). (Resolution No. 2023-119).

- Variance to reduce the width of the internal parking garage drive/ramp (Resolution No. 2023-120).

- Exception to provide up to twenty percent (20%) of the approved parking as compact spaces (Resolution No. 2023-121).

The Development Agreement associated with the Site Plan approval was finalized on the 4th of January 2024, and is included in this staff report as Attachment 3.

6. Description of Applicant's Request

The Applicant requests a Use Exception approval pursuant to the provisions of Sec. 8.11 of the ULDC (as amended). Approval of the Use Exception request would allow the applicant to use the subject property as the site for a 2,137.5-square-foot, one-story temporary sales center/marketing office for the multifamily residential project approved via Resolution No 2023-122.

A Use Exception is necessary to allow this use on any property located within the RM-70 zoning district, since the use is not listed as either a permitted principal or accessory use in this district per Secs. 8.10.D.2. or 8.16.A. The proposed temporary use is, however, spelled out in Sec. 8.11.B.4 as a permitted Use Exception within specific time limits.

Application materials are included as Attachments 4a through 4f.

7. Consistency with Comprehensive Plan

The Comprehensive Plan does not directly address this topic. However, Use Exceptions are allowed under the Sec. 8.11 of the ULDC "to provide for adjustment in the relative locations of uses and buildings of the same or of different classifications; to promote the usefulness of these regulations as instruments for fact-finding, interpretation, application, and adjustment; and to supply the necessary flexibility to their efficient operation".

The proposed temporary use is approvable as an exception allowed by Sec. 8.11, provided that clear indication exists that the exception will not substantially affect adversely the uses permitted in these regulations of adjacent property. Therefore, if the application for temporary Use Exception demonstrates compliance with this condition, which it does, the proposal may be deemed consistent with the Comprehensive Plan.

8. Compliance with the ULDC and Compatibility with Adjacent Uses

The Use Exception request is in compliance with Sec. 8.11 of the ULDC.

The Applicant indicates that the proposed development "will improve the Property's relationship with the surrounding neighborhood." The sales center will, according to the Applicant's Letter of Intent, "be consistent with the first-class nature of the 7940 West Drive development in both design and operation. The sales center will be surrounded by lush landscaping. More than sufficient surface parking will be provided for the use."

The letter further adds that following the expiration of the term of the Use Exception, the improvements will be removed to allow for the development of the 7940 West Drive building (now Pagani Residences).

Pursuant to Sec. 9.3 of the ULDC, the temporary office use requires –and the site plan provides– seven (7) off-street parking spaces based on the square footage of the proposed one-story building, including one (1) accessible parking space. The site plan appears to indicate that the number of on-street parking spaces will be reduced from seventeen (17) to thirteen (13). If this is the case, the Applicant shall be required to compensate the Village for the temporary loss of four (4) on-street parking spaces in terms similar to those included in the Development Agreement entered into for the approved multifamily residential project. (Note: The approved site plan for the project contemplates the permanent removal of up to three (3) on-street parking spaces, with the Applicant being obligated, per the Development Agreement (DA), to compensate the Village for the permanent loss of these spaces. In addition, the DA specifies that during construction of the project, the Village will close the abutting on-street spaces to the general public and the Applicant will compensate the Village for such parking closures at a rate equal to the rate charged for other developments on Harbor Island.)

The proposed site plan and structure also comply with standards of the RM-70 zoning district pertaining to building height, setbacks, lot coverage, permeability, and green space. The building is a modular installation. Due to the moratorium and the temporary nature of the proposed use,

the development will not be connected to central sewer but served by a two (2) 250-gallon septic holding tanks. These types of systems require a regular schedule of pumping.

The site will be liberally landscaped. While the species is not specified, the landscape plans suggest that nearly 65 percent of the landscape will be native, in compliance with the Miami-Dade County Landscape Code, while approximately 90 percent or more of the landscape material is itemized on the University of Florida's Low Maintenance Landscape Plants for South Florida list. Less than 30 percent of the total plant material listed consists of palms.

Due to the temporary nature of the Use Exception, an Island Walk will not be required. Nonetheless, a wide pedestrian path provides onsite pedestrian circulation and connects to the public sidewalk. Portions of this path on the north side of the building and the rear are shown on the site plan labeled as "private sidewalk" but there is no indication that access to this area is physically restricted. Seawall improvement will be triggered by the development of the approved multifamily residential project.

The Applicant has submitted a permit for a temporary perimeter fence (under review). The fence shall comply with all requirements of Sec. 8.17.F

Recommendation

Staff recommends approval of the Use Exception, pursuant to the provisions of Sec. 8.11(B)4, subject to the conditions set forth below. **On April 17, 2024, the Planning and Zoning Board Met to review the request, and voted unanimously with 3 members present to forward a recommendation for approval with conditions as presented by Staff.**

Conditions

1. The project shall be in substantial conformance with the following plans submitted as part of the Use Exception application:
    a. Architectural plan set by Revuelta Architecture International:
        i. Sheet A-000: Setbacks and Zoning Regulations Diagram dated 11/14/22.
        ii. Sheet A-001: Location Map and Zoning Data Sheet dated 11/14/22.
        iii. Sheet A-002: Site Plan dated 11/14/22.
        iv. Sheet A-003: Elevations dated 3/12/24.
    b. Civil Engineering plan set by Schwebke, Shiskin & Associates, dated 01/24:
        i. Sheet WS-1: Water and Sewer Plan
        ii. Sheet PD-1: Paving, Grading and Drainage Facilities Plan
        iii. Sheets PD-2 and -3: Paving, Grading and Drainage Facilities Details
        iv. Sheet PD-4: Paving, Grading and Drainage Facilities Cross Sections
        v. Sheet PMS-1: Pavement Signage and Marking Plan

vi. Sheet ESC-1: Erosion and Sediment Control Plans Plan View

vii. Sheets ESC-2 through -5: Erosion and Sediment Control Details

viii. Sheet ESC-6: Erosion and Sediment Control Notes

c. Landscape plan set by Land Design, dated 02/22/2023, sealed by Marsh C. Kiplen on 03/05/24:

i. Sheet L001: Cover Page

ii. Sheet L002: General Site Notes

iii. Sheet L400: Trees and Palms Planting Plan and Schedule

iv. Sheet L410: Understory Planting Plan

v. Sheet L450: Planting Details

d. Site Lighting Photometrics by Hufsey, Nicolades, Garcia & Suarez Consulting Engineers, dated 11/14/22 and sealed by Anthony A. Schulz on 03/01/24.

e. Lighting plan set by Exp, dated 02/23/24 (revision):

i. Sheet LD901: Lighting Legend

ii. Sheet LD902: Site Plan Lighting

iii. Sheet LD903: Luminaire Schedule

2. This Use Exception shall expire after two years, measured from the date of final Commission action, if no substantial construction or change of use has taken place in accordance with the plans for which the Use Exception was granted.

3. The temporary use may remain on the site for a period not exceeding twelve (12) months from the date of the Village Commission action, unless administratively renewed pursuant to the time limits established in Sec. 8.11.B.4.

4. The structure housing the temporary use and its surroundings shall be maintained in good visual and operational condition throughout the duration of the use. Prior to the issuance of a building permit, the Applicant shall demonstrate compliance with the requirements of Sec. 10.5.B of the ULDC.

5. During construction/installation of the temporary use, the site shall comply with the requirements of Sec. 04.01 of the Code of Ordinances, “Standards for maintenance and appearance of construction sites.”

6. Should the Use Exception result in the temporary loss of any on-street parking spaces abutting the site, the Applicant shall compensate the Village for such loss of use at a rate equal to the rate charged for other developments on Harbor Island for the duration of the Use Exception.

7. All site lighting shall be dark-sky compliant and include shields restricting the projection of light rays outward to adjacent properties.

8. Fencing, if any, requires a separate permit and shall comply with the requirements of Sec. 8.17.F. of the ULDC.

9. Signage, if any, requires a separate permit and shall comply with the requirements of Chapter 11 of the ULDC.

10. Storm water drainage shall demonstrate compliance with Division 7 of Chapter 9 of the ULDC prior to the issuance of a building permit. All storm water shall be retained inside the property. All storm water drainage systems shall be maintained in working order at all times to avoid localized flooding during and after a storm. Parking shall be prohibited on top of any drainage inlet or drainage utility hole.

11. Sewage holding tanks shall be provided for the duration of the use. Restroom facilities shall remain accessible whenever the intended users are present. The Applicant shall be responsible for obtaining necessary permits for the installation of the sewage facilities, and for providing regular maintenance of the units and their removal at the end of the period of use. The Applicant shall, prior to the issuance of a building permit, provide a copy of a contract with a permitted disposal company stating the holding tank capacity, details of the proposed location of the holding tank in proximity to all surrounding features (potable waterlines, surface water, building, driveway), and the scheduled pumping frequency,

12. All necessary approvals from external agencies must be obtained prior to the issuance of a building permit by the Village.

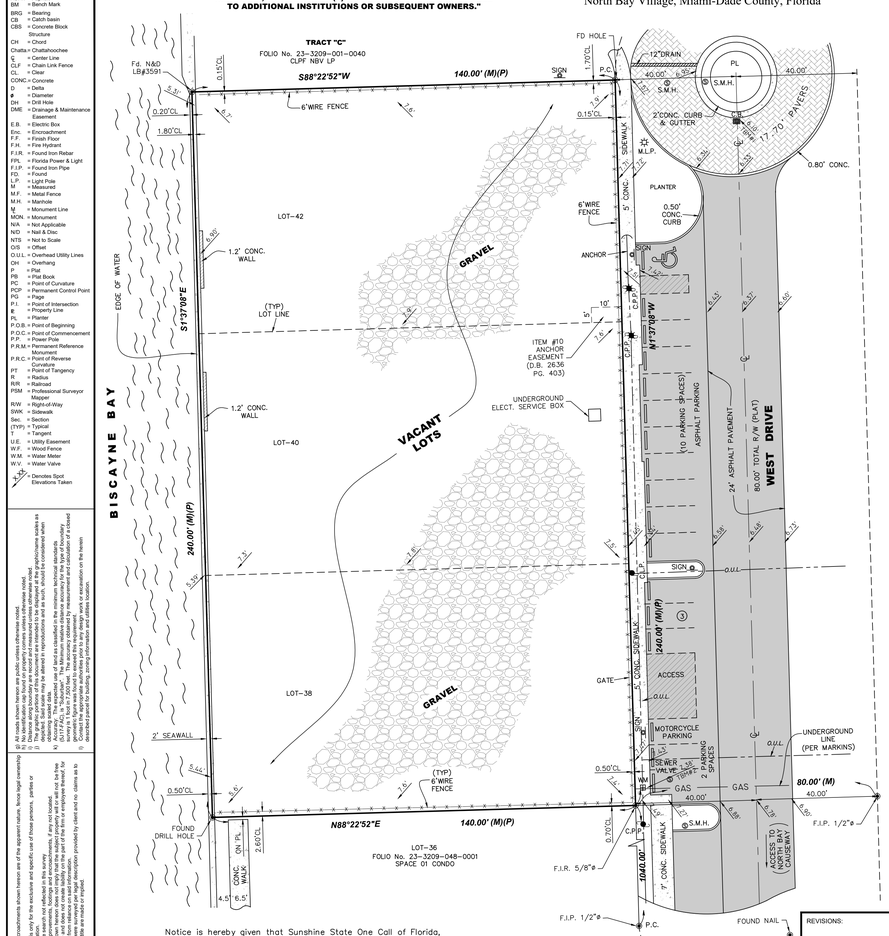
13. All due cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

List of Attachments to Staff Report

Attachment 1 – Boundary Survey (Use Exception for 7913 W Drive)
Attachment 2 – Covenant Running with the Land in Lieu of Unity of Title
Attachment 3 – 7940 West Drive Development Agreement (Site Plan)
Attachments 4a-4f – Use Exception Application Materials

"THIS SURVEY DECLARATION IS MADE ON THE FIELD DATE INDICATED, TO THE OWNER(S) LISTED. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS."

A portion of land in Sections 8 and 9, Township 53 South, Range 42 East
North Bay Village, Miami-Dade County, Florida



This property described as:
Lots 38, 40 and 42,
HARBOR ISLAND,
according to the Plat thereof
as recorded in Plat Book 44, Page 72,
of the Public Records of Miami-Dade County, Florida.

7938 - 7940 West Drive, North Bay Village, FL 33141

Folio No. 23-3209-001-0420 (Lots 40 and 42)
23-3209-001-0400 (Lot 38)

Certified to:
Escobar & DeCarlo, LLC
7940 NBV Partners LLC, a Florida Limited Liability Company
Bank OZK,
its successors and/or assigns, ATIMA
Gioia DeCarlo, Esq.
Old Republic National Title Insurance Company

NOTES:
- Utilities shown are by location of surface improvements only.
- No earth moving on site found, no changes in Street Right-of-Way found, no wetlands found within the property.
- No visible solid Waste Dump found on site.
- Legal description based on occupation and other legal documents.

0 20 40
GRAPHIC SCALE
SCALE: 1"=20'
(SCALE IN FEET)

RENE AIGUESVIVES
FLORIDA
LICENSED SURVEYOR
No. 4327
STATE OF FLORIDA
SEAL

Rene Aiguesvives PSM4327

Digitally signed by Rene Aiguesvives PSM4327
DN: c=US, st=Florida, l=Miami, o=ALVAREZ, AIGUESVIVES AND ASSOCIATES, INC., cn=Rene Aiguesvives PSM4327, email=aaasurvey@aol.com
Date: 2021.05.21 09:47:28 -04'00'

LEGEND

A	= Arc
ASPH	= Asphalt
BM	= Bench Mark
BRG	= Bearing
CB	= Catch basin
CBS	= Concrete Block Structure
CH	= Chord
Chatta	= Chattahoochee
℄	= Center Line
CLF	= Chain Link Fence
CL	= Clear
CONC	= Concrete
D	= Delta
ø	= Diameter
DH	= Drill Hole
DME	= Drainage & Maintenance Easement
E.B.	= Electric Box
Enc.	= Encroachment
F.F.	= Finish Floor
F.H.	= Fire Hydrant
F.I.R.	= Found Iron Rebar
FPL	= Florida Power & Light
F.I.P.	= Found Iron Pipe
FD.	= Found
L.P.	= Light Pole
M	= Measured
M.F.	= Metal Fence
M.H.	= Manhole
ℳ	= Monument Line
MON.	= Monument
N/A	= Not Applicable
N/D	= Nail & Disc
NTS	= Not to Scale
O/S	= Offset
O.U.L.	= Overhead Utility Lines
OH	= Overhang
P	= Plat
PB	= Plat Book
PC	= Point of Curvature
PCP	= Permanent Control Point
PG	= Page
P.I.	= Point of Intersection
℘	= Property Line
PL	= Planter
P.O.B.	= Point of Beginning
P.O.C.	= Point of Commencement
P.P.	= Power Pole
P.R.M.	= Permanent Reference Monument
P.R.C.	= Point of Reverse Curvature
PT	= Point of Tangency
R	= Radius
R/R	= Railroad
PSM	= Professional Surveyor Mapper
R/W	= Right-of-Way
SWK	= Sidewalk
Sec.	= Section
(TYP)	= Typical
℄	= Tangent
U.E.	= Utility Easement
W.F.	= Wood Fence
W.M.	= Water Meter
W.V.	= Water Valve
5.32'	= Denotes Spot Elevations Taken

NOTE:
a) All dimensions and/or encroachments shown hereon are of the apparent nature, fence legal ownership is not determined.
b) The basis of this survey is only for the exclusive and specific use of those persons, parties or entities certified hereon.
c) Data contained herein is subject to all easements, if any not located.
d) Underground foundations and improvements, if any not located.
e) Flood Zone determination and flood line shown hereon is for the purpose of this survey only and does not create liability on the part of the surveyor. Reliance for flood zone determination is the responsibility of the owner and/or insurance agent.
f) Lands depicted hereon were surveyed per legal description provided by client and no claims as to ownership of strips of land are made or implied.

All roads shown hereon are public unless otherwise noted.
Bearings are based on assumed values unless otherwise noted.
Distance along boundary are record and if measured unless otherwise noted.
Dimensions shown hereon are in feet and decimals thereof. Graphic/imate scales as obtained from aerial maps may be altered in reproductions and are such, should be considered when adopting scaled data.
All Elevations shown hereon are in feet and refer to National Geodetic Vertical Datum (N.G.V.D.) as "Datum". The Minimum relative distance accuracy for the type of boundary survey (Urban) is 1 foot in 10,000 feet. This determination complies with the standard of closure (precision) figure was found to exceed this requirement.
Bearings, if any, shown based on Plat Meridian (reference) NORTH ℄ S88°22'52"W
Elevations shown refer to N.G.V.D. 1929.
BM # A-26 (MIAMI-DADE)
Elevation = 6.18 ft (N.G.V.D.)

Notice is hereby given that Sunshine State One Call of Florida, Inc. must be contacted at 1-800-432-4770 at least 48 hours in advance of any construction, excavation or demolition activity within, upon, abutting or adjacent to the Subject Property. This Notice is given in compliance with the "Underground Facility Damage Prevention and Safety Act," pursuant to Chapter 556.101-111 of the Florida Statutes.

AREA	
SQ. FT.	±33,600
ACRES	±0.77

14-20800
17-22736

REVISIONS:

FLOOD ZONE	COMM. No.	PANEL No.	SUFFIX	
AE	120654	0306	L	Not valid unless it bears the signature and the original raised seal of Florida licensed Surveyor and Mapper.
F.I.R.M.DATE	F.I.R.M.INDEX	BASE ELEV.		
09 / 11 / 09	09 / 11 / 09	+ 8 FT N.G.V.D.		

TOPOGRAPHIC SURVEY.
I HEREBY CERTIFY: that this survey meets the standards of practice as set forth by the FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS in chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

RENE AIGUESVIVES 04/16/21
PROFESSIONAL SURVEYOR AND MAPPER No. 4327. State of Florida.

Alvarez, Aiguesvives and Associates, Inc.
Surveyors, Mappers and Land Planners
9789 Sunset Drive, Miami, FL 33173
Ph. 305-385-0385 ~ 305.220.2424 L.B. No. 6867
fastsurvey@aol.com ~ aaasurvey@aol.com

Field Date	Scale:	Drawn by:	Dwg. No.
04/14/21	1"=20'	R.S.	21-25426

Luis O. Revuelta

Digitally signed by Luis O. Revuelta
DN: E=INFO@Revuelta.com, CN=Luis O. Revuelta, O="Revuelta Architecture International, P.A.", L=Miami, S=Florida, C=US
Date: 2024.02.26 10:04:40-05'00'

DocuSign Envelope ID: 710C0676-9888-4825-8109-F0D5F52BB7F3

This instrument was prepared by:
Graham Penn, Esq.
Bercow Radell Fernandez Larkin
& Tapanes, PLLC
200 S. Biscayne Blvd., Ste. 300
Miami, FL 33131

(Space reserved for Clerk)

COVENANT RUNNING WITH THE LAND
IN LIEU OF UNITY OF TITLE

WHEREAS, the undersigned 7940 NBV Partners, LLC, a Florida limited liability company (the "**Owner**"), holds the fee simple title to the land in North Bay Village, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by a submitted attorney's opinion; and

WHEREAS, the Owner may wish to convey portions of the Property from time to time, this instrument is executed in order to assure that the phased development of the property with future multiple ownership, will not violate the North Bay Village Unified Land Development Code; and

WHEREAS, Owner desires to develop the Property for residential purposes and wants to assure North Bay Village (the "**Village**") that the integrity of the development (the "**Project**") will be built in accordance with (i) the site plan entitled, "7940 West Drive." prepared by Revuelta Architecture International, and dated last revised August 18, 2023; and (ii) the landscape plans entitled "7940 West Drive," prepared by LAND Design, and dated last revised September 6, 2023 (the "**Proffered Plans**"); and

WHEREAS, Owner may wish to convey portions of the Property from time to time, or may wish to develop the same in phases or stages, or may wish to offer the units as condominiums, and is executing this instrument to assure the Village that the development will not violate the Village's Unified Land Development Code when it is so developed;

NOW THEREFORE, in consideration of the premises, Owner hereby freely, voluntarily and without duress agrees as follows:

1. The foregoing recitals and exhibit(s) reference there are true and correct, and are incorporated as a part of this instrument.

2. This instrument on the part of the Owner shall constitute a covenant running with the land, and will be recorded at Owner's expense in the public records of Miami-Dade County, Florida. This instrument shall remain in full force and effect and be binding upon the heirs, successors, and assigns of the respective Owner until such time as the same is released in writing as hereinafter provided.

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3. The Property will be developed in substantial conformity with the Proffered Plans. No modification of the Proffered Plans shall be effective without the written consent of the Village Manger or the Manager's designee.

4. Each phase or stage shall of the Project shall be developed in substantial accordance with the plans identified above in paragraph 2.

5. Each phase or stage of the Project, when standing independently or in conjunction with existing, developed, contiguous phases or stages, shall meet all of the Village's land development regulations. This paragraph shall not be subject to a request for a variance or modification.

6. If the Property comes under ownership by multiple parties, each of the subsequent owners, mortgagees, heirs, assigns and other parties in interest shall be bound by the terms, provisions and conditions of this instrument.

7. To the extent necessary, Owner hereby reserves easements and hereby grants reciprocal cross-easements to the owners of each phase or stage of development, in and over the Property for utilities, water and sewer lines, common parking areas, streets, driveways, entrance and exits, *etc*., so that the integrity of the Project shall be maintained.

8. Owner shall provide for permanent and safe access for pedestrian and vehicular traffic within the Property (including within the Project), and particularly for right of access for fire, police, health, sanitation and other public service personnel vehicles.

9. Owner acknowledges and agrees that any of the Village's inspectors, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and investigating the use of the Property (including the Project) to determine whether or not the requirements of the building and land development regulations, and the conditions of this instrument are being complied with.

10. The provisions of this instrument shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for thirty (30) years after the date of such recordation, after which time they shall automatically be extended for successive periods of ten (10) years each, unless released.

11. The provisions of this instrument may be released, amended, or modified from time to time by recorded instrument by the then-Owner or Owners of the Property, with joinders by all mortgagees, if any, provided that the same is also approved by the Village Manager or the Village Manager's designee.

12. Enforcement shall be by action against any parties or persons violating or attempting to violate any of this instrument. The prevailing party in any action or suit

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arising out of or pertaining to this instrument shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may determine to be reasonable for the services of his attorney. This enforcement provision is in addition to any other remedy at law, in equity or both.

13. Invalidation of any one of provision of this instrument by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.

14. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither (i) be deemed to constitute an election of remedies; nor (ii) preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

15. The Owner acknowledges and agrees that, if the Owner violates this instrument, the Village is authorized to withhold, revoke or cancel any development orders, and may refuse to make any inspections or grant any approval until such time as the Owner comes into compliance with this instrument.

16. This instrument shall be recorded in the public records of Miami-Dade County at the Owner's expense.

[**Execution Pages Follow**]

DocuSign Envelope ID: 710C0676-9888-4825-8109-F0D5F52BB7F3

OWNER:

In the presence of:

DocuSigned by:
Allison Arias
1ECD36096F6145A...
Witness #1 Print Name: Allison Arias

DocuSigned by:
Andreina Espina
B31BB9408424C4A...
Witness #2 Print Name: Andreina Espina

7940 NBV Partners, LLC, a Florida limited liability company,

Mikael Hamaoui
By: DocuSigned by: 9E11A9497AD74CB...
Title: Manager
Dated this __ day of _____, 2024.

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this___ day of February, 2024, by Mikael Hamaoui, as Manager of 7940 NBV Partners, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____as identification and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: _____
Notary Public (Print, Stamp, or Type as Commissioned)

Section-Township-Range: 09-53-42
Folio Numbers: 23-3209-001-0400, 23-3209-001-0420,

DocuSign Envelope ID: 710C0676-9888-4825-8109-F0D5F52BB7F3

JOINDER BY MORTGAGEE CORPORATION

The undersigned **LV NORTH BAY, LLC,** a Florida Limited Liability Company, having its principle place of business at 175 SW 7 Street, Suite 2101 Miami Florida 33130, and Mortgagee under that certain Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement dated August 15, 2023, and recorded August 18, 2023 in Official Records Book 33843 at Page 1187 from **7940 NBV PARTNERS, LLC,** a Florida limited liability company, together with UCC filing recorded in Book 33843 at Page 1223 all in the Public Records of Miami-Dade County, Florida covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

Witnesses:

DocuSigned by:
Allison Arias
1ECD3609BF6145A...
Signature

Allison Arias
Print Name

DocuSigned by:
Andreina Espina
B31BB946942C4AA...
Signature

Andreina Espina
Print Name

LV North Bay, LLC
Name of Corporation
175 SW 7 Street, Suite 2101
Miami, FL 33130

By: DocuSigned by:
Camilo Nino
3FA39F226ED846C...

Camilo Nino, Managing Member of LV Lending, LLC, which is the Managing Member of LV North Bay, LLC

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of __ physical presence or _ online notarization this ____ day of _____, 2024, by Camilo Nino, Managing Member of LV Lending, LLC, which is the Managing Member of LV North Bay, LLC, a Florida Limited Liability Company, on behalf of such company, who is personally know to me or produced _____ as identification.

_____
Notary Stamp:
(Signature)

_____
(Print Name)

My Commission Expires: _____
Serial No., if any: _____

Section-Township-Range: 09-53-42
Folio Numbers: 23-3209-001-0400, 23-3209-001-0420,

DocuSign Envelope ID: 710C0676-9888-4825-8109-F0D5F52BB7F3

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

LOTS 38, 40, and 42, "HARBOR ISLAND," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Commonly known as 7938 and 7940 West Drive and identified for tax purposes by folio numbers 23-3209-001-0400 and 23-3209-001-0420.

Section-Township-Range: 09-53-42
Folio Numbers: 23-3209-001-0400, 23-3209-001-0420,

CFN: 20240053199 BOOK 34060 PAGE 1415
DATE:01/19/2024 02:54:01 PM
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

RECORD AND RETURN TO:

Tony Recio, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, Florida 33134

COVER PAGE TO DEVELOPMENT AGREEMENT BY AND BETWEEN 7940 NBV PARTNERS, LLC AND NORTH BAY VILLAGE, FLORIDA

(67 PAGES)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 4th day of ~~December 2023~~ January 2024, by and between 7940 NBV Partners, LLC, a Florida limited liability company (the "Owner"), and North Bay Village, Florida, a Florida municipal corporation (the "Village") (together, the "Parties").

RECITALS

WHEREAS, the Owner owns the real property located within the boundaries of the Village, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated "High-Density Multi-Family Residential" on the Village's Comprehensive Plan Future Land Use Map and zoned RM-70 "High Density Multiple Family Residential District" pursuant to the Village's Land Development Regulations (as herein defined); and

WHEREAS, on September 28, 2023 (the "Commission Approval Date"), by Resolution 2023-122 (the "Approval Resolution") a copy of which is attached as Exhibit "B", the Village Mayor and Commission granted approval pursuant to Sec. 5.8 of the North Bay Village Unified Land Development Code (the "ULDC") for a multifamily residential project consisting of 70 dwelling units with 135 parking spaces, together with ancillary resident amenities in a 312-foot building that relies on 16 dwelling units of transferred density and bonus height (the "Project"); and

WHEREAS, the Owner seeks to develop the Property; and

WHEREAS, the Parties desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15 of the ULDC.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Owner and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.

2. Definitions.

   a. "Approval Resolution" is defined in the third recital above.

   b. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, F.S. in effect as of the Commission Approval Date.

   c. "Site Plan" is that Development plan prepared by Revuelta Architecture

International, as more fully described in Section 6 of this Agreement, as approved by the Approval Resolution.

d. "Owner" means the person(s) undertaking the development of the Property, as defined in the preamble to this Agreement, and any successors or assigns thereof; provided however that the term "Owner" does not include future fee simple owners of any individual lot or unit within the Project.

e. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.; provided, however, that activities and uses set forth in Section 163.3221(4)(b), F.S., shall not constitute Development.

f. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of Local Government having the effect of permitting the development of land.

g. "Effective Date" is the latter of the date of execution of this Agreement by the Owner or the Village.

h. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of Local Government.

i. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.

j. "Land Development Regulations" or "ULDC" means ordinances, rules, and policies in effect as of the Commission Approval Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any Local Government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.

k. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a Local Government affecting the development of Land and in effect as of the Commission Approval Date. All Laws referenced in this Agreement shall refer to the Law in effect as of the Commission Approval Date.

l. "Local Government" means any county or municipality or any special district or local government entity established pursuant to law which exercises regulatory authority over the Property, and grants development permits for, land development.

m. "Master Building Permit" means a building permit for above-grade vertical construction of the shell of the principal building approved under the Project Approval, as hereinafter defined.

n. "Project" means the development approved pursuant to the Project Approval.

o. "Project Approval" is defined in Section 6 of this Agreement.

p. "Project Validity Period" is defined in Section 7.a.i.

q. "Property" is defined in the recitals.

r. "Public Facilities" means major capital improvements required to properly service the Project, including, but not limited to, sanitary sewer, drainage, parks, and potable water.

s. "Term" is defined in Section 4.a.

3. Intent. It is the intent of the Owner and the Village that this Agreement should be construed and implemented so as to effectuate the requirements of Section 8.15 and Chapter 15 of the ULDC.

4. Effective Date and Duration.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of two (2) years from the Effective Date (the "Term"), provided that Owner may request two one-(1)-year extensions, for a total term of four (4) years, subject to extensions of the Project Approval allowed by law.

b. The expiration date of the Agreement shall be the date of the expiration of the Term (the "Expiration Date").

c. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any Local Government initiated moratorium, litigation or challenges that materially limit the ability of the Owner to continue the development of the Project.

d. If the Project Approval (as defined below) expires as provided in Section 7.a.i. of this Agreement, this Agreement shall automatically terminate and the Term shall be deemed to have lapsed.

5. Permitted Development Uses and Building Intensities.

a. Permitted Development Uses. Concurrently with the adoption and acceptance of

this Agreement, the Owner has proffered and the Village has approved the Site Plan pursuant to the Approval Resolution (collectively, the Site Plan and Approval Resolution constitute the "Project Approval"). In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive Plan and that the Project Approval accords with the Land Development Regulations. Upon execution of this Agreement and for the Term, subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan and the Land Development Regulations.

b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of minor modifications) and the applicable provisions of the Comprehensive Plan.

6. Project Approval. The Project shall be in substantial conformance with the Site Plan which consists of the following (except as may be modified upon application by Owner pursuant to Section 5.9 of the ULDC):

a. Architectural plans prepared by Revuelta Architecture International, revisions dated 08/18/23 and original plans digitally signed by Jose O. Revuelta dated 6/12/23:
   1) Cover Sheet, Drawing Index and Rendering
   2) A-001 Location Plan
   3) A-002: Boundary Survey prepared by Schwebke, Shiskin & Associates, Inc., dated 2/21/23 and digitally signed by Mark Steven Johnson, PSM on 03/09/23.
   4) A-003: Project Data
   5) A-004: Site Plan
   6) A-005: Parking Analysis
   7) A-005a and 005b: Sections
   8) A-008 Building Footprint (diagram)
   9) A-101 through A110: Individual Floor Plans (Ground to Top of Roof)
   10) A-401 through A404: Elevations
   11) A-501: Sections
   12) A-502: Enlarged Sections
   13) A-601 through A-603: 3D Views (Context, Overall and Vignettes)

b. Landscape Plans prepared by LAND Design, dated 6/12/23 and digitally signed by Marsch C. Kriplen, LA (revised 7/18/23, 8/29/23 and 9/6/23):
   1) LVCR: Cover Page and Index
   2) L002: General Site Notes
   3) L003: Aerial Image and Existing Trees
   4) TD100 and TD110: Tree Disposition Schedule and Notes/Tree Disposition Plan
   5) L200 and L210: Materials Schedule & Notes and Ground Floor Plan
   6) L400: Planting Schedule & Notes
   7) L401: Landscape Notes

8) L410: Trees & Plants Planting Plan Ground Floor
9) L420: Understory Planting Plan Ground Floor
10) L450: Planting Details
11) L600: Sections

c. Civil Engineering Plans prepared by Schwebke, Shiskin & Associates, dated 05/23/2023 and digitally signed by Hernando J. Navas, PE, 08/29/23 (revised 09/06/23):
   1) C-0: Cover Sheet
   2) WS-1 through WS-11: Water and Sewer Facilities
   3) PD-1 through PD-5: Paving, Grading and Drainage Facilities
   4) PMS-1: Pavement Signage and Marking
d. Photometrics Sheets LD901 through LD905 prepared by EXP, dated 6/12/23 and revised 7/18/23.
e. Level of Service Assessment prepared by Schwebke, Shiskin & Associates, digitally signed by Hernando J. Navas on 6/6/23.
f. Traffic Impact Analysis prepared by Kimley Horn, dated June 2023; digitally signed by Cory Dorman, P.E. 06/09/23; and subsequent responses to comments dated 7/18/23, 8/28/23, and 9/6/23, and substituting Attachment A-1, Updated Maneuverability Analysis, also dated 9/6/23.
g. Letter of eligibility, National Green Building Standard (NGBS) registration - Gold level, and Scorecard, prepared by ECSG and dated 07/17/23

7. Conditions of Approval.

   a. *General conditions*

      i. The Project Approval shall be valid for two (2) years, commencing on the Effective Date, within which time the Owner must obtain the Master Building Permit. No more than two (2) one-year extensions may be granted upon approval by the Village Commission based upon a finding that Owner has made good faith efforts to seek a Master Building Permit and has submitted a complete Master Building Permit application within two (2) years of the Effective Date of this Agreement. The initial two-year term and any subsequent extension that may be granted by the Village Commission plus any other extensions under this Agreement or under law is the "Project Validity Period." If the Owner desires to request an extension of the Project Validity Period under Sections 5.10 and 8.15 of the ULDC, a request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.

      ii. Owner's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this Agreement pursuant to Section 4.d. Upon termination, all bonuses, and any payments made in furtherance thereof, shall be forfeit.

iii. Once issued, Owner shall maintain the Master Building Permit in active standing as determined by the building official acting pursuant to the Florida Building Code throughout the remainder of the Project Validity Period and thereafter. In the event that either (1) the Project Validity Period expires without a then-active Master Building Permit being in place, or (2) following the Project Validity Period, the Master Building Permit expires or is revoked by the building official acting pursuant to the Florida Building Code and/or Chapter 8 of the Miami-Dade County Code, the Project Approval shall be automatically revoked and this Agreement shall be automatically terminated pursuant to Section 4.d. Upon termination, all bonuses, and any payments made in furtherance thereof, shall be forfeit.

iv. Cost recovery charges must be paid when due pursuant to Section 5.12 of the ULDC. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the Property (including fees related to any previous development proposal applications on the Property, if any) shall be paid in full when due.

v. Prior to issuance of the Master Building Permit, Owner shall pay all amounts of any kind then due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.

vi. Owner shall comply with all Site Plan comments, requirements, and conditions contained in this Agreement and the Approval Resolution.

b. *Height Bonus*

i. The maximum base density in the RM-70 zoning district is 150 feet. The Owner has requested to purchase additional height from North Bay Village concurrent with the Site Plan review, pursuant to Sec. 8.12 of the ULDC. The maximum height bonus results in a building height of 240 feet (which may be exceeded only through the additional height available with the TDR).

ii. The Owner shall pay the community contribution fees ($472,500) related to the approved bonus height as follows:

1. 10% ($47,250) within thirty (30) days of site plan approval by the Village Commission.

iii. 90% ($425,250) concurrently with the issuance of the first building permit issued for the Project. No building permit shall be issued by the

Village until the Owner has paid all the fees due (equal to $472,500).

c. *Density Rights Transfer and Associated Bonus Height*

i. The allocated base density of the Property is 54 dwellings. The Owner has requested purchase of 16 additional dwellings pursuant to Sec. 8.13 of the ULDC through a TDR from Village-owned property located in Harbor Island. The density rights shall be transferred from Vogel Park (the "Sending Site"), leaving only 11.8 density rights available for future transfer from this Sending Site.

ii. Approval of this Application includes additional building height to allow a maximum building height of 312 feet to accommodate the transferred density pursuant to Sec. 8.12.B.2 of the ULDC.

iii. The Owner shall pay a community contribution fee of $75,000 per transferred dwelling unit to North Bay Village within 90 days of site plan approval by the Village Commission (for a total of $1,200,000). Notwithstanding any contrary provision in the Land Development Regulations or this Agreement, upon payment of the community contribution fees and transfer of the dwelling units, the 16 transferred dwelling units shall run with the Property and shall survive the expiration or voluntary abandonment of the Approval Resolution. Upon the transfer of the dwelling units, they may be employed in any future redevelopment plan for the Property, whether pursuant to the Approval Resolution or a future Village approval, but cannot be transferred to any other Property.

d. *Landscape and Public Realm*

i. The Owner shall obtain approval from, and comply with the provisions and conditions set by, the Miami-Dade County Shoreline Development Review Committee

ii. Visibility triangles shall be shown on the plans on the inside of both driveways to show the clear zone, particularly the south side of the north driveway. If necessary, shift/relocate proposed plant material to meet the requirements.

iii. All structured parking shall be screened from view from the adjacent rights-of-way by an art treatment, to be approved by the Village Manager.

iv. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by streetscreens, walls, hedges, fences or opaque gates.

v. Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.

vi. Any blank walls over 25' in length and other unattractive areas of the site or building shall be heavily screened with landscaping. Additionally, landscape screening shall be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.

vii. The Owner shall seek to attain no less than 24 points from the North Bay Village Green Building Program, which effort shall include pursuing NGBS Gold certification for the project, as per the Owner's sustainable design consultant.

viii. Owner shall execute and record in the in the public records of Miami-Dade County, Florida, an Island Walk Easement in form and substance acceptable to the Village Manager and Village Attorney prior to the issuance of a Certificate of Occupancy, at the Owner's expense.

ix. The Island Walk Easement shall be and remain an open space public walkway with landscaping and other amenities as described in the Site Plan. The Island Walk Easement shall remain reasonably available for access and use by the public, from 6 AM to midnight ("Permitted Times"). The Island Walk Easement will be for the non-exclusive use by general members of the public, subject to the Village's regulations for the Island Walk not inconsistent with this Agreement.

x. All signage for public accessways to the Island Walk shall be constructed in substantial accordance with Exhibit "C" and shall be lit at night. The Walking Path and major public access points around the Property shall be marked with any other standard Island Walk identification sign, to be reasonably specified by the Village.

e. *Infrastructure/Drainage*

i. The Owner shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of application for any building permit.

ii. All existing and proposed access and/or utility easements, services and appurtenances shall be shown in grayscale on the Landscaping Plan. Water meters and backflow devices shall be located within landscaped areas and no permanent structures, including landscaping, shall be located above the water or sanitary system.

iii. Prior to issuance of the Master Building Permit, the Owner shall obtain, and submit to the Village, all required plan approvals from Miami-Dade County Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit, if applicable.

iv. Owner shall provide fixture unit count to support water meter sizing.

v. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.

vi. Prior to Master Building Permit approval, the Owner shall provide a signed and sealed drainage report prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.

vii. To the extent the Property's area allows under generally accepted engineering standards, Owner shall install additional injection wells to meet stormwater retention calculations based on the updated NOA Atlas 14 data set.

f. *Traffic/Circulation/Parking*

i. As a condition of issuance of the master building permit, the Owner shall submit verification that the proposed development has been reviewed and found in compliance for access management consideration by all agencies having jurisdiction.

ii. As a condition of issuance of the master building permit, the Owner shall coordinate with Miami Dade County Traffic Engineering Department and the Village to develop modified and acceptable signal timing plans for the junction of 79th Street Causeway and Harbor Island Drive to ensure the effectiveness of the proposed signal timing optimization.

iii. All sidewalks providing circulation to the public shall meet the minimum design criteria of the ADA. Ramp curbs shall be provided on the sidewalk at the driveway entrance (FDOT index 304).

iv. The Owner shall include sidewalk/grass strip restoration according to North Bay Village core requirements.

v. The proposed driving aisle width and parking plan are subject to approval

of the Owner's accompanying requests for variances from the ULDC requirements pursuant to Sec. 7.6. In the event that one or both variances are not approved, the Owner shall be required to redesign the proposed parking structure to comply with the minimum parking and aisle width standards per Sec. 9.3.

vi. The proposed provision of compact parking is subject to approval of the Owner's request for an exception pursuant to Sec. 8.11. In the event that the exception is not granted, the Owner shall be required to redesign the proposed parking structure to comply with the minimum parking standards per Sec. 9.3.

vii. If the compact parking exception is granted, the Owner shall provide valet parking services in perpetuity, and shall obtain from the Village a Business Tax Receipt for valet parking services on an annual basis to demonstrate compliance with this requirement.

viii. The Owner shall commit to providing a dockmaster to during all loading and delivery hours to facilitate loading and delivery operations and avoid any potential conflicts within the public right-of-way.

ix. As part of loading and delivery operations, garbage pickup and any other loading and delivery vehicles shall be required to follow the normal flow of traffic around the existing roundabout and shall not be allowed to go against the flow of traffic to turn left into the loading area before the roundabout.

x. The Owner shall coordinate with Village staff to ensure that garbage collection occurs during off-peak hours.

g. *Other*

i. All signage shall comply with the restrictions of Chapter 11.

ii. Owner shall pay all amounts of any kind when due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.

Except as otherwise provided in this Agreement, material non-compliance with any of the foregoing shall be cause for the Village's termination of this Agreement pursuant to Section 16.

8. Temporary Water and Sewer Moratorium. Wastewater Connection. The Village will use best efforts to support completion of all necessary improvements to the North Bay Village Hall Pump Station (No. 23-0002) in order to lift the Temporary Moratorium put in place by the Miami-Dade County Department of Environmental Resources

Management, or support Owner's efforts to locate an alternative connection and obtain the required approvals from Miami-Dade County.

9. Impacted Public Parking Spaces. For the two to three (2-3) public parking spaces on West Drive that will be permanently removed from the public inventory to accommodate the access to the Property, Owner shall pay $150,000 to the Village prior to obtaining a Certificate of Occupancy. During construction, the Village will close the parking spaces abutting the Property to the general public. Owner shall compensate the Village for such parking space closures at a rate equal to the rate charged for other development projects on Harbor Island. Once the project has received its Certificate of Occupancy, the Condo Association shall pay to the Village, in monthly installments, an amount commensurate with the use of the two spaces twenty-four hours/day, seven days/week.

10. Reserved.

11. Local Development Permits.

    a. To the extent required by Law, the Owner may need to apply to the Village for certain additional development permits in order for the Owner to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan. Those development permits may include, but are not limited to:

        i. Subdivision plat and/or waiver of plat approvals, if applicable;

        ii. Water, sewer, paving and drainage, and other infrastructure permits;

        iii. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants;

        iv. Building permits;

        v. Certificates of occupancy; and

        vi. Any other official action of the Village and/or Miami-Dade County, Florida, having the effect of permitting the development of the Property.

12. Necessity of Complying with Local Regulations Relative to Development Permits. The Owner and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Owner of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Owner to develop the Property in a manner that is materially inconsistent with the Project Approval. Owner agrees to provide all subdivision, water, sewer, paving and drainage, and any other infrastructure improvements required to develop, serve, and maintain the

Property consistent with the Project Approval. Owner acknowledges that Miami-Dade County or any of its agencies, and any other state and local agencies with jurisdiction over the Property or the Project are not parties to this Agreement. The Owner's inability to obtain additional development permits from any such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement and the Village shall have no obligation whatsoever to modify or amend the Project Approval or this Agreement, or return any monies paid by Owner, in such instance.

13. Impact Fees. Prior to issuance of the master building permit, Owner shall pay any sums then due to Village under applicable law for impact fees as a payment in lieu of impact fees. The Village confirms that it will use the payment in lieu of impact fees in compliance with Section 163.31801, Florida Statutes (2022) and the Village's enabling ordinances. The Owner waives any claim against said payment in lieu of impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion, provided that if a court of competent jurisdiction finds that a payment in lieu of impact fees to be unlawful, then any payments made pursuant to this subparagraph shall be reclassified as impact fees and spent by the Village in accordance with applicable law. Owner shall be entitled to a credit against impact fees in the amount paid in lieu of impact fees pursuant to this paragraph. Under no circumstances shall the Owner be entitled to a refund of the payment in lieu of impact fees and Owner waives any potential refund of any payments in lieu of impact fees under this paragraph. It is agreed and understood by the parties that no impact fees other than those listed in Exhibit "D" hereto will apply to the development of the Project. No new impact fees or increases to the fees in existence as of the Commission Approval Date shall be applied to the development of the Project. The Village and Owner shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. Nothing in this Agreement shall be construed as a waiver by the Owner of its right to pursue impact fee credits for any and all work performed by the Owner for which impact fee credits can be awarded.

14. Reserved.

15. Enforcement.

    a. Enforcement. Enforcement of this Agreement may be by action in law or equity, including but not limited to specific performance, against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both.

    b. Village's Remedy. In addition to all other available enforcement mechanisms available in law or equity, in each event of Owner's material noncompliance with any of the terms set forth herein or in the Project Approval, the Village may

revoke the Project Approval and/or terminate this Agreement after providing notice of the instance of noncompliance and its intent to revoke and/or terminate within thirty (30) calendar days. The Owner shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Owner's failure to cure such noncompliance prior to the lapse of the thirty (30) day period shall afford the Village, at its sole option, the absolute right to terminate this Agreement.

c. Owner's Remedies. In the event of the Village's material noncompliance with any of the terms herein or contained in the Project Approval, the Owner shall have the right to pursue all remedies available at law and/or equity, including but not limited to specific performance.

d. Additional Provisions. In the event of any litigation, the losing party shall pay the prevailing party's attorney's fees and costs at all trial and appellate and other levels. **EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES AND RELEASES ITS RIGHT TO CLAIM A TRIAL BY JURY OR JURY ADVISORY COMMITTEE WITH RESPECT TO ANY ACTION ARISING HEREUNDER.**

e. Owner's Without Cause Termination Right. Notwithstanding anything to the contrary in this Agreement or otherwise, Owner shall have the right to terminate this Agreement without cause at any time by providing the Village with seven (7) days advance written notice ("Termination Notice"). Upon provision of the Termination Notice by Owner and expiration of the 7 day period referenced in the preceding sentence, (i) the Agreement and the Project Approval shall terminate and be null and void; and (ii) neither party shall have any further rights or obligations under the Agreement or the Project Approval, provided that any payments made by Owner to Village under this Agreement before the date of the Termination Notice are non-refundable.

16. Binding Effect. The obligations imposed pursuant to this Agreement upon the Owner and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Owner, upon execution of this Agreement.

17. Governing Laws.

a. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owner and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

b. This Agreement is effectuated pursuant solely to Sections 8.15 and Chapter 15 of the ULDC, and was not enacted, nor should be construed or interpreted, as a Development Agreement under the Florida Local Government Development Act pursuant to Sections 163.3220 through 163.3243, Florida Statutes (2022) (the "Act"), as the same may be amended from time to time. Rights and obligations provided or imposed by the Act shall not be applicable to the Owner or Village.

18. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at:	Village Manager 1666 Kennedy Causeway, 3rd Floor North Bay Village, FL 33141
With a copy to:	Village Attorney 1666 Kennedy Causeway, 3rd Floor North Bay Village, FL 33141
	Haydee Sera, Esq. Village Attorney Weiss Serota Helfman Cole & Bierman, P.L. 2800 Ponce de Leon Blvd., Suite 1200 Coral Gables, FL 33134
If to Owner at:	7940 NBV Partners, LLC Attn: Mikael Hamaoui 1045 10 Street, Apt. 904 Miami Beach, Florida 33139
With copies to:	Bercow Radell Fernandez Larkin & Tapanes PLLC Attn: Graham Penn, Esq. 200 S. Biscayne Boulevard, Suite 300 Miami, Florida 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Either party may change its notice address by providing written notice to the other party of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

19. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and

the remainder of this Agreement shall be construed to be in full force and effect.

20. Entire Agreement. This Agreement and the Project Approval, together with the documents referenced herein and therein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

21. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Owner (and/or its assigns, which may include, but not be limited to master property Owner' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the Village after public hearing.

22. Conflicts. In the event of any conflict between this Agreement and the Approval Resolution, this Agreement shall govern.

23. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Village's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

25. No Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Agreement or the Project Approval.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

In the presence of:

VILLAGE:
NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation

Witness #1 Print Name: Leo Cosio
1666 Kennedy Causeway, #300, North Bay Village, FL 33141

By: _____
Dr. Ralph Rosado, AICP
Village Manager
Dated this 2nd day of January, 2024.

Witness #2 Print Name: Annabelle Rodrigues
1666 Kennedy Causeway, #300, North Bay Village, FL 33141

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 2nd day of January, 2024, by Ralph Rosado, as Village Manager of North Bay Village, a Florida municipal corporation, on behalf of the Village. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

ALBA L. CHANG
Notary Public - State of Florida
Commission # HH 139248
My Comm. Expires Oct 3, 2025
Bonded through National Notary Assn.

OWNER:

In the presence of:

7940 NBV Partners, LLC, a Florida limited liability company,

Witness #1 Print Name: PETER KAUARY
Address: 2601 NE 2 Ave., Miami, FL 33137

Print Name: Mikael Hemaoui
Title: Manager
Dated this 1st day of December, 2023.

Witness #2 Print Name: Todd Guthrie
Address: 2601 NE 2 Ave., Miami, FL 33137

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of December, 2023, by Mikael Hemaoui, as Manager of 7940 NBV Partners, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: 3/21/2027

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

DEREK GRANQUIST
Commission # HH 376883
Expires March 21, 2027

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Address: 7938-7940 West Drive, North Bay Village, Florida

Folio Number(s): 23-3209-001-0420 and 23-3209-001-0400

Legal Description:

LOTS 38, 40, 42, "HARBOR ISLAND," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"

APPROVAL RESOLUTION

RESOLUTION NO. 2023-122

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") APPROVING WITH CONDITIONS A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER 16 DENSITY RIGHTS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13. TO REACH A MAXIMUM OF 70 DWELLING UNITS; AND (B) INCREASE BUILDING HEIGHT ABOVE THE BASE BUILDING HEIGHT OF 150 FEET VIA BONUSES AVAILABLE PURSUANT TO SEC. 8.12, UP TO A MAXIMUM HEIGHT OF 312 FEET; TO BE CONSTRUCTED ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7940 WEST DRIVE, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 7940 NBV Partners, LLC ("the "Applicant") has submitted an application to North Bay Village (the "Village"), pursuant to Section 5.8, seeking approval of a site plan for a multifamily residential project on an approximately 0.77-acre site, identified by Folio Nos. 23-3209-001-0420 and 23-3209-001-0400, located at 7938-7940 West Drive, as legally described in Exhibit A, "Legal Description" attached hereto (the "Property"); and

WHEREAS, the subject development project consists of 70 for-sale residential units and ancillary indoor and outdoor resident amenities within a 312-foot, 27 story building; plus structured parking (collectively, the "Project"); and

WHEREAS, the site plan for the Project is attached hereto as Exhibit "B"; and

WHEREAS, to achieve the proposed number of units, the Applicant requested to purchase 16 dwellings through a transfer of density rights from Village-owned property, pursuant to Sections 8.10.D.4.d. and 8.13.; and

WHEREAS, the requested transfer of density rights will yield a maximum density no greater than 30% above the base density of 70 units per acre, in compliance with the above-referenced sections; and

WHEREAS, as part of the TDR purchase request, the Applicant intends to utilize additional building height available with the transfer of density rights, up to a maximum of 72 additional feet, to accommodate the additional units; and

WHEREAS, concurrent with the Site Plan review as required in Sec. 8.12 of the ULDC, the Applicant has also requested to purchase up to 90 additional feet of building height from North Bay Village; and

WHEREAS, the maximum permitted building height with bonuses (not including mechanical structures located on the rooftop, which are exempt from the height limitation per Section 8.17.G) is 312 feet; and

WHEREAS, Village staff and found the Project largely consistent with the relevant goals, objectives and policies Comprehensive Plan and the pillars articulated in the NBV100 Master Plan, and recommends approval subject to prior approval of separate variance requests to reduce the parking requirement and the width of the garage's driving aisle; an exception to provide 20% of the parking as compact spaces; and other conditions herein; and

WHEREAS, pursuant to Section 8.13 and Chapter 15 of the ULDC, Village Staff and the Applicant have agreed on the terms of a development agreement, approved pursuant to Resolution No. 2023-123, which memorializes the transfer of density rights, height bonuses, building area in the Project, and other requirements; and

WHEREAS, after a duly noticed public hearing held on September 14, 2023, the Planning and Zoning Board recommended approval with conditions of the Site Plan request; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on September 28, 2023 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is consistent with the Village's NBV100 Master Plan vision, the Comprehensive Plan and ULDC; furthers the purpose, goals, objectives, and policies of same; and is in the best interest of the Village.

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

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

Section 2. Decision; Conditions. Pursuant to Section 5.8 and Appendix B of the ULDC, the site plan to construct a multifamily, for sale, residential development Project consisting of 70 residential units along with complementary resident amenities, as well as a parking garage (as shown in Exhibit "B"), is hereby approved subject to the following conditions:

General conditions

1. The Project Approval shall be valid for two (2) years, commencing on the Effective Date, within which time the Applicant must obtain the Master Building Permit. No more than two (2) one-year extensions may be granted upon approval by the Village Commission based upon a finding that Applicant has made good faith efforts to seek a Master Building Permit and has submitted a complete Master Building Permit application within two (2) years of the Effective Date of this Agreement. The initial two-year term and any subsequent extension that may be granted by the Village Commission plus any other extensions under this Agreement or under law is the "Project Validity Period." If the Applicant desires

to request an extension of the Project Validity Period under Sections 5.10 and 8.15 of the ULDC, a request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.

2. Applicant's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this Agreement pursuant to Section 4.d. Upon termination, all bonuses, and any payments made in furtherance thereof, shall be forfeit.
3. Once issued, Applicant shall maintain the Master Building Permit in active standing as determined by the building official acting pursuant to the Florida Building Code throughout the remainder of the Project Validity Period and thereafter. In the event that either (1) the Project Validity Period expires without a then-active Master Building Permit being in place, or (2) following the Project Validity Period, the Master Building Permit expires or is revoked by the building official acting pursuant to the Florida Building Code and/or Chapter 8 of the Miami-Dade County Code, the Project Approval shall be automatically revoked and this Agreement shall be automatically terminated pursuant to Section 4.d. Upon termination, all bonuses, and any payments made in furtherance thereof, shall be forfeit.
4. Cost recovery charges must be paid when due pursuant to Section 5.12 of the ULDC. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the Property (including fees related to any previous development proposal applications on the Property, if any) shall be paid in full when due.
5. The Applicant shall provide a unity of title or covenant in lieu of unity of title, in a form acceptable to the Village Attorney, for all parcels prior to the issuance of the Master Building Permit. The unity of title or covenant in lieu of unity of title shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of the Applicant.
6. Prior to issuance of the Master Building Permit, Applicant shall pay all amounts of any kind then due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.
7. Applicant shall comply with all Site Plan comments, requirements, and conditions contained in this Resolution and the Development Agreement.
8. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:
   A. Architectural plans prepared by Revuelta Architecture International, revisions dated 08/18/23 and original plans digitally signed by Jose O. Revuelta dated 6/12/23:
      1) Cover Sheet, Drawing Index and Rendering
      2) A-001 Location Plan
      3) A-002: Boundary Survey prepared by Schwekke, Shiskin & Associates, Inc., dated 2/21/23 and digitally signed by Mark Steven Johnson, PSM on 03/09/23.
      4) A-003: Project Data

5) A-004: Site Plan
6) A-005: Parking Analysis
7) A-005a and 005b: Sections
8) A-008 Building Footprint (diagram)
9) A-101 through A110: Individual Floor Plans (Ground to Top of Roof)
10) A-401 through A404: Elevations
11) A-501: Sections
12) A-502: Enlarged Sections
13) A-601 through A-603: 3D Views (Context, Overall and Vignettes)

B. Landscape Plans prepared by LAND Design, dated 6/12/23 and digitally signed by Marsch C. Kriplen, LA (revised 7/18/23, 8/29/23 and 9/6/23):
   1) LVCR: Cover Page and Index
   2) L002: General Site Notes
   3) L003: Aerial Image and Existing Trees
   4) TD100 and TD110: Tree Disposition Schedule and Notes/Tree Disposition Plan
   5) L200 and L210: Materials Schedule & Notes and Ground Floor Plan
   6) L400: Planting Schedule & Notes
   7) L401: Landscape Notes
   8) L410: Trees & Plants Planting Plan Ground Floor
   9) L420: Understory Planting Plan Ground Floor
   10) L450: Planting Details
   11) L600: Sections
C. Civil Engineering Plans prepared by Schwebke, Shisking & Associates, dated 05/23/2023 and digitally signed by Hernando J. Navas, PE, 08/29/23 (revised 09/06/23):
   1) C-0: Cover Sheet
   2) WS-1 through WS-11: Water and Sewer Facilities
   3) PD-1 through PD-5: Paving, Grading and Drainage Facilities
   4) PMS-1: Pavement Signage and Marking
D. Photometrics Sheets LD901 through LD905 prepared by EXP, dated 6/12/23 and revised 7/18/23.
E. Level of Service Assessment prepared by Schwebke, Shiskin & Associates, digitally signed by Hernando J. Navas on 6/6/23.
F. Traffic Impact Analysis prepared by Kimley Horn, dated June 2023; digitally signed by Cory Dorman, P.E. 06/09/23; and subsequent responses to comments dated 7/18/23, 8/28/23, and 9/6/23, and substituting Attachment A-1, Updated Maneuverability Analysis, also dated 9/6/23.
G. Letter of eligibility, National Green Building Standard (NGBS) registration - Gold level, and Scorecard, prepared by ESBG and dated 07/17/23.

Prior to issuance of a building permit

Development Agreement:

1. Pursuant to Section 8.15 and Chapter 15 of the ULDC, the Applicant shall record a Development Agreement memorializing the Project's Site Plan Approval

conditions including, but not limited to the Applicant's responsibility for constructing all the required associated public improvements, as well as the transfer of density rights, height bonus and related requirements as approved herein. The Development Agreement is attached hereto as Exhibit "C."

Height Bonus (Sec. 8.12):

1. The maximum base density in the RM-70 zoning district is 150 feet. The Applicant has requested to purchase additional height from North Bay Village concurrent with the Site Plan review, pursuant to Sec. 8.12 of the ULDC. The maximum height bonus results in a building height of 240 feet (which may be exceeded only through the additional height available with the TDR).
2. The Applicant shall pay the community contribution fees ($472,500) related to the approved bonus height as follows:
   a. Ten percent (10%) equal to $47,250 within thirty (30) days of site plan approval by the Village Commission.
   b. Ninety percent (90%) equal to $425,250 concurrently with the issuance of the first building permit issued for the Project.
3. No building permit shall be issued by the Village until the applicant has paid all the fees due (equal to $472,500).

Density Rights Transfer and Associated Bonus Height:

1. The allocated base density of the Property is 54 dwellings. The Applicant has requested purchase of sixteen (16) additional dwellings pursuant to Sec. 8.13 of the ULDC through a transfer of density rights from Village-owned property located in Harbor Island. The density rights shall be transferred from Vogel Park (the "Sending Site"), leaving only 11.8 density rights available for future transfer from this Sending Site.
2. Approval of this Application includes additional building height to allow a maximum building height of 312 feet to accommodate the transferred density pursuant to Sec. 8.12.B.2 of the ULDC.
3. The Applicant shall pay a community contribution fee of $75,000 per transferred dwelling unit to North Bay Village within 90 days of site plan approval by the Village Commission (for a total of $1,200,000). Notwithstanding any contrary provision in the Land Development Regulations or the Development Agreement, upon payment of the community contribution fees and transfer of the dwelling units, the sixteen (16) transferred dwelling units shall run with the Property and shall survive the expiration or voluntary abandonment of this Resolution. Upon the transfer of the dwelling units, they may be employed in any future redevelopment plan for the Property, whether pursuant to the Approval Resolution or a future Village approval but cannot be transferred to any other Property.

Landscape and Public Realm:

1. The Applicant shall obtain approval from, and comply with the provisions and conditions set by, the Miami-Dade County Shoreline Development Review Committee.

2. Visibility triangles shall be shown on the plans on the inside of both driveways to show the clear zone, particularly the south side of the north driveway. If necessary, shift/relocate proposed plant material to meet the requirements.
3. All structured parking shall be screened from view from the adjacent rights-of-way by an art treatment, to be approved by the Village Manager.
4. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by streetscreens, walls, hedges, fences or opaque gates.
5. Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.
6. Any blank walls over 25' in length and other unattractive areas of the site or building shall be heavily screened with landscaping. Additionally, landscape screening shall be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.
7. The Applicant shall seek to attain no less than 24 points from the North Bay Village Green Building Program, which effort shall include pursuing NGBS Gold certification for the project, as per the Applicant's sustainable design consultant.
8. Applicant shall execute and record in the in the public records of Miami-Dade County, Florida, an Island Walk Easement in form and substance acceptable to the Village Manager and Village Attorney prior to the issuance of a Certificate of Occupancy, at the Applicant's expense.
9. The Island Walk Easement shall be and remain an open space public walkway with landscaping and other amenities as described in the Site Plan. The Island Walk Easement shall remain reasonably available for access and use by the public, from 6 AM to midnight ("Permitted Times"). The Island Walk Easement will be for the non-exclusive use by general members of the public, subject to the Village's regulations for the Island Walk not inconsistent with this Agreement.
10. All signage for public accessways to the Island Walk shall be constructed in substantial accordance with Exhibit "C" to the Development Agreement and shall be lit at night. The Walking Path and major public access points around the Property shall be marked with any other standard Island Walk identification sign, to be reasonably specified by the Village.

Infrastructure/Drainage:

1. The Applicant shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of application for any building permit.
2. All existing and proposed access and/or utility easements, services and appurtenances shall be shown in grayscale on the Landscaping Plan. Water meters and backflow devices shall be located within landscaped areas and no permanent structures, including landscaping, shall be located above the water or sanitary system.
3. Prior to issuance of the Master Building Permit, the Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County

Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.

4. Applicant shall provide fixture unit count to support water meter sizing.
5. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.
6. Prior to Master Building Permit approval, the Applicant shall provide a signed and sealed drainage report prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.
7. To the extent the Property's area allows under generally accepted engineering standards, Applicant shall install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.

Traffic/Circulation/Parking:

1. As a condition of issuance of the master building permit, the Applicant shall submit verification that the proposed development has been reviewed and found in compliance for access management consideration by all agencies having jurisdiction.
2. As a condition of issuance of the master building permit, the Applicant shall coordinate with Miami Dade County Traffic Engineering Department and the Village to develop modified and acceptable signal timing plans for the junction of 79th Street Causeway and Harbor Island Drive to ensure the effectiveness of the proposed signal timing optimization.
3. All sidewalks providing circulation to the public shall meet the minimum design criteria of the ADA. Ramp curbs shall be provided on the sidewalk at the driveway entrance (FDOT index 304).
4. The Applicant shall include sidewalk/grass strip restoration according to North Bay Village core requirements.
5. The proposed driving aisle width and parking plan are subject to approval of the Applicant's requests for deviations from the ULDC requirements pursuant to Sec. 7.6. In the event that one or both variances are not approved, the Applicant shall be required to redesign the proposed parking structure to comply with the minimum parking and aisle width standards per Sec. 9.3.
6. The proposed provision of compact parking is subject to approval of the Applicant's request for an exception pursuant to Sec. 8.11. In the event that the exception is not granted, the Applicant shall be required to redesign the proposed parking structure to comply with the minimum parking standards per Sec. 9.3.
7. If the compact parking exception is granted, the Applicant shall provide valet parking services in perpetuity, and shall obtain from the Village a Business Tax Receipt for valet parking services on an annual basis to demonstrate compliance with this requirement.

8. The Applicant shall commit to providing a dockmaster during all loading and delivery hours to facilitate loading and delivery operations and avoid any potential conflicts within the public right-of-way.
9. As part of loading and delivery operations, garbage pickup and any other loading and delivery vehicles shall be required to follow the normal flow of traffic around the existing roundabout and shall not be allowed to go against the flow of traffic to turn left into the loading area before the roundabout.
10. The Applicant shall coordinate with Village staff to ensure that garbage collection occurs during off-peak hours.

Other:
1. All signage shall comply with the restrictions of Chapter 11.

Prior to issuance of a Certificate of Occupancy
1. The Applicant shall pay all amounts of any kind then due to the Village, either under the Project Approval, the Development Agreement, or as imposed pursuant to any Land Development Regulation.
2. Applicant shall pay all amounts of any kind when due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.

Section 3. Findings of Fact. The Mayor and Village Commission make the following findings of fact based upon the substantial competent evidence provided:

> The requested site plan meets the applicable Site Plan Review Standards provided in Section 5.8. The requested site plan approval is contrary to the public interest or detrimental to the community and is compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project supports the goals, objectives, and policies of the North Bay Village Comprehensive Plan and those of the NBV100 Master Plan, which include Livability, Resiliency, and Prosperity. The Project is compatible with surrounding intensities and densities of development, provides access to adequate light and air for surrounding properties, provides commercial use(s) intended to serve the needs of the residents; and creates a pedestrian-friendly experience at the ground level.

Section 4. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals

or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 5. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

Mayor Brent Latham	Yes
Vice Mayor Richard Chervony	Yes
Commissioner Goran Cuk	Yes
Commissioner Andrew Rotondaro	Yes
Commissioner Rachel Streitfeld	Yes

PASSED AND ADOPTED on this 28 day of September, 2023.

Brent Latham, Mayor

ATTEST:

Alba Chang, CMC, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Exhibit "A"
LEGAL DESCRIPTION

Address: 7938-7940 West Drive, NORTH BAY VILLAGE

Folio Numbers: 23-3209-001-0420 and 23-3209-001-0400

LOTS 38, 40, 42, "HARBOR ISLAND," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

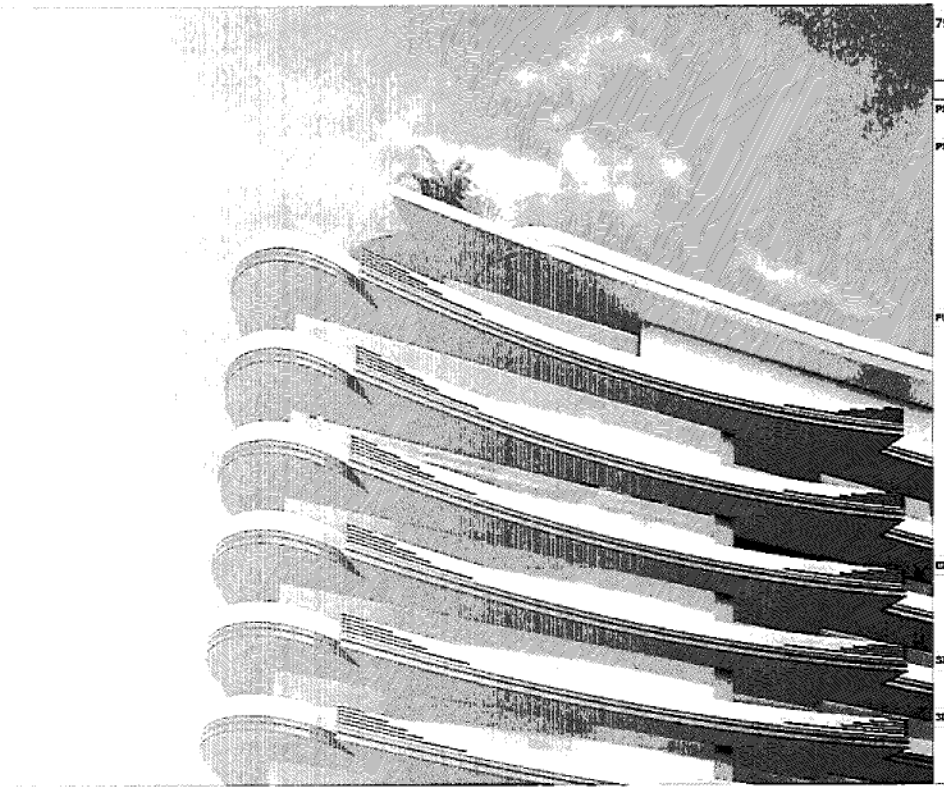
Exhibit "B"
SITE PLAN APPLICATION SET

(Attached)

7940 WEST DRIVE - NORHT BAY VILLAGE

7940 WEST DRIVE

NORTH BAY VILLAGE, FL 33141



7940 NORTH BAY VILLAGE		RESPONSE TO PLANNING COMMENTS	RESPONSE TO PLANNING COMMENTS
SHEET	NAME		
PRESENTATION			
	COVER SHEET		●
PROJECT DATA			
A-001	LOCATION		●
A-002	SURVEY		●
A-003	PROJECT DATA	●	●
A-004	SITE - PLAN	●	●
A-005	PARKING ANALYSIS		●
A-005a	SECTIONS	●	●
A-005b	SECTIONS	●	●
A-006	BUILDING FOOTPRINT		●
FLOOR PLANS			
A-101	GROUND FLOOR	●	●
A-102	LEVEL - MEZZANINE	●	●
A-103	LEVEL 2 TO 3 - PARKING GARAGE	●	●
A-104	LEVEL 4 TO 5 - PARKING GARAGE	●	●
A-105	LEVEL 6 - PARKING GARAGE	●	●
A-106	LEVEL 7 - AMENITY	●	●
A-107	LEVELS 8 thru LEVEL 24	●	●
A-108	LEVEL 25 - PH UNITS	●	●
A-109	LEVEL 26 -UPPER PH - POOLAMENITIES	●	●
A-110	LEVEL 27 - POOL DECK	●	●
A-111	MECHANICAL ROOF		●
A-112	TOP OF ROOF		
ELEVATIONS			●
A-401	EAST ELEVATION		●
A-402	NORTH ELEVATION		●
A-403	WEST ELEVATION		●
A-404	SOUTH ELEVATION		
SECTIONS			
A-501	SECTIONS		●
A-502	ENLARGED SECTIONS		●
3D VIEWS			
A-601	CONTEXT VIEWS		●
A-602	OVER ALL VIEWS		●
A-603	VIGNETTES		●

Luis O. Revuelta

OWNER
7940 NBV PARTNERS, LLC
4531 PRAIRIE AVE
MIAMI BEACH, FL 33140
PH: (912) 398 1775

ARCHITECT
REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27th AVENUE
SUITE 110
MIAMI, FL 33133
WEBSITE: WWW.REVUELTA.COM
PH: (305) 590-5000

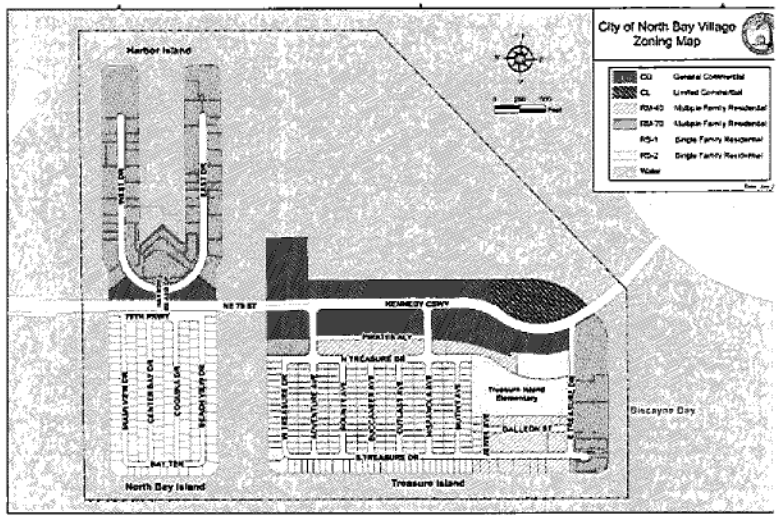
CIVIL ENGINEER
SCHWEBKE SHISKIN & ASSOCIATES
3240 CORPORATE WAY
MIRAMAR FL 33025

LANDSCAPE ARCHITECT
LAND.DESIGN
6800 SW 40th ST.
MIAMI FL 33155
WEBSITE: WWW.LANDDESIGN.COM
PH: (305) 910-9734

8/30/2023

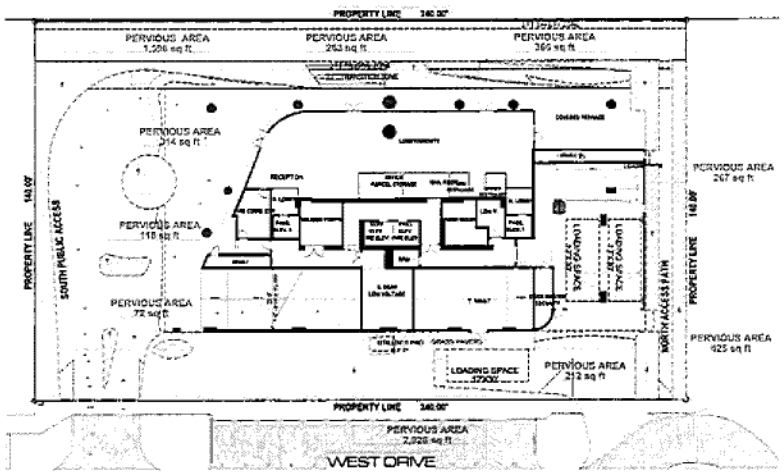
CFN: 20240053199 BOOK 34060 PAGE 1447

SURVEY
ALTA/NSPS LAND TITLE SURVEY
Schwebke - Shiskin & Associates, Inc.
BISCAYNE BAY
VACANT LAND
EAST DRIVE
NORTH
LOCATION SKETCH
SUBJECT AREA
BISCAYNE BAY
SURVEYOR'S NOTES:
LEGAL DESCRIPTION
SURVEYOR'S CERTIFICATE:
7940 WEST DRIVE
NORTH BAY VILLAGE
A-002



ZONING MAP

BISCAYNE BAY



WEST DRIVE

PERVIOUS AREAS

PERVIOUS AREA CALCULATION	
LEVEL	AREA
LOBBY	6,761
	6,761 ft²

Zoning Summary

7938-40 West Drive, North Bay Village

	SF	Acres
Lot Area	33,600	0.77

Lot Dimensions: Width 240' x Depth 140'

Legal Description: REFER TO SURVEY : SCHWEBKE SHISKIN & ASSOCIATES

Flood Elevation: AE 8 - Flood Designation - Design Flood Elevation 10' N.G.V.D. (BFE + 2)

ZONING CLASSIFICATION - RM-70

Density	du/acre		Allowable	Proposed
	70		54	
	91	*(+30% TDR Program	70	70

Minimum Unit Sizes	Unit type	number of units	Required (sq ft.)	Proposed (sq.ft.)
	Efficiency	0	600	n/a
	One-Bedroom	0	800	n/a
	Two-Bedroom	17	1,200	1,997
	Three-Bedroom or larger	53	1,350	2,359 or larger

Minimum Pervious Area Requirements	area (sq. ft.)	Required	Proposed
Minimum Pervious area 20% of area lot	6,720	6,720	6,761

DISTRICT SETBACKS

		Required	Proposed
Front Setback - West Drive		25'-0"	25'-0"
One Side Setback Interior		15'-0"	15'-0"
Second Side Setback Interior	20% of lot width	48'-0"	48'-0"
Rear Setback		25'-0"	25'-0"

BUILDING HEIGHT

			Allowable	Proposed
Maximum Building Height	150'-0"	240'-0"	312'-0"	312'-0"
	Base	With Bonus	*(+30% with TDR)	

PARKING AND LOADING REQUIREMENTS

Parking Space Requirements	No. of Units	Required	Proposed
Residential - 2 PS / DU - 1 & 2 bdrm units	17	34	28
Residential - 2 PS / DU - 3 bdrm units	53	159	95
Residential - Visitor 10% of required spaces		19	14
			(Parking Reduction 0.36%)
Total Parking Spaces		212	135

Bicycle Space Requirements	Required	Provided
	14	
Bicycles 1 Space / 3 units per Sustainability Requirement	0	
Total bicycles	0	108

Loading Zone	Required	Provided
Over 1000,000 SQ.FT	3	2 (12 X 30)
Total Loading Berths	3	2

ADA Space Requirements for residents		Required	Provided
Per F.B.C Section 2.8.3.2 (2%) of parking spaces not covered by F.B.C. Section 2.8.3.1 shall comply with Section 522			
Total of parking spaces 135 - Total of Residential units 70			
Total parking spaces not covered by F.B.C Section 2.8.3.1 = 65	2% of 65	2	2

Notes:

NGBS - GOLD CERTIFICATION		
Green Design Option	Description	Points Received
Electrical Vehicle Charging Stations for parking spaces	Provisions for 10 Charging Stations (2pts per, Not to exceed 4 pts)	4
White Roof/ Cool Roof	All roofing products will be EnergyStar certified or SRI compliant (82 SRI). All pool/ amenity decks over conditioned space need light colored pavers with SR of 33 or higher.	4
Cool Pavement	All ground floor hardscape to use products at or above SR 30 or higher (20% higher than asphalt)	4
EnergyStar Rating (Appliance + Equipment)	EnergyStar lights (LED okay) and appliances - refrigerator, dishwasher, clothes washer, exhaust fans and any ceiling fans throughout the project.	4
NGBS Gold Certification	National Green Building Standard (NGBS) GOLD level certification	14
	Total	30

PARKING SPACES CALCULATION			
LEVELS	ADA	REGULAR 9'-0" x 18'-0"	COMPACT 8'-0" x 16'-0"
2	2	20	5
3	1	20	6
4		22	
5		22	
6		22	
SUBTOTALS	2	106	27
	TOTAL SPACES PROVIDED		135

COMPACT SPACES		
ALLOWED	MAX 20% OF 135 SPACES	27
PROVIDED	20% OF 135 SPACES	27

ZONING DATA

revuelta

7840 WEST DRIVE
NORTH BAY VILLAGE
7840 WEST DRIVE
NORTH BAY VILLAGE FL 33141

7940 NBV PARTNERS, LLC

Luis G. Revuelta
AR0014135

SCHEMATIC DESIGN

PROJECT NO. 2119

A-000

CFN: 20240053199 BOOK 34060 PAGE 1449

967

7840 WEST DRIVE
NORTH BAY VILLAGE
SITE PLAN
A-004
BISCAYNE BAY
WEST DRIVE
POOL
ROOF
MECHANICAL ROOF
MECHANICAL ROOF - COOLING TOWERS
POOL DECK
LANDSCAPE
PH PRIVATE TERRACE
SERVICE ENTRANCE
RESIDENTS ENTRANCE / EXIT
DROP OFF
N
NOTE:
FOR LEGAL DESCRIPTION REFER TO SURVEY : SCHWEBKE SHISKIN & ASSOCIATES
FOR BENCHMARK INFORMATION REFER TO SURVEY : SCHWEBKE & ASSOCIATES

revuelta

7940 WEST DRIVE
NORTH BAY VILLAGE

A-005

ANALYSIS OF PARKING REDUCTION

PODIUM MASSING WITH
NO PARKING REDUCTION

PODIUM MASSING WITH
PROPOSED PARKING REDUCTION

7940 WEST DRIVE
NORTH BAY VILLAGE
ANALYSIS OF PARKING REDUCTION
PODIUM MASSING WITH
NO PARKING REDUCTION
PODIUM MASSING WITH
PROPOSED PARKING REDUCTION
A-0058

ANALYSIS OF PARKING REDUCTION
PODIUM MASSING WITH
NO PARKING REDUCTION
PODIUM MASSING WITH
PROPOSED PARKING REDUCTION
PROPERTY LINE
240.00'
7840 WEST DRIVE
NORTH BAY VILLAGE
revuelta
A-0056

revuelta

7940 WEST DRIVE
NORTH BAY VILLAGE

A-008

COMPARATIVE ANALYSIS OF BUILDING FOOTPRINT

BUILDING FOOTPRINT

ALLOWABLE 15,930 sq.ft.

PROPOSED 11,825 sq.ft.
74.25 % OF ALLOWABLE

OVERALL FOOTPRINT (BUILDING + BALCONY)

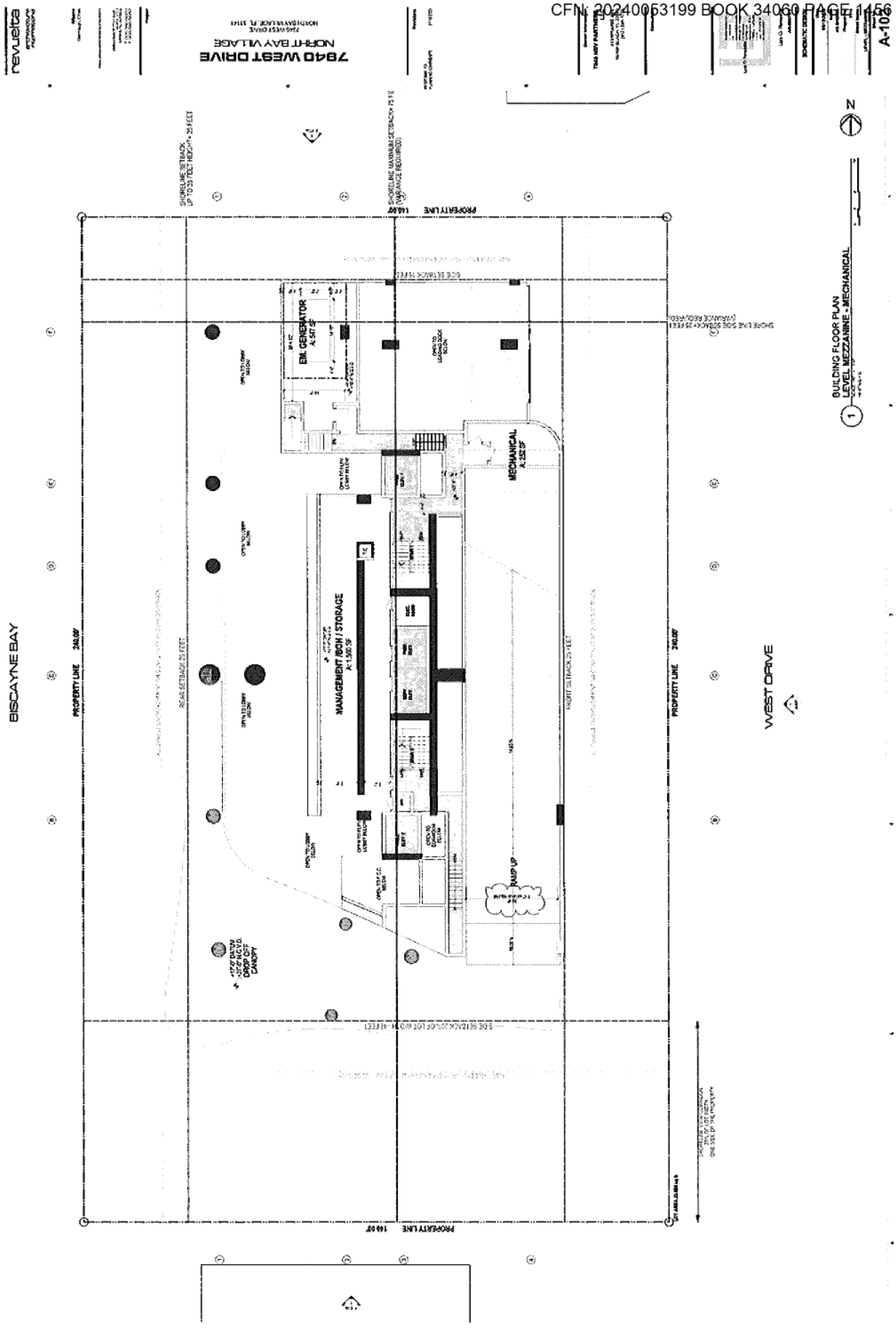
ALLOWABLE 19,763 sq.ft.

PROPOSED 15,047 sq.ft.
72.16 % OF ALLOWABLE

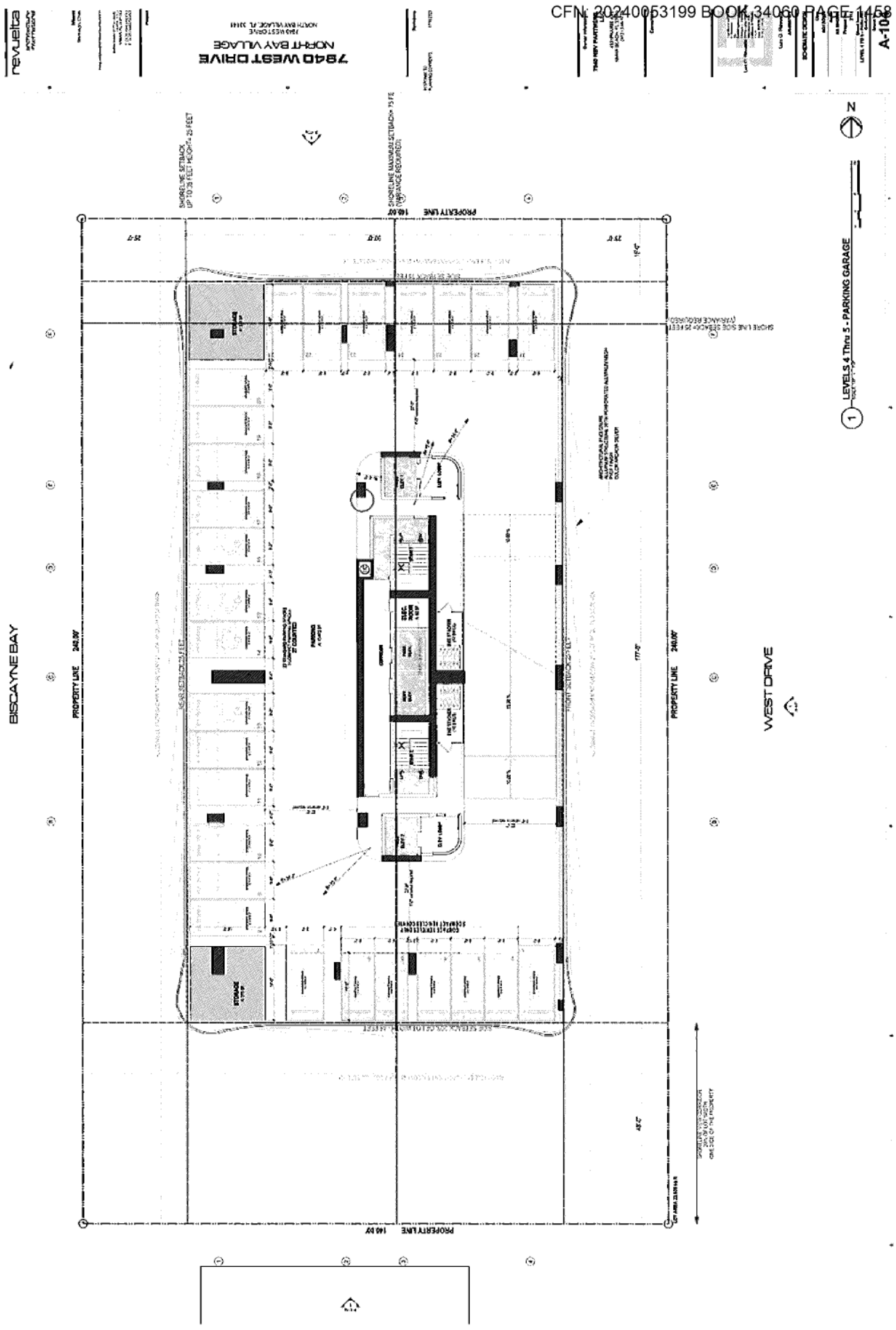
ALLOWED

PROPOSED

7940 WEST DRIVE
NORTH BAY VILLAGE
BUILDING FLOOR PLAN
LOBBY
WEST DRIVE
LOADING DOCK
LOADING SPACE 12'X32'
LOADING SPACE 12'X32'
COVERED TERRACE A: 562 SF
DOCK MASTER SECURITY A: 130 SF
N. LOBBY A: 95 SF
LOW V. A: 122 SF
TRASH ROOM A: 144 SF
MAIL ROOM A: 148 SF
LOBBY/AMENITY A: 2,804 SF
OFFICE PARCEL STORAGE A: 150 SF
SERV. CORRIDOR A: 388 SF
RRM A: 64 SF
T. VAULT A: 997 SF
S. GEAR LOW VOLTAGE A: 495 SF
LOADING SPACE 12'X32'
FIREDOM PUMPS
S. LOBBY A: 101 SF
FIRE COMM. CTR A: 253 SF
NORTH ACCESS PATH
SOUTH PUBLIC ACCESS
SHORE LINE SIDE SETBACK 25 FEET
PROPERTY LINE
N

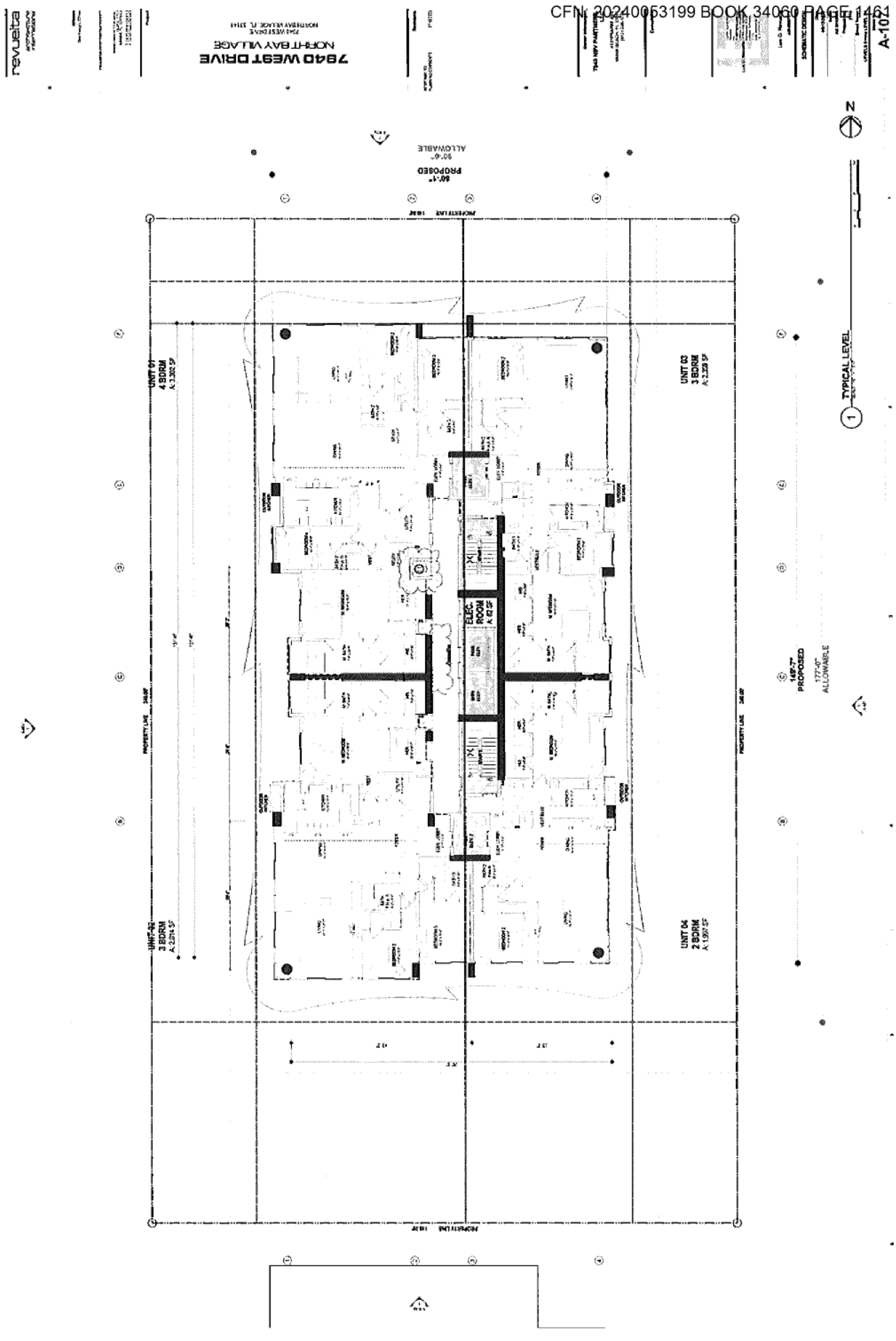

7840 WEST DRIVE
NORTH BAY VILLAGE
BUILDING FLOOR PLAN
LEVEL MEZZANINE - MECHANICAL
A-102
N
BISCAYNE BAY
WEST DRIVE
PROPERTY LINE
240.00'
REAR SETBACK 25 FEET
SIDE SETBACK 15 FEET
SHORELINE SETBACK
UP TO 35 FEET HEIGHT = 25 FEET
SHORELINE MAXIMUM SETBACK = 75 FT
(VARIANCE REQUIRED)
SHORE LINE SIDE SETBACK = 25 FEET
(VARIANCE REQUIRED)
EM. GENERATOR
A: 547 SF
MECHANICAL
A: 832 SF
MANAGEMENT / BOH / STORAGE
A: 1,500 SF
RAMP UP
DROP OFF
CANOPY
SIDE SETBACK 25% OF LOT WIDTH - 48 FEET
PROPERTY LINE 166.67'

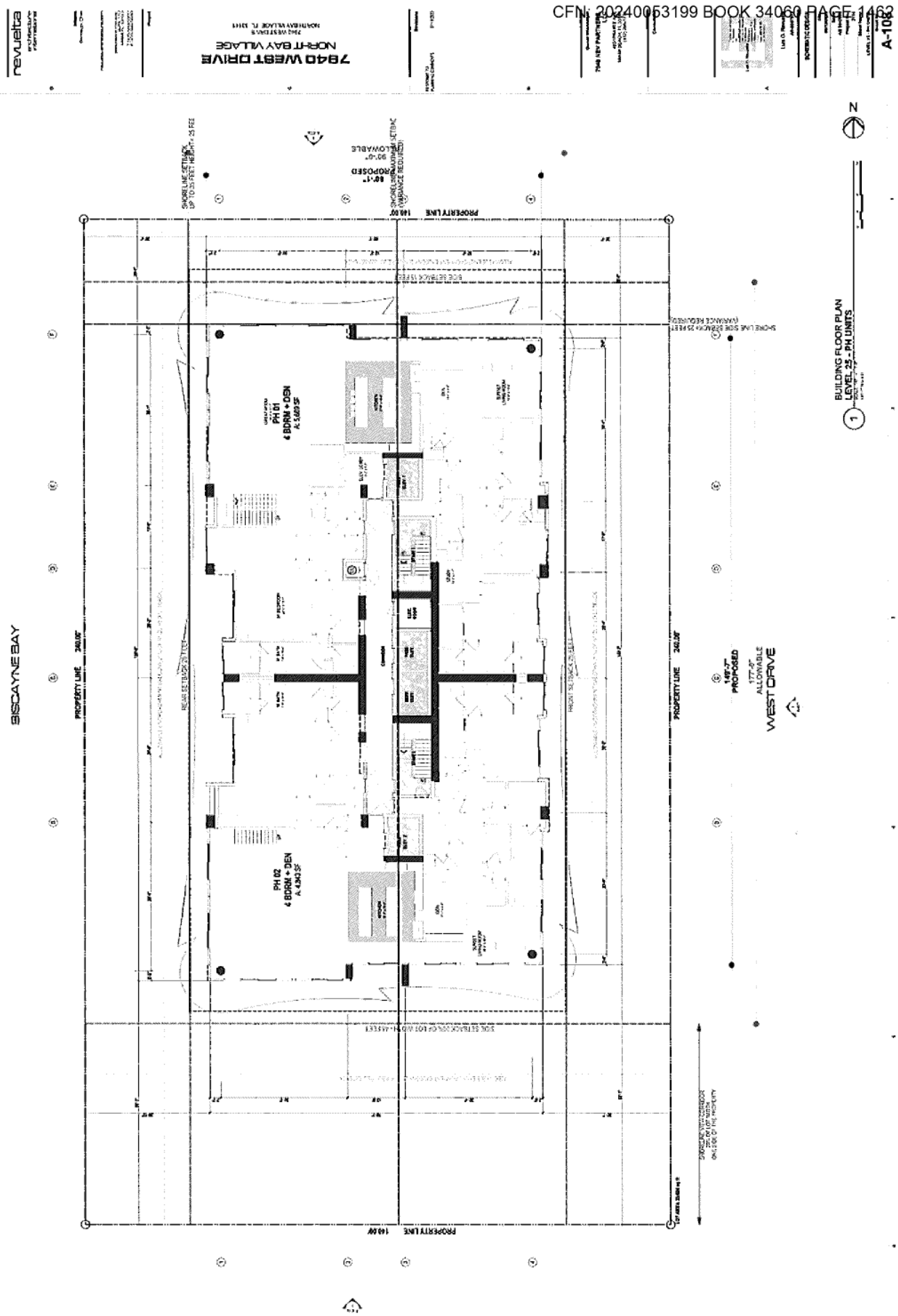
7940 WEST DRIVE
NORTH BAY VILLAGE
BUILDING FLOOR PLAN
LEVELS 2 TO 3 - PARKING GARAGE
STORAGE
PARKING
ELEC. ROOM
BISCAYNE BAY
WEST DRIVE
PROPERTY LINE
A-103


7940 WEST DRIVE
NORTH BAY VILLAGE
BISCAYNE BAY
WEST DRIVE
PROPERTY LINE
LEVELS 4 Thru 5 - PARKING GARAGE
N

7840 WEST DRIVE
NORTH BAY VILLAGE
BISCAYNE BAY
WEST DRIVE
PROPERTY LINE
LEVEL 6 - PARKING GARAGE
A-102

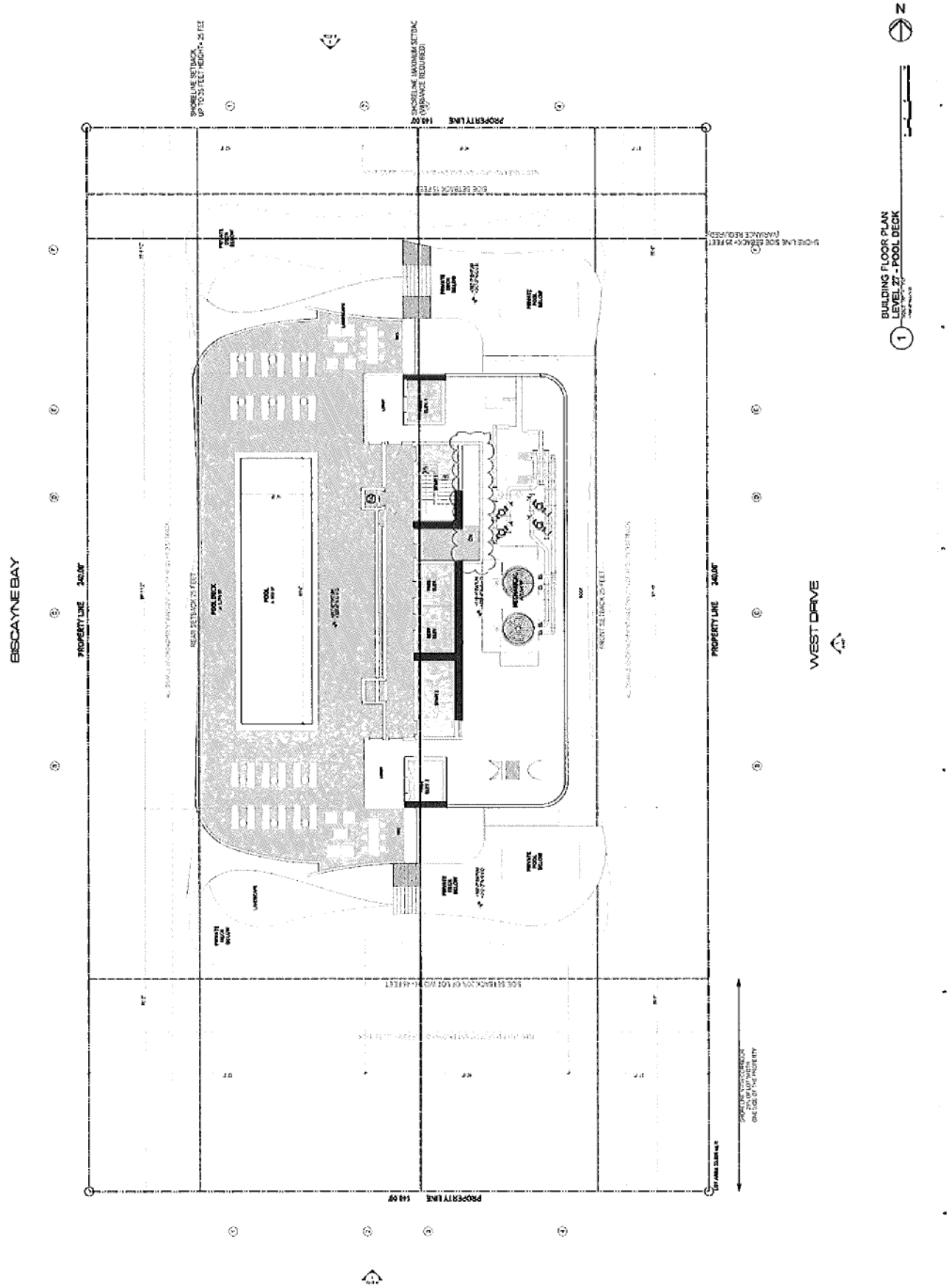
revuelta
7840 WEST DRIVE
NORTH BAY VILLAGE
BUILDING FLOOR PLAN
LEVEL 7 - AMENITY
BISCAYNE BAY
WEST DRIVE
PROPERTY LINE
PROPERTY LINE
N
A-106


7940 WEST DRIVE
NORTH BAY VILLAGE
TYPICAL LEVEL
UNIT 01
4 BDRM
UNIT 02
3 BDRM
UNIT 03
3 BDRM
UNIT 04
2 BDRM
ELEC. ROOM
PROPERTY LINE
PROPOSED
ALLOWABLE
A-102


7940 WEST DRIVE
NORTH BAY VILLAGE
BUILDING FLOOR PLAN
LEVEL 25 - PH UNITS
PH 01
4 BDRM + DEN
A: 5,689 SF
PH 02
4 BDRM + DEN
A: 4,343 SF
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
BISCAYNE BAY
WEST DRIVE
177'-8" ALLOWABLE
187'-7" PROPOSED
N

7840 WEST DRIVE
NORTH BAY VILLAGE
BUILDING FLOOR PLAN
LEVEL 26- UPPER PH - POOL AMENITIES
A-108
N
BISCAYNE BAY
WEST DRIVE
PROPERTY LINE
POOL MECHANICAL
PH 1 - AMENITY
PH 2 - AMENITY
SPA/GYM
SPA/GYM TERRACE

7940 WEST DRIVE
NORTH BAY VILLAGE

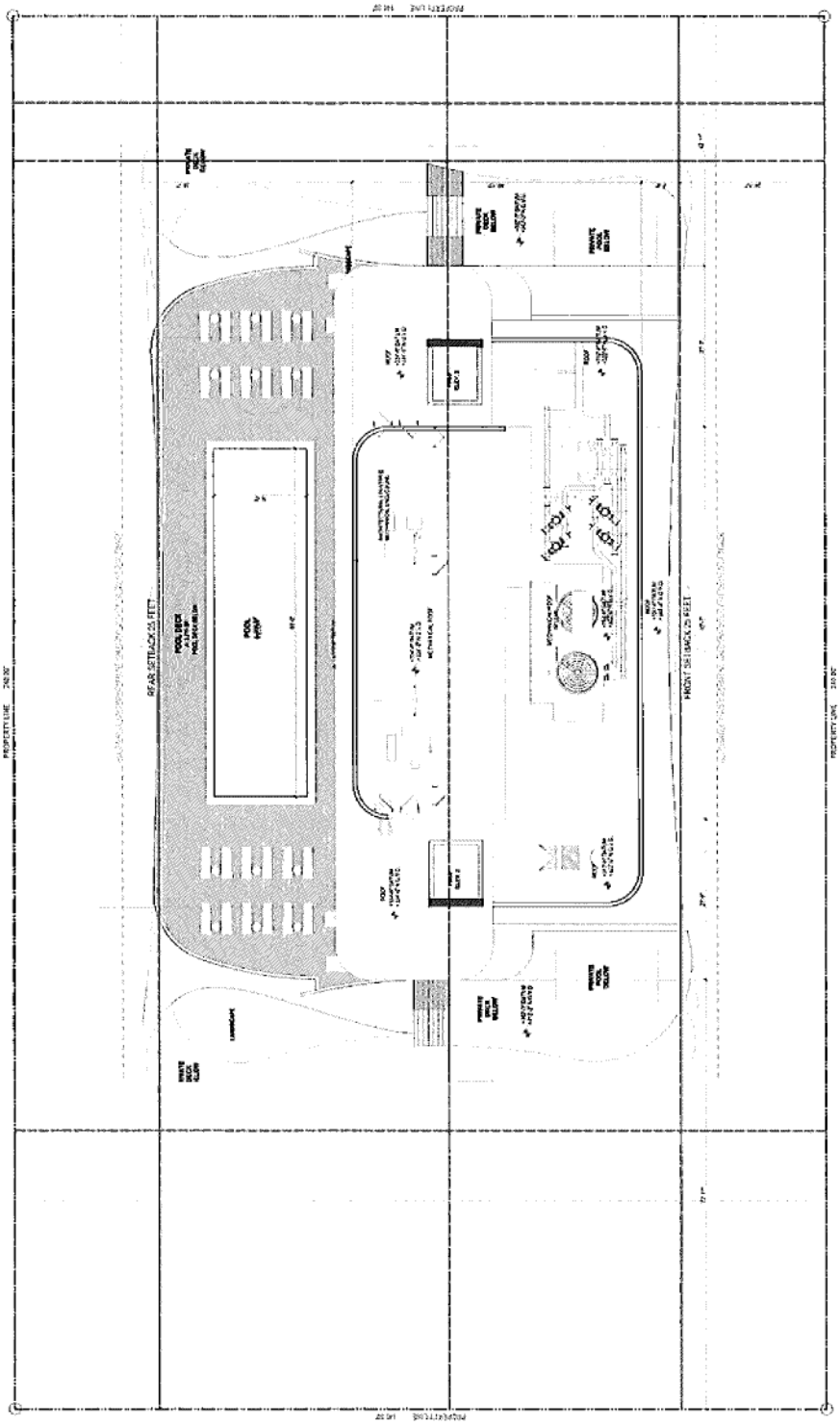


revuelta architecture

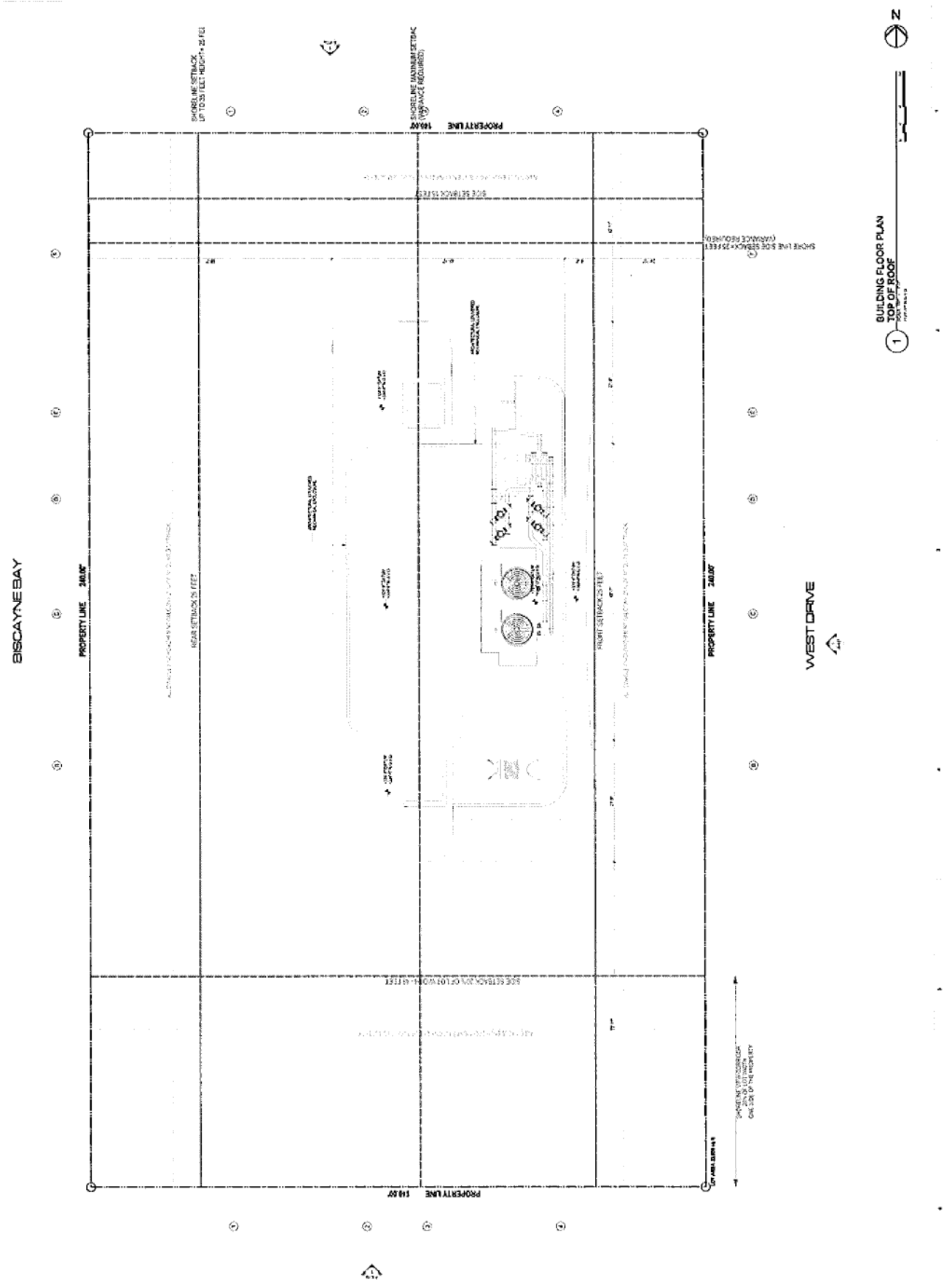
7940 WEST DRIVE
NORTH BAY VILLAGE
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

A-111

N



BUILDING FLOOR PLAN
LEVEL 27 - POOL DECK
2


BISCAYNE BAY
WEST DRIVE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
N
BUILDING FLOOR PLAN
TOP OF ROOF

nevuelta

7940 WEST DRIVE
NORTH BAY VILLAGE

A-401

1 EAST - BUILDING ELEVATION

7840 WEST DRIVE
NORTH BAY VILLAGE
A-402
1 NORTH- BUILDING ELEVATION

nevuelta
7940 WEST DRIVE
NORTH BAY VILLAGE
A-402
1 WEST- BUILDING ELEVATION

7940 WEST DRIVE
NORTH BAY VILLAGE
A-404
1 SOUTH- BUILDING ELEVATION

7940 WEST DRIVE
NORTH BAY VILLAGE
A-501
PROPERTY LINE
PROPERTY LINE
SECTION D-D
SECTION B-B

7940 WEST DRIVE
NORTH BAY VILLAGE
revuelta
A-502
1 PARTIAL SECTION B-B
2 PARTIAL SECTION D-D
PROPERTY LINE
WEST DRIVE

revuelta

7940 WEST DRIVE
NORTH BAY VILLAGE

TRIAD KEY PARTNERS

A-6013

CONTEXT VIEWS

1 3D VIEW - SOUTH EAST

2 3D VIEW - WEST

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7940 WEST DRIVE
NORTH BAY VILLAGE
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

A-602

VIGNETTE 03

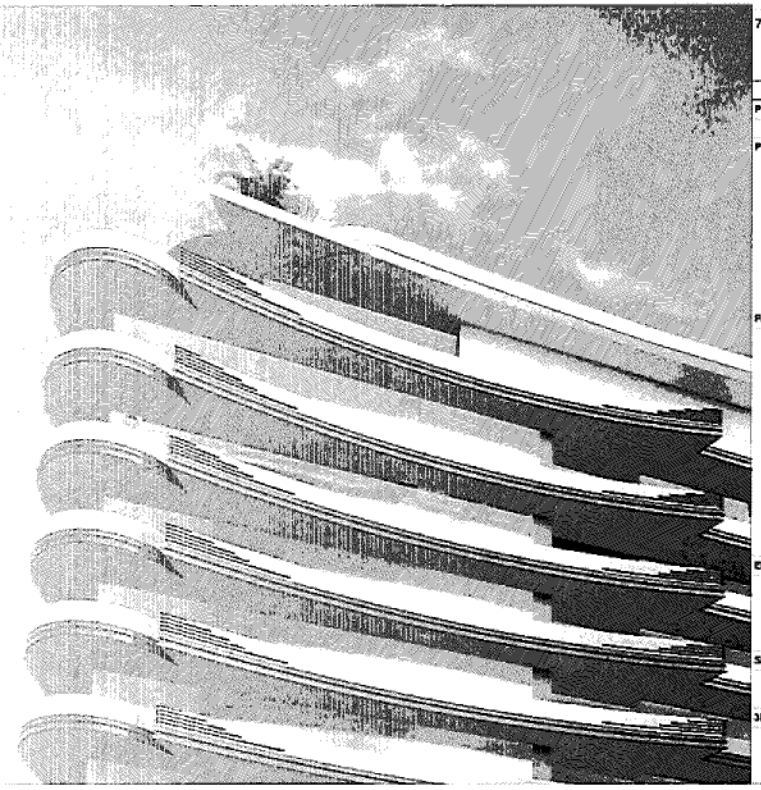
VIGNETTE 03

VIGNETTE 01

7940 WEST DRIVE - NORHT BAY VILLAGE

7940 WEST DRIVE

NORTH BAY VILLAGE, FL 33141



7940 NORTH BAY VILLAGE		RESPONSE TO PLANNING COMMENTS	RESPONSE TO PLANNING COMMENTS
SHEET	NAME		
PRESENTATION			
	COVER SHEET		●
PROJECT DATA			
A-001	LOCATION		●
A-002	SURVEY		●
A-003	PROJECT DATA	●	●
A-004	SITE - PLAN	●	●
A-005	PARKING ANALYSIS		●
A-005a	SECTIONS	●	●
A-005b	SECTIONS	●	●
A-006	BUILDING FOOTPRINT		●
FLOOR PLANS			
A-101	GROUND FLOOR	●	●
A-102	LEVEL - MEZZANINE	●	●
A-103	LEVEL 2 TO 3 - PARKING GARAGE	●	●
A-104	LEVEL 4 TO 5 - PARKING GARAGE	●	●
A-105	LEVEL 6 - PARKING GARAGE	●	●
A-106	LEVEL 7 - AMENITY	●	●
A-107	LEVELS 8 thru LEVEL 24	●	●
A-108	LEVEL 25 - PH UNITS	●	●
A-109	LEVEL 26 -UPPER PH - POOL AMENITIES	●	●
A-110	LEVEL 27 - POOL DECK	●	●
A-111	MECHANICAL ROOF		●
A-112	TOP OF ROOF		
ELEVATIONS			●
A-401	EAST ELEVATION		●
A-402	NORTH ELEVATION		●
A-403	WEST ELEVATION		●
A-404	SOUTH ELEVATION		
SECTIONS			
A-501	SECTIONS		●
A-502	ENLARGED SECTIONS		●
3D VIEWS			
A-601	CONTEXT VIEWS		●
A-602	OVER ALL VIEWS		●
A-603	VIGNETTES		●

Luis G. Revuelta

OWNER
7940 NBV PARTNERS, LLC
4531 PRAIRIE AVE
MIAMI BEACH, FL 33140
PH: (912) 398 1775

ARCHITECT
REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27th AVENUE
SUITE 110
MIAMI, FL 33133
WEBSITE: WWW.REVUELTA.COM
PH: (305) 590-5000

CIVIL ENGINEER
SCHWEBKE SHISKIN & ASSOCIATES
3240 CORPORATE WAY
MIRAMAR FL 33025

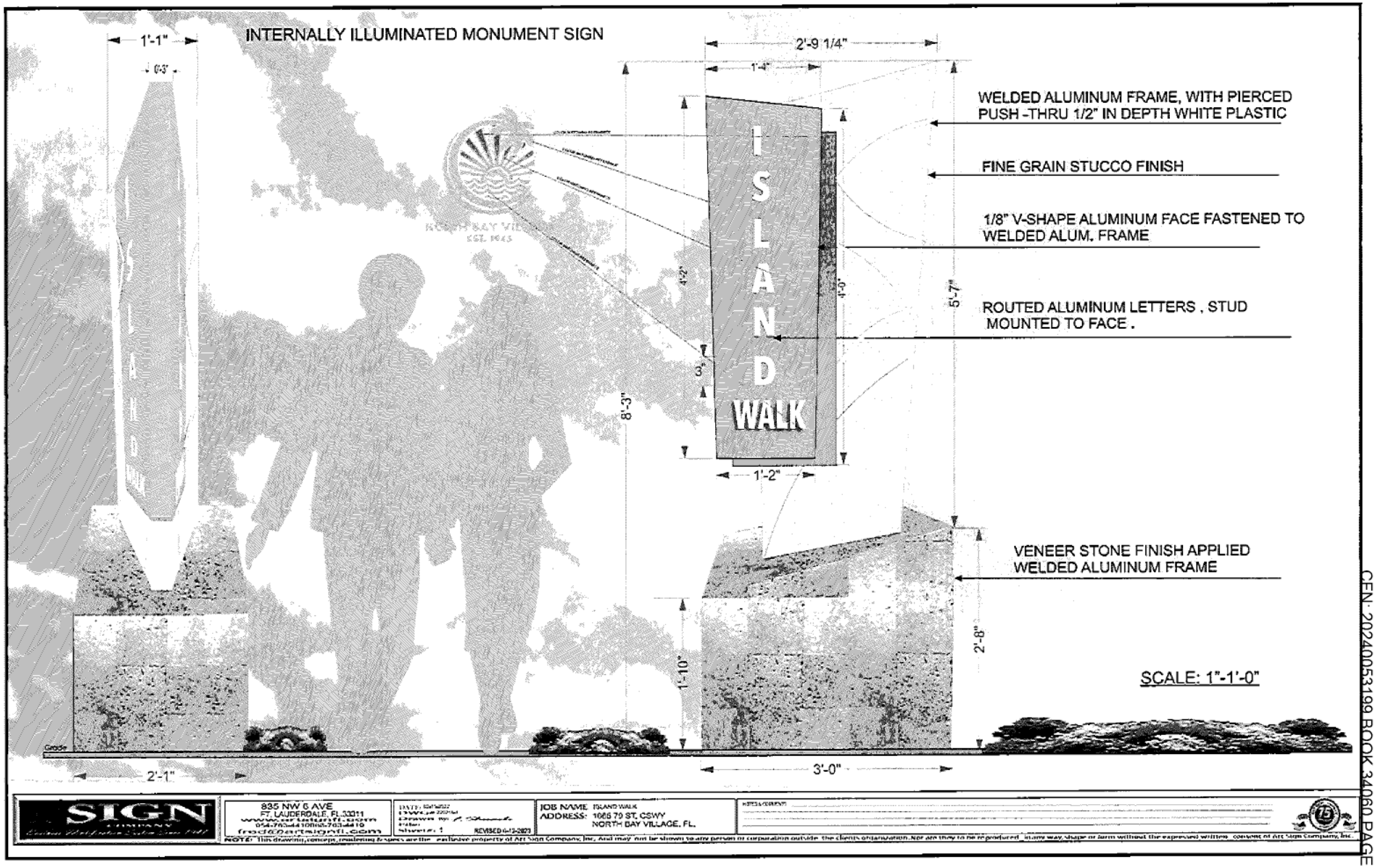
LANDSCAPE ARCHITECT
LAND.DESIGN
6800 SW 40th ST.
MIAMI, FL 33155
WEBSITE: WWW.LANDDESIGN.COM
PH: (305) 910-9734

8/30/2023

CFN: 20240053199 BOOK 34060 PAGE 1476

EXHIBIT "C"

ILLUMINATED SIGNAGE FOR PUBLIC ACCESSWAYS TO THE ISLAND WALK



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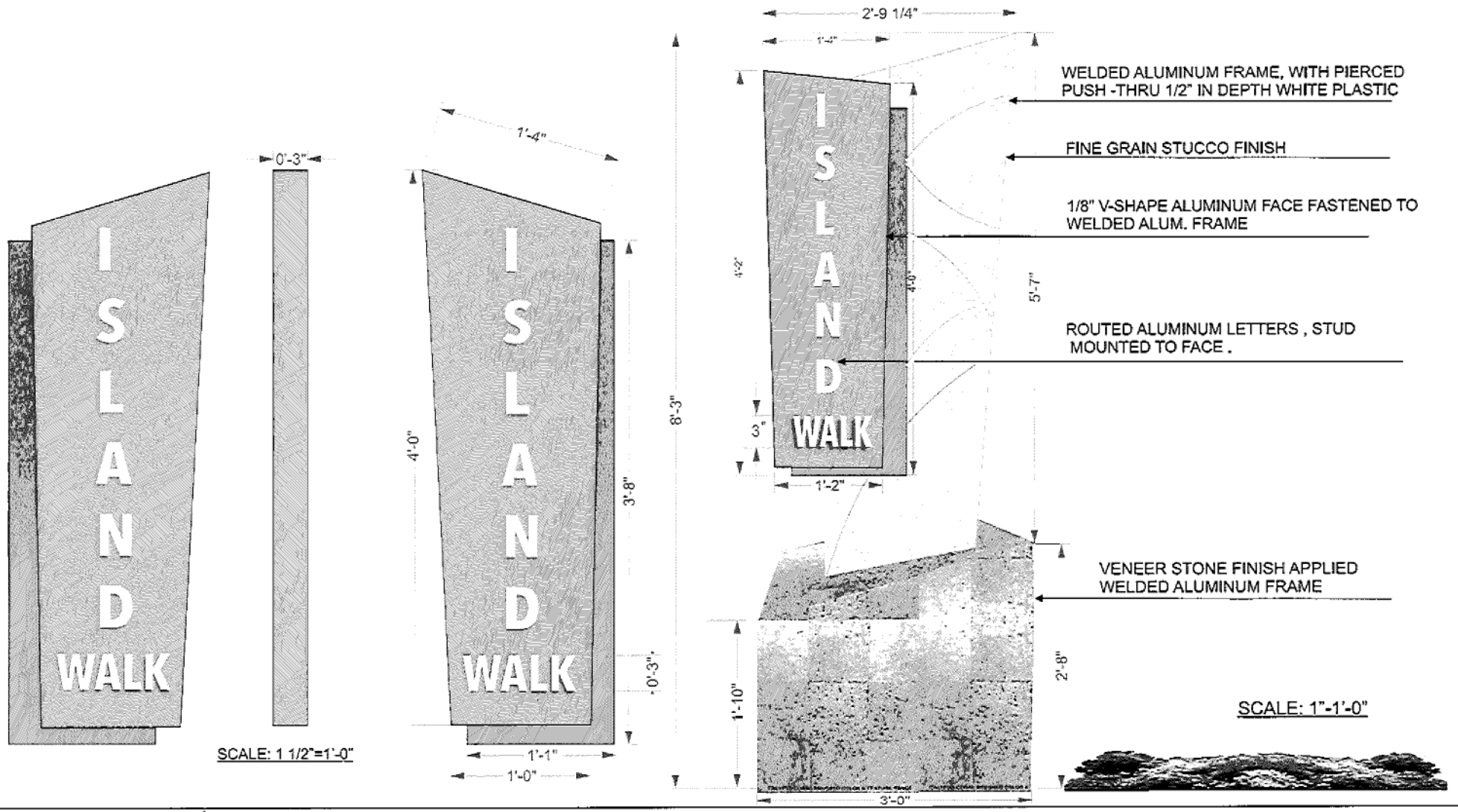
INTERNALLY ILLUMINATED MONUMENT SIGN



SIGN Company

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FT. LAUDERDALE, FL.33311
www.artsignco.com
954-763-4410/954-763-4410
fred@artsignco.com

DATE:
Drawn By:
Sheet: 1
REVISED 6-13-2023

JOB NAME: ISLAND WALK
ADDRESS: 1685 79 ST, CSWY
NORTH BAY VILLAGE, FL.

NOTES/COMMENTS:

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DOUBLE FACE INTERNALLY ILLUMINATED MONUMENT SIGN

1. Design, fabrication and construction to the following codes and specifications:

A. The Florida Building Code (2020) 7th edition
B. American Welding Society AWS D1.1-04 & D1.2
C. American Concrete Institute building code requirements for structural concrete ACI 318-11

2. Structural Steel requirements:

A. Plates, rolled shapes and bars shall be ASTM A36, or equal
B. Standard pipe shall be ASTM A53, Grade B or equal (Fy=35 KSI)
C. Structural tubing shall be ASTM A500, Grade B or equal (Fy=46 KSI)
D. All bolted connections shall be made with ASTM A307 bolt or equal
E. All anchors bolts shall be ASTM A307 or equal (flat washers at nut)
F. All welds shall be made with E70XX electrodes or equal
G. Structural steel shall be shop prime coated with a rust inhibitive primer

3. All field welds shall comply with AWS code by a AWS certified welder
4. NEC 2017 compliant.
5. All concrete shall have a minimum compressive strength at 28 days' 3000 PSI
6. Grout shall be non-metallic and non-shrink with a minimum comprehensive strength of 5000 PSI at one day
7. All reinforced steel shall have a minimum yield strength of 60,000 PSI and shall conform to ASTM A615
All reinforcement steel shall be installed in accordance with ACI 318-11
with a minimum concrete cover of 3 inches
8. F.B.C., section 1620 F.B.C., ASCE 7-16 175 MPH, exposure C, Category 2, Chapter 16.
9. All ferrous to non ferrous surfaces shall be separated by 3M #255 polyester clear tape or equal

Underwriters Laboratories Inc.
Listed

ELECTRICAL SPECIFICATIONS
All Electrical Components Are U/L Listed
Signage Grounding as Per NEC 250

QTY.	POWER SUPPLIES	AMPS	12V LED LIGHTS
1	Universal	1.0	1.0
Total Amps			1.0

Circuit Requirements

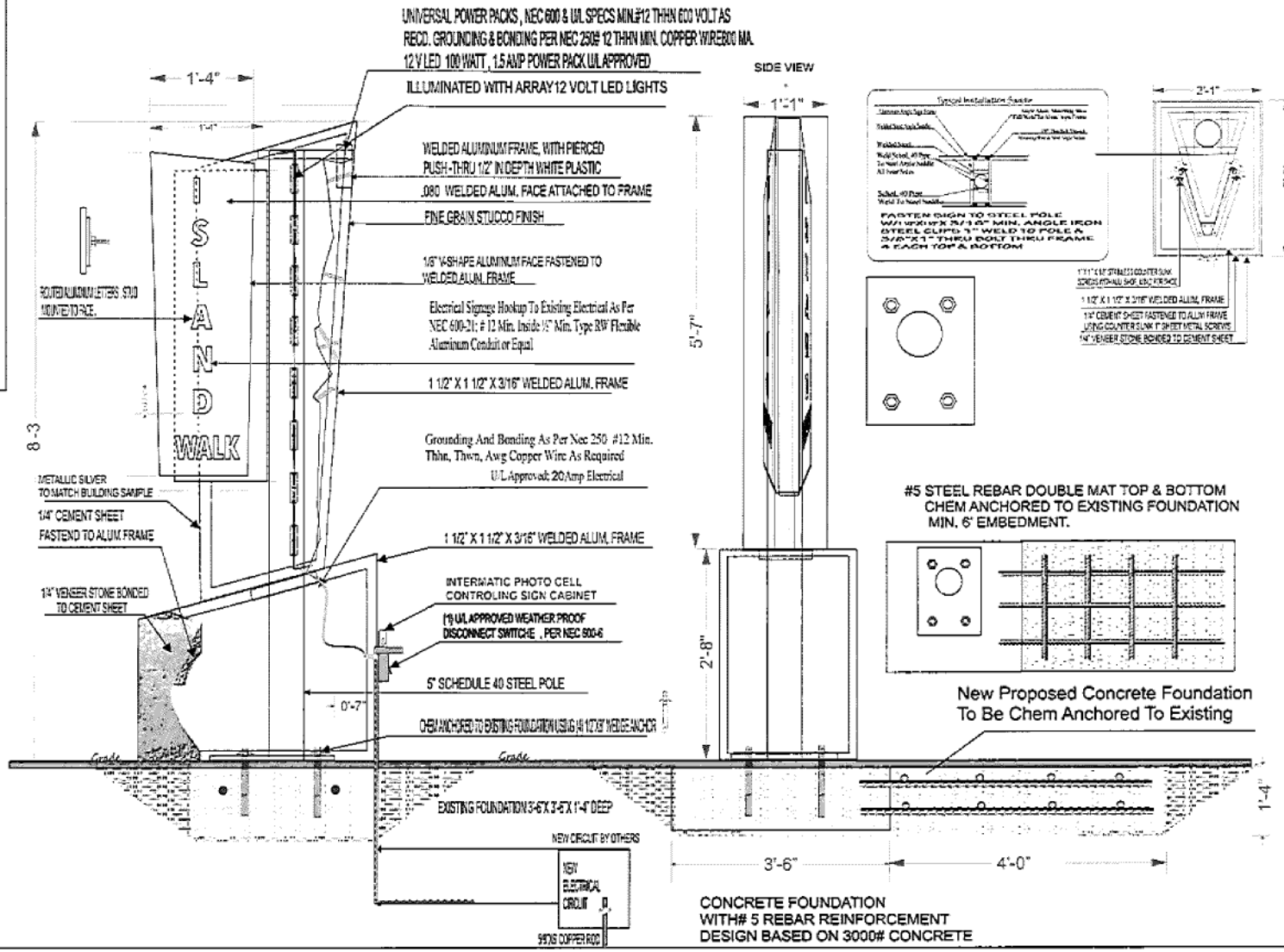
of Circuits Required _ 1 Total Amps_ 1

of 20 Amp Disconnect Switches__ 1

BRAKER PANEL
Refer To Electrical Contractor For Panel Schedule

ELECTRICAL SPECIFICATIONS:

All electrical components are UL Listed.
Signage grounding and bonding as per NEC 250.
Primary wiring #12 THHN as per NEC 600.
Minimum 20 Amp. disconnect switch per NEC 600.6
Minimum 1/2" conduit, Astronomical Time Clock per FEC.



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fred@artsign.com

DATE: 10/15/2022
DRAWN BY: JT
Checked By: JT
Scale:
Version#: 1 REVISED 9-13-2023

JOB NAME: ISLAND WALK
ADDRESS: 1685 79 ST, CSWY
NORTH BAY VILLAGE, FL.

NOTES & COMMENTS:

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EXHIBIT "D"

IMPACT FEES*

Function	Per ERC(1) Fee (2022)
Police - MF (2022)	$ 742.89
Police - Retail (2022)	$ 1,205.25
Police - Office (2022)	$ 483.14
Park Open Space Fee	$ 851.00
Park Improvement Fee	$ 1,041.00
Existing Wastewater Line Improvement * (2022)	$ 898.23
Wastewater Line Replacement *(2022)	$ 1,347.35
Water Impact Fee (by Meter Size) **	

Based on North Bay Village Impact Fee Tables 2012-2036 (copy attached)

(1) Equivalent residential connection

* Apts equal 2 ERC's

*Restaurants 1/ERC/7 seats (220 seats estimated)

*Office 1/ERC/3,500 sf (1 ERC min)

** Number and size of meters must be provided by architect/engineer of record. Impact fees shall be as set forth in Section 51.11(D) of the Village Code and shall be calculated in accordance with the number and size of meters, once provided by Owner.

NOTE: An administrative fee of 7.5% is charged together with these fees.

* - Notwithstanding anything to the contrary contained in the Agreement, to the extent any impact fees are calculated on the basis of unit court, square footage, or other measures of intensity, it is understood that such fees will decrease if the intensity of the Project decreases.

BERCOW
RADELL
FERNANDEZ
LARKIN +
TAPANES
ZONING, LAND USE AND
ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131
www.brzoninglaw.com
305.377.6229 office
305.377.6222 fax

VIA ELECTRONIC SUBMITTAL

March 12, 2024

Silvia E. Vargas, FAICP, LEED AP
Village Planner
City of North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

RE: Letter of Intent for Use Exception for Temporary Sales Center for the Property Located at 7938-40 West Drive, North Bay Village, Florida (Folio numbers 23-3209-001-0400 and 23-3209-001-0420) – Village Resolution 2023-122.

Dear Ms. Vargas:

This law firm represents 7940 NBV Partners, LLC (the "Applicant"), the owner of the property located at 7938-40 West Drive in the City of North Bay Village (the "City") and identified by Miami-Dade County Folio Nos. 23-3209-001-0400 and 23-3209-001-0420 (the "Property"). Please consider this the Applicant's letter of intent in support of its use exception application for a temporary sales center to support the approved residential development on the Property.

The Property. The Property is located on the west side of West Drive, just south of the "MODA" apartment development and north of the "Space 01" condominium. The Property is approximately 33,600 square feet (0.77 acres) in size and is currently a vacant lot. The Property is located on Biscayne Bay.

Approved Development. The Applicant intends to develop the Property with the beautiful and resilient "7940 West Drive" multi-family residential development approved by the Village through Resolution 2023-122 (attached). The approved development contemplates up to 70 large, family-oriented, units, designed to attract long-term residents who desire to raise their families in the Village.

Sales Center. The Applicant proposes to develop a temporary sales center on the Property to support condominium sales for the 7940 West Drive project. As you will note from the submitted plan, the sales center will be a single story structure. Parking for the use will

be provided on site, with seven standard spaces and two accessible spaces. The sales center development will also include the installation of significant landscaping to ensure that the temporary use will be a positive addition to the area.

Use Exception. Pursuant to Section 8.11(B)(4) of the Unified Land Development Code, a "temporary sales/marketing office" may be permitted following the approval of a use exception by the Village Commission. Use exceptions may be permitted where there are "clear indications that [the requested use] will not substantially affect adversely the uses permitted in these regulations of adjacent property."

As the submitted plans demonstrate, the proposed single-story sales center will improve the Property's relationship with the surrounding neighborhood. The Applicant has taken care to make sure the sales center development will be consistent with the "first class" nature of the 7940 West Drive development in both design and operation. The sales center will be surrounded by lush landscaping. More than sufficient surface parking will be provided for the use. Following the expiration of the term of the use exception, the Applicant will demolish the improvements to make way for the development of the 7940 West Drive building.

.

Conclusion. We are excited to bring the beautiful low impact 7940 West Drive residential development to this part of the Village. The proposed sales center will be an important tool in ensuring the success of the development. We therefore respectfully request your favorable review and recommendation. If you have any questions with regard to this request, please call me at 305-377-6229.

Sincerely,

Graham Penn

RESOLUTION NO. 2023-122

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") APPROVING WITH CONDITIONS A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER 16 DENSITY RIGHTS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13. TO REACH A MAXIMUM OF 70 DWELLING UNITS; AND (B) INCREASE BUILDING HEIGHT ABOVE THE BASE BUILDING HEIGHT OF 150 FEET VIA BONUSES AVAILABLE PURSUANT TO SEC. 8.12, UP TO A MAXIMUM HEIGHT OF 312 FEET; TO BE CONSTRUCTED ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7940 WEST DRIVE, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 7940 NBV Partners, LLC ("the "Applicant") has submitted an application to North Bay Village (the "Village"), pursuant to Section 5.8, seeking approval of a site plan for a multifamily residential project on an approximately 0.77-acre site, identified by Folio Nos. 23-3209-001-0420 and 23-3209-001-0400, located at 7938-7940 West Drive, as legally described in Exhibit A, "Legal Description" attached hereto (the "Property"); and

WHEREAS, the subject development project consists of 70 for-sale residential units and ancillary indoor and outdoor resident amenities within a 312-foot, 27 story building; plus structured parking (collectively, the "Project"); and

WHEREAS, the site plan for the Project is attached hereto as Exhibit "B"; and

WHEREAS, to achieve the proposed number of units, the Applicant requested to purchase 16 dwellings through a transfer of density rights from Village-owned property, pursuant to Sections 8.10.D.4.d. and 8.13.; and

WHEREAS, the requested transfer of density rights will yield a maximum density no greater than 30% above the base density of 70 units per acre, in compliance with the above-referenced sections; and

WHEREAS, as part of the TDR purchase request, the Applicant intends to utilize additional building height available with the transfer of density rights, up to a maximum of 72 additional feet, to accommodate the additional units; and

WHEREAS, concurrent with the Site Plan review as required in Sec. 8.12 of the ULDC, the Applicant has also requested to purchase up to 90 additional feet of building height from North Bay Village; and

WHEREAS, the maximum permitted building height with bonuses (not including mechanical structures located on the rooftop, which are exempt from the height limitation per Section 8.17.G) is 312 feet; and

WHEREAS, Village staff and found the Project largely consistent with the relevant goals, objectives and policies Comprehensive Plan and the pillars articulated in the NBV100 Master Plan, and recommends approval subject to prior approval of separate variance requests to reduce the parking requirement and the width of the garage's driving aisle; an exception to provide 20% of the parking as compact spaces; and other conditions herein; and

WHEREAS, pursuant to Section 8.13 and Chapter 15 of the ULDC, Village Staff and the Applicant have agreed on the terms of a development agreement, approved pursuant to Resolution No. 2023-123, which memorializes the transfer of density rights, height bonuses, building area in the Project, and other requirements; and

WHEREAS, after a duly noticed public hearing held on September 14, 2023, the Planning and Zoning Board recommended approval with conditions of the Site Plan request; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on September 28, 2023 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is consistent with the Village's NBV100 Master Plan vision, the Comprehensive Plan and ULDC; furthers the purpose, goals, objectives, and policies of same; and is in the best interest of the Village.

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

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

Section 2. Decision; Conditions. Pursuant to Section 5.8 and Appendix B of the ULDC, the site plan to construct a multifamily, for sale, residential development Project consisting of 70 residential units along with complementary resident amenities, as well as a parking garage (as shown in Exhibit "B"), is hereby approved subject to the following conditions:

General conditions

1. The Project Approval shall be valid for two (2) years, commencing on the Effective Date, within which time the Applicant must obtain the Master Building Permit. No more than two (2) one-year extensions may be granted upon approval by the Village Commission based upon a finding that Applicant has made good faith efforts to seek a Master Building Permit and has submitted a complete Master Building Permit application within two (2) years of the Effective Date of this Agreement. The initial two-year term and any subsequent extension that may be granted by the Village Commission plus any other extensions under this Agreement or under law is the "Project Validity Period." If the Applicant desires

to request an extension of the Project Validity Period under Sections 5.10 and 8.15 of the ULDC, a request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.

2. Applicant's failure to obtain a Master Building Permit within the Project Validity Period shall result in the automatic revocation of the Project Approval and the automatic termination of this Agreement pursuant to Section 4.d. Upon termination, all bonuses, and any payments made in furtherance thereof, shall be forfeit.
3. Once issued, Applicant shall maintain the Master Building Permit in active standing as determined by the building official acting pursuant to the Florida Building Code throughout the remainder of the Project Validity Period and thereafter. In the event that either (1) the Project Validity Period expires without a then-active Master Building Permit being in place, or (2) following the Project Validity Period, the Master Building Permit expires or is revoked by the building official acting pursuant to the Florida Building Code and/or Chapter 8 of the Miami-Dade County Code, the Project Approval shall be automatically revoked and this Agreement shall be automatically terminated pursuant to Section 4.d. Upon termination, all bonuses, and any payments made in furtherance thereof, shall be forfeit.
4. Cost recovery charges must be paid when due pursuant to Section 5.12 of the ULDC. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the Property (including fees related to any previous development proposal applications on the Property, if any) shall be paid in full when due.
5. The Applicant shall provide a unity of title or covenant in lieu of unity of title, in a form acceptable to the Village Attorney, for all parcels prior to the issuance of the Master Building Permit. The unity of title or covenant in lieu of unity of title shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of the Applicant.
6. Prior to issuance of the Master Building Permit, Applicant shall pay all amounts of any kind then due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.
7. Applicant shall comply with all Site Plan comments, requirements, and conditions contained in this Resolution and the Development Agreement.
8. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:
   A. Architectural plans prepared by Revuelta Architecture International, revisions dated 08/18/23 and original plans digitally signed by Jose O. Revuelta dated 6/12/23:
      1) Cover Sheet, Drawing Index and Rendering
      2) A-001 Location Plan
      3) A-002: Boundary Survey prepared by Schwekke, Shiskin & Associates, Inc., dated 2/21/23 and digitally signed by Mark Steven Johnson, PSM on 03/09/23.
      4) A-003: Project Data

5) A-004: Site Plan
6) A-005: Parking Analysis
7) A-005a and 005b: Sections
8) A-008 Building Footprint (diagram)
9) A-101 through A110: Individual Floor Plans (Ground to Top of Roof)
10) A-401 through A404: Elevations
11) A-501: Sections
12) A-502: Enlarged Sections
13) A-601 through A-603: 3D Views (Context, Overall and Vignettes)

B. Landscape Plans prepared by LAND Design, dated 6/12/23 and digitally signed by Marsch C. Kriplen, LA (revised 7/18/23, 8/29/23 and 9/6/23):
   1) LVCR: Cover Page and Index
   2) L002: General Site Notes
   3) L003: Aerial Image and Existing Trees
   4) TD100 and TD110: Tree Disposition Schedule and Notes/Tree Disposition Plan
   5) L200 and L210: Materials Schedule & Notes and Ground Floor Plan
   6) L400: Planting Schedule & Notes
   7) L401: Landscape Notes
   8) L410: Trees & Plants Planting Plan Ground Floor
   9) L420: Understory Planting Plan Ground Floor
   10) L450: Planting Details
   11) L600: Sections
C. Civil Engineering Plans prepared by Schwebke, Shisking & Associates, dated 05/23/2023 and digitally signed by Hernando J. Navas, PE, 08/29/23 (revised 09/06/23):
   1) C-0: Cover Sheet
   2) WS-1 through WS-11: Water and Sewer Facilities
   3) PD-1 through PD-5: Paving, Grading and Drainage Facilities
   4) PMS-1: Pavement Signage and Marking
D. Photometrics Sheets LD901 through LD905 prepared by EXP, dated 6/12/23 and revised 7/18/23.
E. Level of Service Assessment prepared by Schwebke, Shiskin & Associates, digitally signed by Hernando J. Navas on 6/6/23.
F. Traffic Impact Analysis prepared by Kimley Horn, dated June 2023; digitally signed by Cory Dorman, P.E. 06/09/23; and subsequent responses to comments dated 7/18/23, 8/28/23, and 9/6/23, and substituting Attachment A-1, Updated Maneuverability Analysis, also dated 9/6/23.
G. Letter of eligibility, National Green Building Standard (NGBS) registration - Gold level, and Scorecard, prepared by ESBG and dated 07/17/23.

Prior to issuance of a building permit

Development Agreement:

1. Pursuant to Section 8.15 and Chapter 15 of the ULDC, the Applicant shall record a Development Agreement memorializing the Project's Site Plan Approval

conditions including, but not limited to the Applicant's responsibility for constructing all the required associated public improvements, as well as the transfer of density rights, height bonus and related requirements as approved herein. The Development Agreement is attached hereto as Exhibit "C."

Height Bonus (Sec. 8.12):

1. The maximum base density in the RM-70 zoning district is 150 feet. The Applicant has requested to purchase additional height from North Bay Village concurrent with the Site Plan review, pursuant to Sec. 8.12 of the ULDC. The maximum height bonus results in a building height of 240 feet (which may be exceeded only through the additional height available with the TDR).
2. The Applicant shall pay the community contribution fees ($472,500) related to the approved bonus height as follows:
   a. Ten percent (10%) equal to $47,250 within thirty (30) days of site plan approval by the Village Commission.
   b. Ninety percent (90%) equal to $425,250 concurrently with the issuance of the first building permit issued for the Project.
3. No building permit shall be issued by the Village until the applicant has paid all the fees due (equal to $472,500).

Density Rights Transfer and Associated Bonus Height:

1. The allocated base density of the Property is 54 dwellings. The Applicant has requested purchase of sixteen (16) additional dwellings pursuant to Sec. 8.13 of the ULDC through a transfer of density rights from Village-owned property located in Harbor Island. The density rights shall be transferred from Vogel Park (the "Sending Site"), leaving only 11.8 density rights available for future transfer from this Sending Site.
2. Approval of this Application includes additional building height to allow a maximum building height of 312 feet to accommodate the transferred density pursuant to Sec. 8.12.B.2 of the ULDC.
3. The Applicant shall pay a community contribution fee of $75,000 per transferred dwelling unit to North Bay Village within 90 days of site plan approval by the Village Commission (for a total of $1,200,000). Notwithstanding any contrary provision in the Land Development Regulations or the Development Agreement, upon payment of the community contribution fees and transfer of the dwelling units, the sixteen (16) transferred dwelling units shall run with the Property and shall survive the expiration or voluntary abandonment of this Resolution. Upon the transfer of the dwelling units, they may be employed in any future redevelopment plan for the Property, whether pursuant to the Approval Resolution or a future Village approval but cannot be transferred to any other Property.

Landscape and Public Realm:

1. The Applicant shall obtain approval from, and comply with the provisions and conditions set by, the Miami-Dade County Shoreline Development Review Committee.

2. Visibility triangles shall be shown on the plans on the inside of both driveways to show the clear zone, particularly the south side of the north driveway. If necessary, shift/relocate proposed plant material to meet the requirements.
3. All structured parking shall be screened from view from the adjacent rights-of-way by an art treatment, to be approved by the Village Manager.
4. All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage or sidewalk by streetscreens, walls, hedges, fences or opaque gates.
5. Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the primary and secondary frontages of the site. Elsewhere, walls, hedges fences and gates shall not exceed a height of 8 feet.
6. Any blank walls over 25' in length and other unattractive areas of the site or building shall be heavily screened with landscaping. Additionally, landscape screening shall be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.
7. The Applicant shall seek to attain no less than 24 points from the North Bay Village Green Building Program, which effort shall include pursuing NGBS Gold certification for the project, as per the Applicant's sustainable design consultant.
8. Applicant shall execute and record in the in the public records of Miami-Dade County, Florida, an Island Walk Easement in form and substance acceptable to the Village Manager and Village Attorney prior to the issuance of a Certificate of Occupancy, at the Applicant's expense.
9. The Island Walk Easement shall be and remain an open space public walkway with landscaping and other amenities as described in the Site Plan. The Island Walk Easement shall remain reasonably available for access and use by the public, from 6 AM to midnight ("Permitted Times"). The Island Walk Easement will be for the non-exclusive use by general members of the public, subject to the Village's regulations for the Island Walk not inconsistent with this Agreement.
10. All signage for public accessways to the Island Walk shall be constructed in substantial accordance with Exhibit "C" to the Development Agreement and shall be lit at night. The Walking Path and major public access points around the Property shall be marked with any other standard Island Walk identification sign, to be reasonably specified by the Village.

Infrastructure/Drainage:

1. The Applicant shall provide up to date documentation of compliance with the applicable Level of Service (LOS) requirements at the time of application for any building permit.
2. All existing and proposed access and/or utility easements, services and appurtenances shall be shown in grayscale on the Landscaping Plan. Water meters and backflow devices shall be located within landscaped areas and no permanent structures, including landscaping, shall be located above the water or sanitary system.
3. Prior to issuance of the Master Building Permit, the Applicant shall obtain, and submit to the Village, all pertinent plan approvals from Miami-Dade County

Environmental Resources Management (DERM), Miami- Dade Water and Sewer Department (WASD), and Miami-Dade County Fire Rescue, as well as a Tree Removal Permit.

4. Applicant shall provide fixture unit count to support water meter sizing.
5. Specifications of the permeability coefficient of proposed pervious paving materials shall be submitted for approval by the Village Public Works Department prior to Master Building Permit approval.
6. Prior to Master Building Permit approval, the Applicant shall provide a signed and sealed drainage report prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.
7. To the extent the Property's area allows under generally accepted engineering standards, Applicant shall install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.

Traffic/Circulation/Parking:

1. As a condition of issuance of the master building permit, the Applicant shall submit verification that the proposed development has been reviewed and found in compliance for access management consideration by all agencies having jurisdiction.
2. As a condition of issuance of the master building permit, the Applicant shall coordinate with Miami Dade County Traffic Engineering Department and the Village to develop modified and acceptable signal timing plans for the junction of 79th Street Causeway and Harbor Island Drive to ensure the effectiveness of the proposed signal timing optimization.
3. All sidewalks providing circulation to the public shall meet the minimum design criteria of the ADA. Ramp curbs shall be provided on the sidewalk at the driveway entrance (FDOT index 304).
4. The Applicant shall include sidewalk/grass strip restoration according to North Bay Village core requirements.
5. The proposed driving aisle width and parking plan are subject to approval of the Applicant's requests for deviations from the ULDC requirements pursuant to Sec. 7.6. In the event that one or both variances are not approved, the Applicant shall be required to redesign the proposed parking structure to comply with the minimum parking and aisle width standards per Sec. 9.3.
6. The proposed provision of compact parking is subject to approval of the Applicant's request for an exception pursuant to Sec. 8.11. In the event that the exception is not granted, the Applicant shall be required to redesign the proposed parking structure to comply with the minimum parking standards per Sec. 9.3.
7. If the compact parking exception is granted, the Applicant shall provide valet parking services in perpetuity, and shall obtain from the Village a Business Tax Receipt for valet parking services on an annual basis to demonstrate compliance with this requirement.

8. The Applicant shall commit to providing a dockmaster during all loading and delivery hours to facilitate loading and delivery operations and avoid any potential conflicts within the public right-of-way.
9. As part of loading and delivery operations, garbage pickup and any other loading and delivery vehicles shall be required to follow the normal flow of traffic around the existing roundabout and shall not be allowed to go against the flow of traffic to turn left into the loading area before the roundabout.
10. The Applicant shall coordinate with Village staff to ensure that garbage collection occurs during off-peak hours.

Other:
1. All signage shall comply with the restrictions of Chapter 11.

Prior to issuance of a Certificate of Occupancy
1. The Applicant shall pay all amounts of any kind then due to the Village, either under the Project Approval, the Development Agreement, or as imposed pursuant to any Land Development Regulation.
2. Applicant shall pay all amounts of any kind when due to the Village, either under the Project Approval, this Agreement, or imposed pursuant to any Land Development Regulation.

Section 3. Findings of Fact. The Mayor and Village Commission make the following findings of fact based upon the substantial competent evidence provided:

> The requested site plan meets the applicable Site Plan Review Standards provided in Section 5.8. The requested site plan approval is contrary to the public interest or detrimental to the community and is compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project supports the goals, objectives, and policies of the North Bay Village Comprehensive Plan and those of the NBV100 Master Plan, which include Livability, Resiliency, and Prosperity. The Project is compatible with surrounding intensities and densities of development, provides access to adequate light and air for surrounding properties, provides commercial use(s) intended to serve the needs of the residents; and creates a pedestrian-friendly experience at the ground level.

Section 4. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals

or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 5. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

Mayor Brent Latham	Yes
Vice Mayor Richard Chervony	Yes
Commissioner Goran Cuk	Yes
Commissioner Andrew Rotondaro	Yes
Commissioner Rachel Streitfeld	Yes

PASSED AND ADOPTED on this 28 day of September, 2023.

Brent Latham, Mayor

ATTEST:

Alba Chang, CMC, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Exhibit "A"
LEGAL DESCRIPTION

Address: 7938-7940 West Drive, NORTH BAY VILLAGE

Folio Numbers: 23-3209-001-0420 and 23-3209-001-0400

LOTS 38, 40, 42, "HARBOR ISLAND," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

APPLICATION FORM FOR USE EXCEPTION APPROVAL

This application form is to be used to petition for a Use Exception from the regulations pursuant to Section 8.11. of the North Bay Village Unified Land Development Code. **This application may only be applied for by the owner of the property or their legal representative.**

Submit your application, with all the required information to the Village Planning and Zoning Official, via svargas@cgasolutions.com. Physical copies of materials may be requested prior to public hearing, to be delivered at the Village offices located at 1666 Kennedy Causeway, Suite 300. Use Exceptions require public hearings conducted by the Planning & Zoning Board and the Village Commission. Applications must be complete, and all required fees be paid in order to be accepted and placed on an agenda.

This application, including all supplemental forms and data, must be completed in accordance with the attached instructions and submitted with the required fees pursuant to the most up-to-date Fee Schedule. Accepted payment methods for the required fees are check, credit card when paying in person at the Village offices. You may also call (305) 756-7171 to make your credit card payment by phone or make a wire transfer.

Pursuant to Sec. 4.4.A.6., notice of the date, time, place and nature of the hearing shall also be posted conspicuously at least ten (10) days prior to the hearing "on any property for which a petition for a variance, use exception, zoning district or future land use boundary change has been submitted."

APPLICATION FORM FOR USE EXCEPTION APPROVAL

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Property Owner Name: 7940 NBV PARTNERS
2. Contact Phone: 9123981775 Email Address: peter@fortisdesign.build
3. Mailing Address: 4531 Prairie Ave Miami Beach Fl 33140

4. Applicant Name: _____
(If different from Owner)
5. Contact Phone: _____ Email Address: _____
6. Mailing Address _____

7. Address of Property Covered by the Application: 7938-7940 West Drive
North Bay Village, Fl 33141

8. Legal Description of Property Covered by the Application (add pages if needed):
LOTS 38, 40, AND 42 "HARBOUR ISLAND"ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

9. Folio Number(s): 23-3209-001-0420, 23-3209-001-0400
10. Future Land Use and Zoning Designations: 33,602
11. Current land use of the Property: VACANT
12. Intended use of the Property (as requested):
Use Exception- Temporary Sales center/marketing office
13. Reasons for the Request (add pages if necessary): REFER TO LOI

CHECK LIST FOR THE APPLICANT

Mandatory Submittals:

- ☐ Complete Use Exception Application, including all required forms and affidavits, signed by property owner or owner's representative.
- ☐ Letter of Authorization from property owner, if different from Applicant.
- ☐ Letter of intent, signed by the Applicant, explaining the nature of the request, justification for the proposed Use Exception, evidence that the request complies with Section 8.11. of the North Bay Village Unified Land Development Code, and showing that the Use Exception:
    a) is consistent with the goals, objectives, policies, and intent of the North Bay Village Comprehensive Plan and the NBV100 Master Plan.
    b) will protect, conserve, or preserve environmentally critical and sensitive areas and natural resources, where applicable.
    c) will be compatible with existing and planned uses.
    d) will not be injurious to the neighborhood or detrimental to the public welfare.
    e) will otherwise be in compliance with zoning regulations pertaining to the use and other applicable regulations.

  Insufficient justification may result in denial of the application.
- ☐ Certified Land Survey dated within two (2) years of the filing date of the Use Exception application, reflecting all current conditions.
- ☐ Map or aerial photo showing adjacent properties, surrounding streets (labeled) and a north arrow.
- ☐ Photos of buildings and structures on the property concerned.
- ☐ Accurately dimensioned plans showing the location and spacing distance of all proposed construction in relation to property lines and existing structure(s), the general location and use of existing structures on property adjacent to the subject property.
- ☐ Floor plans and elevations if required by the Planning and Zoning Official.
- ☐ Filing fees and cost recovery deposit (Refer to the most current North Bay Village Fee Schedule).

Applications are deemed incomplete until all mandatory submittals have been received by the Village Planning and Zoning Official.

APPLICANT AFFIDAVIT

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application by the Village Planning & Zoning Official and Village Manager, no rights shall vest on behalf of the applicant which would be enforceable against the Village until after the Village Manager has approved the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for waiver approval pursuant to Section 15.1.H.4.b.(1) v. of the Form-Based Code (Chapter 15 of the ULDC). Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board, the Village Commission and Village Manager revoked.

Authorized Signature _____

Print Name Mikael Hamaoui

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signee's position in the corporation and embossed with the corporate seal.)

STATE _____
COUNTY OF _____

Sworn to and subscribed to before me this 26th day of February, 2024,

by Mikael Hamaoui, who is personally known to me or who has produced

_____ as identification.

Notary Public Signature _____

Commission Number/Expiration HH 376883 / March 21, 2027

DEREK GRANQUIST
Commission # HH 376883
Expires March 21, 2027

CONSENT TO PUBLIC HEARINGS

All requests for Use Exceptions from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Planning and Zoning Official shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Planning and Zoning Official on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a Use Exception from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village shall be deemed a condition precedent to the consideration of such a Use Exception request.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Chapters 4 and 8. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature Mikl

Print Name Mikael Hamani

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FL
COUNTY OF Miami-Dade

Sworn to and subscribed to before me this 26th day of February, 2024,

by Mikael Hamani, who is personally known to

me or who has produced _____ as identification.

DEREK GRANQUIST
Commission # HH 376883
Expires March 21, 2027

Notary Public Signature

Commission Number/Expiration HH376883 / March 21, 2027

COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent commit to the payment of all applicable cost recovery fees involved as part of my application process. Cost recovery includes, but is not limited to, staff time, attorney fees, planning consultant fees and any other professional service costs incurred by North Bay Village in the review and processing of a development application, regardless of the outcome of the review and/or public hearing process. I further understand and acknowledge that failure to remit payment for incurred costs pursuant to Subsections 5.12.B. and C. (attached) of the North Bay Village Unified Land Development Code (ULDC) constitutes a violation of the Code and the Village may levy penalties to secure compliance, as outlined in Subsection 5.12.C of the ULDC.

Please type or print the following:

Date: 26 FEBRUARY 2024

Relationship to the project: (e.g., property owner, architect, developer, attorney)

OWNER

Full Name: **MIKAEL HAMAOUI**

Current Address: **4531 PRARIE AVENUE**

City: **MIAMI BEACH** State: **FL** Zip: **33140**

Telephone: **305-776-5345** Email: **mikael@rivierahorizons.com**

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 26th DAY OF February, 2024

DEREK GRANQUIST
Commission # HH 376883
Expires March 21, 2027

Notary Public, State of Florida at Large

My Commission expires March 21, 2027.

Subsections 5.12.B. and C. Regarding Cost Recovery

B. Cost Recovery Established

1. The applicant shall reimburse the Village for the actual cost of consultant or employed professional review services pursuant to the cost recovery procedures and requirements of subsection C below.

2. Payment in full by the applicant to the Village for the Village's actual expenditures for review of the application shall be a written condition of any development order. These cost recovery deposits fees shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code of Ordinances.

C. Cost Recovery procedure.

1. At the time of submission of any application for development approval, the applicant shall pay the minimum cost recovery deposit fee outlined in the development approval fee and cost recovery deposit schedule set forth in this section, which funds shall be deposited into a cost recovery escrow account established for this purpose. Withdrawals shall be made to reimburse the Village for the cost of consultant services.

2. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery escrow account.

3. When the balance in the Village's cost recovery escrow account is reduced to one-half of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such amount is not replenished within 30 calendar days after the applicant is notified, in writing, of the requirement of such additional deposit, the Village shall suspend its review of the application and the application shall be deemed withdrawn.

4. If an application is suspended due to nonpayment of the additional escrow deposit specified in subsection 3., a resubmission fee shall be paid, and the cost recovery deposit shall be replenished to a minimum of one-half of the original deposit amount before the application will be reviewed.

5. Prior to the scheduling or noticing of any board or commission hearing, the Village Manager's review of the application shall be complete, and the cost recovery escrow account balance shall be replenished to equal at least one-half of the initial deposit amount.

Office Use Only:

Date Submitted: _____ Total Paid: $_____

Date Paid: _____ Filing Fee: $_____

Cash or Check #_____ Cost Recovery Dep: $_____

NORTH BAY VILLAGE - TEMPORAY SALES CENTER

7940 WEST DRIVE

NORTH BAY VILLAGE, FL 33141

OWNER
7940 NBV PARTNERS,LLC
4531 PRAIRIE AVE
MIAMI BEACH, FL 33140

ARCHITECT
REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27th AVENUE
SUITE 110
MIAMI, FL 33133
WEBSITE: WWW.REVUELTA.COM
PH: (305) 590-5000

CIVIL ENGINEER
SCHWEBKE-SHISKIN & ASSOCIATES
3240 Corporate Way
Miramar, Fl. 33025
(T) (954) 435-7010

LAND.DESIGN
6800 SW 40th ST.
Miami, Fl. 33155
(T) (305) 910-9734

7940 NORTH BAY VILLAGE - TEMPORARY SALES CENTER

TEMP	SHEET	NAME	ZONING 02/20/2024		
PROJECT DATA					
		COVER SHEET - ZONING			
	SURVEY	BOUNDARY SURVEY	•		
	A-000	SITE SETBACK DIAGRAM	•		
	A-001	ZONING DATA - LOCATION MAP	•		
	A-002	SITE PLAN	•		
	A-003	ELEVATIONS	•		

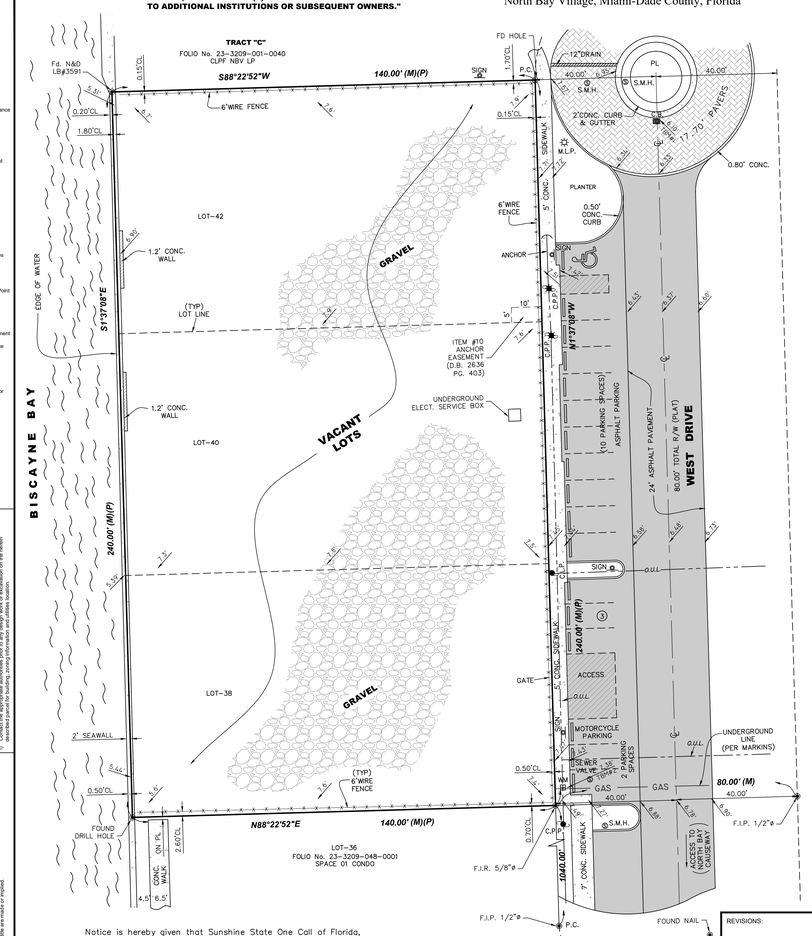
Luis O. Revuelta

Digitally signed by Luis O. Revuelta
DN: E=INFO@Revuelta.com, CN=Luis O. Revuelta, O="Revuelta Architecture International, P.A.", L=Miami, S=Florida, C=US
Date: 2024.03.12 09:45:49-04'00'

3/12/2024

"THIS SURVEY DECLARATION IS MADE ON THE FIELD DATE INDICATED, TO THE OWNER(S) LISTED. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS."

A portion of land in Sections 8 and 9, Township 53 South, Range 42 East
North Bay Village, Miami-Dade County, Florida



Notice is hereby given that Sunshine State One Call of Florida, Inc. must be contacted at 1-800-432-4770 at least 48 hours in advance of any construction, excavation or demolition activity within, upon, abutting or adjacent to the Subject Property. This Notice is given in compliance with the "Underground Facility Damage Prevention and Safety Act," pursuant to Chapter 556.101-111 of the Florida Statutes.

AREA	
SQ. FT.	±33,600
ACRES	±0.77

Elevations shown refer to N.G.V.D. 1929.
BM # A-26 (MIAMI-DADE)
Elevation = 6.18 ft (N.G.V.D.)

Bearing, if any, shown based on Plat Meridian (reference) NORTH ℄ S88°22'52"W

14-20800
17-22736

LEGEND

A.	= Arc
ASPH	= Asphalt
BM	= Bench Mark
BRG	= Bearing
CB	= Catch basin
CBS	= Concrete Block Structure
CH	= Chord
Chatta	= Chattahoochee
℄	= Center Line
CLF	= Chain Link Fence
CL	= Clear
CONC.	= Concrete
D	= Delta
ø	= Diameter
DH	= Drill Hole
DME	= Drainage & Maintenance Easement
E.B.	= Electric Box
Enc.	= Encroachment
F.F.	= Finish Floor
F.H.	= Fire Hydrant
F.I.R.	= Found Iron Rebar
FPL	= Florida Power & Light
F.I.P.	= Found Iron Pipe
FD.	= Found
L.P.	= Light Pole
M	= Measured
M.F.	= Metal Fence
M.H.	= Manhole
ℳ	= Monument Line
MON.	= Monument
N/A	= Not Applicable
N/D	= Nail & Disc
NTS	= Not to Scale
O/S	= Offset
O.U.L.	= Overhead Utility Lines
OH	= Overhang
P	= Plat
PB	= Plat Book
PC	= Point of Curvature
PCP	= Permanent Control Point
PG	= Page
P.I.	= Point of Intersection
℄	= Property Line
PL	= Planter
P.O.B.	= Point of Beginning
P.O.C.	= Point of Commencement
P.P.	= Power Pole
P.R.M.	= Permanent Reference Monument
P.R.C.	= Point of Reverse Curvature
PT	= Point of Tangency
R	= Radius
R/R	= Railroad
PSM	= Professional Surveyor Mapper
R/W	= Right-of-Way
SWK	= Sidewalk
Sec.	= Section
(TYP)	= Typical
T	= Tangent
U.E.	= Utility Easement
W.F.	= Wood Fence
W.M.	= Water Meter
W.V.	= Water Valve
5.32'	= Denotes Spot Elevations Taken

NOTE:
a) All dimensions and/or encroachments shown hereon are of the apparent nature, fence legal ownership is not determined.
b) The bases of this survey is only for the exclusive and specific use of those persons, parties or entities named hereon.
c) Data restrictions and title search not reflected in this survey.
d) Flood zone classification (and base flood elevations, if any) not located.
e) This property may be subject to flooding, drainage problems, etc. that may occur in the future. Flooding or damage which does not relate specifically to the part of the survey that is within the limits of the instrument survey. Alvarez, Aiguesvives and Associates, Inc. shall not be liable for any flooding or damage to property and/or improvements.
f) Lands depicted hereon were surveyed per legal description provided by client and no claims as to ownership of strips of land are made or implied.

All roads shown hereon are public unless otherwise noted.
All bearings and distances are record and measured unless otherwise noted.
Distance along boundary are record and measured unless otherwise noted.
Graphic representations of the subject property and improvements scales as shown on this survey may be altered in reproductions and as such, should be considered when obtaining scaled data.
All utilities shown hereon are visible above ground evidence only. Underground utilities (U.I.T.P.C.L. for "Subsurface"). The Minimum relative distance accuracy for the type of boundary determination performed for this survey is 1 foot in 10,000 feet. No underground improvements or buried geometric figure was found to exceed this requirement.
Survey does not certify to the existence or nonexistence of rocks or excavation on the herein described parcel for building, zoning information and utilities location.

This property described as:
Lots 38, 40 and 42,
HARBOR ISLAND,
according to the Plat thereof
as recorded in Plat Book 44, Page 72,
of the Public Records of Miami-Dade County, Florida.

7938 - 7940 West Drive, North Bay Village, FL 33141

Folio No. 23-3209-001-0420 (Lots 40 and 42)
23-3209-001-0400 (Lot 38)

Certified to:
Escobar & DeCarlo, LLC
7940 NBV Partners LLC, a Florida Limited Liability Company
Bank OZK,
its successors and/or assigns, ATIMA
Gioia DeCarlo, Esq.
Old Republic National Title Insurance Company

NOTES:
- Utilities shown are by location of surface improvements only.
- No earth moving on site found, no changes in Street Right-of-Way found, no wetlands found within the property.
- No visible solid Waste Dump found on site.
- Legal description based on occupation and other legal documents.

0 20 40
GRAPHIC SCALE
SCALE: 1"=20'
(SCALE IN FEET)

RENE AIGUESVIVES
PSM 4327
STATE OF FLORIDA
SURVEYOR AND MAPPER
SEAL

Rene Aiguesvives PSM4327

Digitally signed by Rene Aiguesvives PSM4327
DN: c=US, st=Florida, l=Miami, o=ALVAREZ, AIGUESVIVES AND ASSOCIATES, INC., cn=Rene Aiguesvives PSM4327, email=aaasurvey@aol.com
Date: 2021.05.21 09:47:28 -04'00'

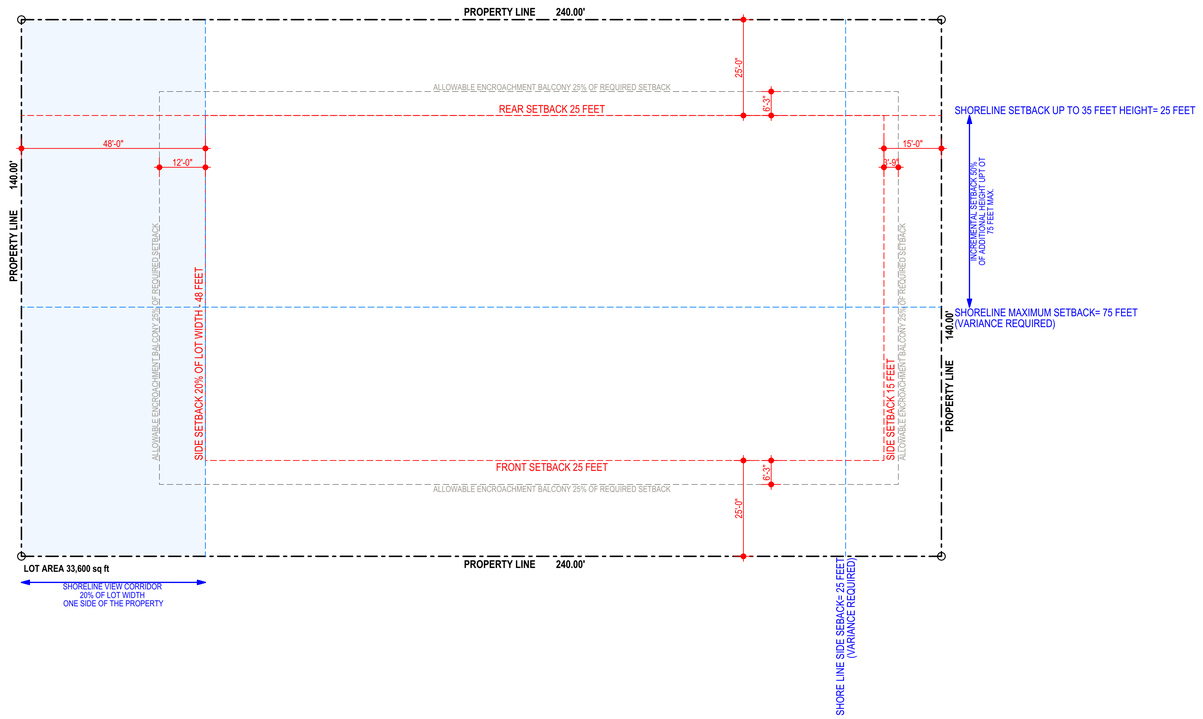
REVISIONS:				
FLOOD ZONE AE	COMM. No. 120654	PANEL No. 0306	SUFFIX L	Not valid unless it bears the signature and the original raised seal of Florida licensed Surveyor and Mapper.
F.I.R.M.DATE 09 / 11 / 09	F.I.R.M.INDEX 09 / 11 / 09	BASE ELEV. + 8 FT N.G.V.D.		

TOPOGRAPHIC SURVEY.
I HEREBY CERTIFY: that this survey meets the standards of practice as set forth by the FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS in chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

RENE AIGUESVIVES 04/16/21
PROFESSIONAL SURVEYOR AND MAPPER No. 4327. State of Florida.

Alvarez, Aiguesvives and Associates, Inc.
Surveyors, Mappers and Land Planners
9789 Sunset Drive, Miami, FL 33173
Ph. 305-385-0385 ~ 305.220.2424 L.B. No. 6867
fastsurvey@aol.com ~ aaasurvey@aol.com

Field Date	Scale:	Drawn by:	Dwg. No.
04/14/21	1"=20'	R.S.	21-25426



1 SITE PLAN
SETBACKS AND ZONING REGULATIONS
SCALE: 1/16" = 1'-0"
+7'-7" N.G.V.D.

0 8' 16' 32'

N

These Design And Drawings Are The Copyrighted Property Of Revuelta Architecture International P.A. and May Not Be Reproduced Except with Specific Written Consent of the Architect.
These Drawings Are Not To Be Used For Construction Purposes Unless Signed And Sealed By The Architect. Written Dimensions Shall Have Precedence Over Scaled Dimensions. Contractor Shall Verify And Be Responsible For All Dimensions And Conditions On The Job. The Architect Must Be Notified Of Any Variations From The Dimensions And Conditions Shown By These Drawings And Must Approve Any Variations Before Proceeding With The Work. Drawings Are Not to be Scaled.
File: Bfdocsd_RM-SERVER2-25 - [Bfdocsd Basic for Archicad 25]2114_NORTH BAY VILLAGE,FL/2140 WEST DRIVE - NORTH BAY VILLAGE SALES CENTER.rvt - Plotted: 3/12/2024
Last saved by: Date: 3/12/2024

revuelta
architecture
international

Miami
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVE,
SUITE 110
MIAMI, FL 33133
T. 305.590.5000
F. 305.590.5040

Project

NORTH BAY VILLAGE
SALES CENTER
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

Owner Information

#Client Company
#Client Address1
#Client Address2
#Client City, #Client State #Client Postcode

#Client Phone Number

Consultant

Digitally signed by Luis O. Revuelta
DN: E=INFO@Revuelta.com, CN=Luis O. Revuelta, O="Revuelta Architecture International, P.A.", L=Miami, S=Florida, C=US
Date: 2024.03.12 09:45:00-04'00'

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

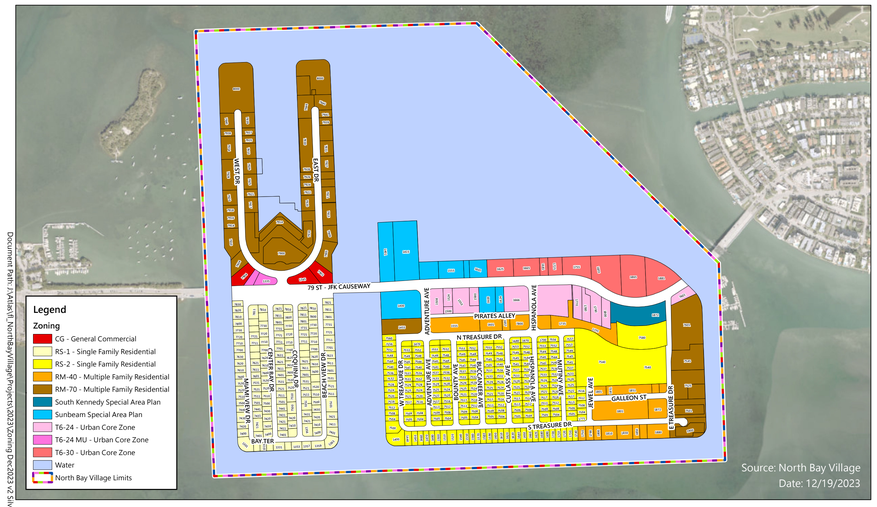
Date
11/14/2022
Scale
AS SHOWN
Project No.
#Pln
Sheet Name
SITE SETBACK DIAGRAM
Sheet No.
A-000

1023



SITE
7940 WEST DR.

1 A-001 **LOCATION MAP**

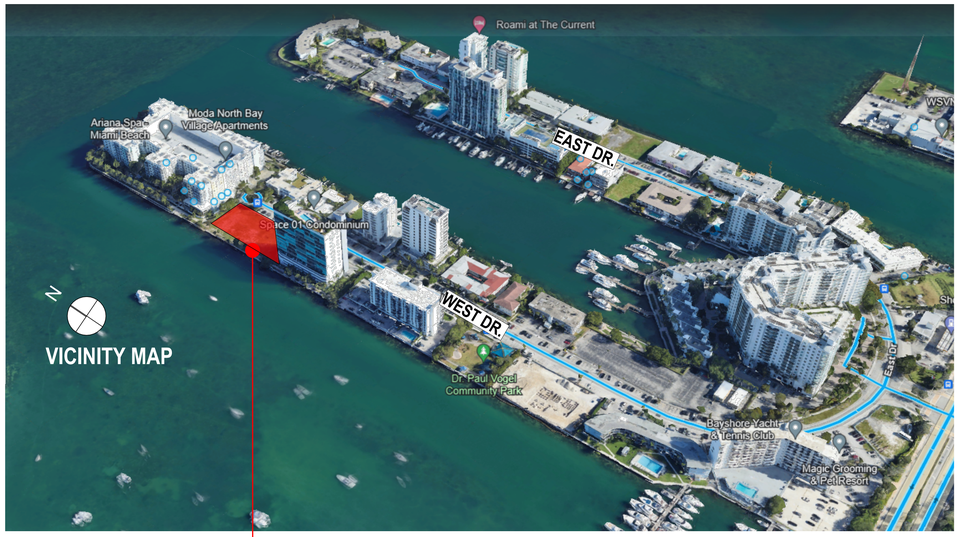


Document Path: J:\Active\Village\Village Projects\2023\Zoning Dec2023-12 SAVE Enhanced

NBV100 - Official Zoning Map

1 inch = 600 feet

2 A-001 **ZONING MAP**



SITE
7940 WEST DR.

1 A-001 **LOCATION MAP**

Zoning Summary

revuelta architecture international p.a.

7938-40 West Drive, North Bay Village - Sales Center

	SF	Acres
Lot Area	**33,600**	0.77
Lot Dimensions	Width 240' x Depth 140'	

Legal Description

REFER TO SURVEY : SCHWEBKE SHISKIN & ASSOCIATES

Flood Elevation

AE 8' - Flood designation - Design Flood Elevation 10' N.G.V.D. (BFE + 2)

ZONING CLASSIFICATION - RM-70

DISTRICT SETBACKS

		Required	Proposed
Front Setback - West Drive		25'-0"	**63'-9"**
One Side Setback Interior		15'-0"	**43'-3"**
Second Side Setback Interior	20% of lot width	48'-0"	**120'-9"**
Rear Setback		25'-0"	**25'-0"**

BUILDING HEIGHT

			Allowable	Proposed
Maximum Building Height	150'-0" Base	240'-0" With Bonus	**312'-0"** *(+30% with TDR)	**15'-2**

PARKING AND LOADING REQUIREMENTS

Parking Space Requirements	GROSS AREA (SQ FT)	Required	Proposed
Per Section 9.3.3.d (3) PS/1000 sqft of gross floor area	2,138	8	9
One (1) PS for each 300 sqft of gross area			0
Total Parking Spaces		8	9

ADA Space Requirements	Required	Provided
Per F.C.B.C Section 208.2 (table 208.2)		
Total Number of Parking spaces provided in parknig facilities (1 to 25)	1	**2**

Notes:

3 A-001 **DATA SHEET**

These Design And Drawings Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced Except with Specific Written Consent of The Architect
These Drawings Are Not To Be Scaled. Contractor Shall Verify And Be Responsible For All Dimensions And Conditions On The Job. Any Discrepancies Must Be Reported To The Architect Before Proceeding With The Work. Figured Dimensions Are To Be Followed In Preference To Scaled.
File: Bluebeam Rev - SERVER(R2-25 - Bluebeam Basic for Archived 25\2114_NORTH BAY VILLAGE\2114.17 7940 WEST DRIVE - NORTH BAY VILLAGE SALES CENTER.E - By: Rueli Saved by: - Date: 3/12/2024

revuelta
architecture
international

Miami
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVE,
SUITE 110
MIAMI, FL 33133

T. 305.590.5000
F. 305.590.5040

Project

NORTH BAY VILLAGE
SALES CENTER
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

Owner Information

#Client Company

#Client Address1
#Client Address2
#Client City, #Client State #Client Postcode

#Client Phone Number

Consultant

Digitally signed by Luis O. Revuelta
DN: E=INFO@Revuelta.com, CN=Luis O. Revuelta, O="Revuelta Architecture International, P.A.", L=Miami, S=Florida, C=US
Date: 2024.03.12 09:45:05-04'00'

Luis O. Revuelta

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

Date
11/14/2022

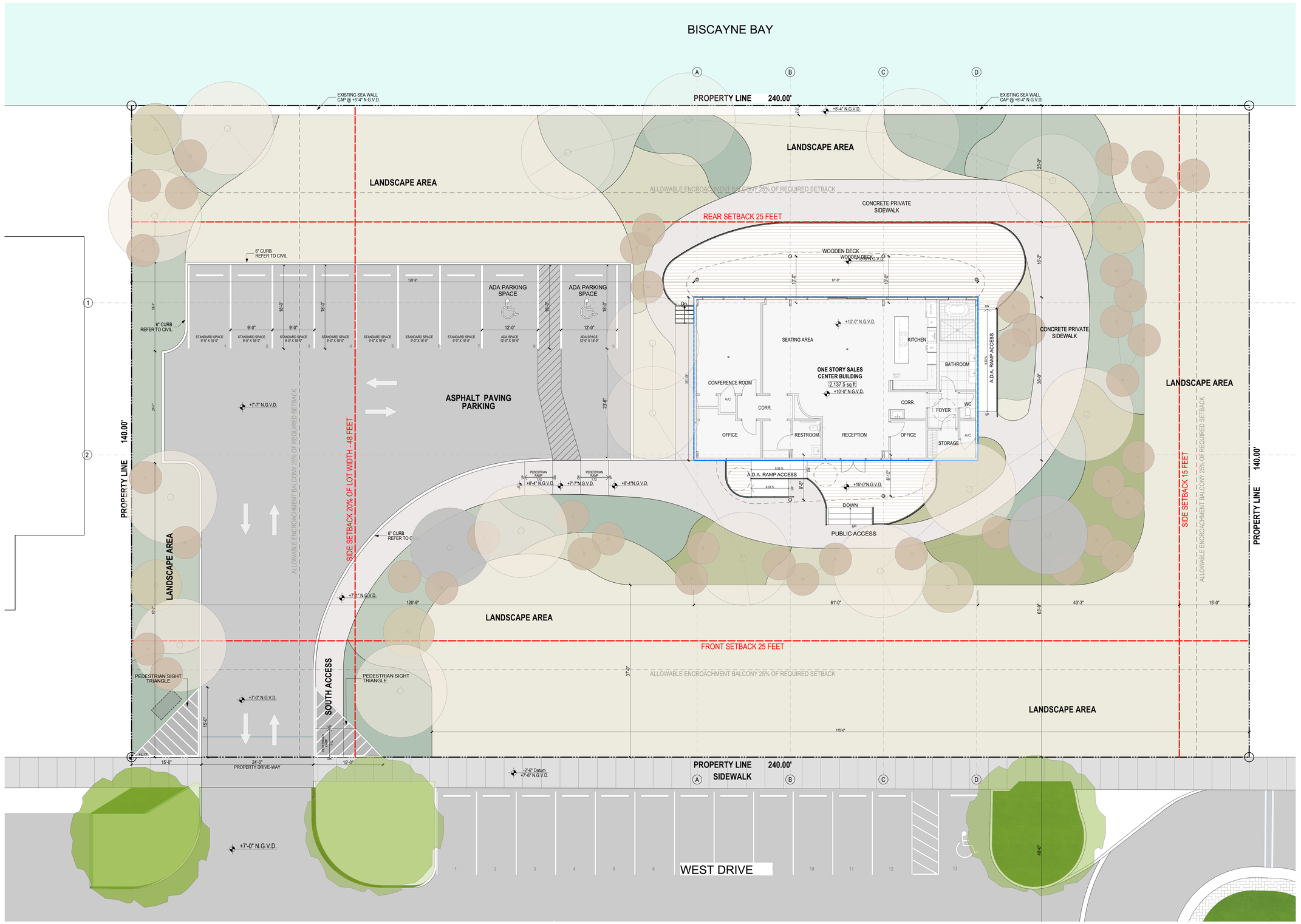
Scale
AS SHOWN

Project No.
#Pin

Sheet Name
ZONING DATA - LOCATION MAP

Sheet No.
A-001

1024



SITE PLAN - ZONING

SCALE: 1/8" = 1'-0"

N

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File: BIMcloud - Rac_SERVER2@25 - BIMcloud Basic for Archicad 26\714_NORTH BAY VILLAGE\2114_7 940 WEST DRIVE - NORTH BAY VILLAGE SALES CENTER - By #Last saved by - Date: 3/12/2024

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Miami
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Project

NORTH BAY VILLAGE
SALES CENTER
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

Owner Information

#Client Company

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Date: 2024.03.12 09:45:08-04'00'

Luis O. Revuelta

AR-0007972

SCHEMATIC DESIGN

Date
11/14/2022
Scale
AS SHOWN
Project No.
#Pin
Sheet Name
SITE PLAN
Sheet No.
A-002

1025

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Date: 2024.03.12 09:45:11-04'00'
Luis O. Revuelta

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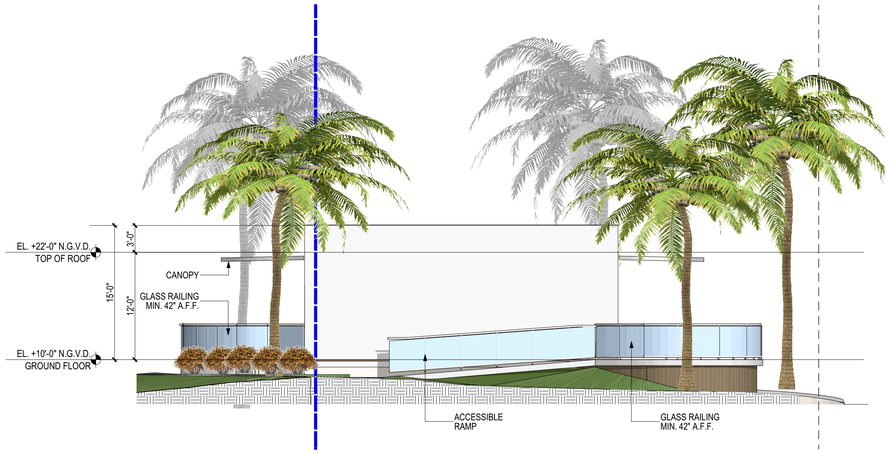
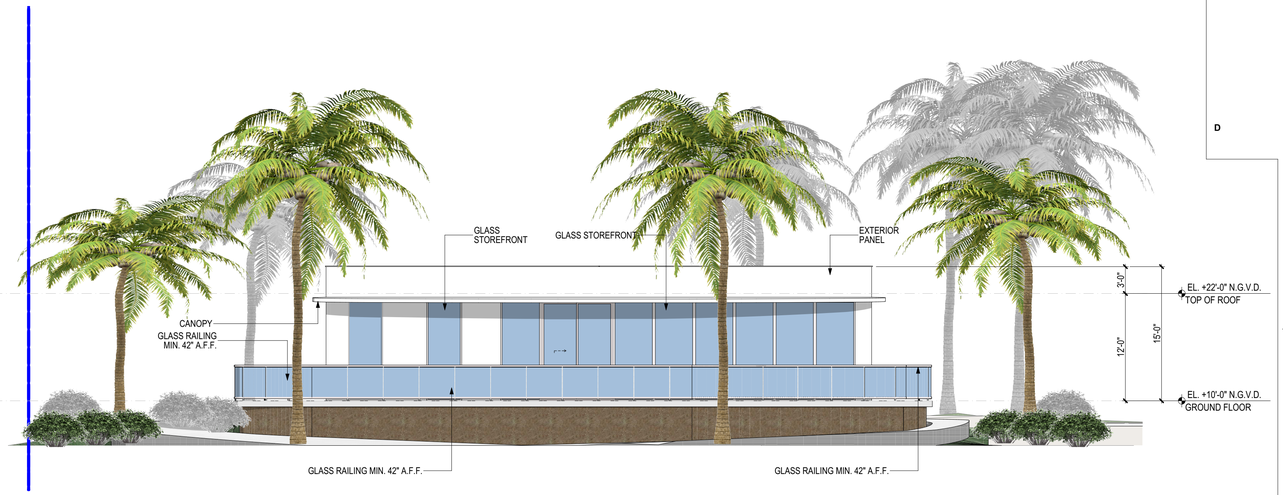


1 / A-003 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 / A-003 WEST ELEVATION
SCALE: 1/8" = 1'-0"



3 / A-003 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



4 / A-003 EAST ELEVATION
SCALE: 1/8" = 1'-0"

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File: 6Revised Res Set\SHEETS\A-3 ELEVATIONS.dwg Last Modified Date And Time: 3/12/2024 11:14:14 AM By: LUIS.REVUELTA Plotted: 3/12/2024 11:14:14 AM By: Luis.Revuelta

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Project

NORTH BAY VILLAGE
SALES CENTER
7940 WEST DRIVE
NORTH BAY VILLAGE, FL. 33141

Revisions

Owner Information
7940 NBV PARTNERS, LLC.

4531 PRAIRE AVE
MIAMI BEACH, FL 33140
(912) 398-1775

Consultant

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

Date
3/12/2024
Scale
AS SHOWN
Project No.
#Pln
Sheet Name
ELEVATIONS
Sheet No.
A-003

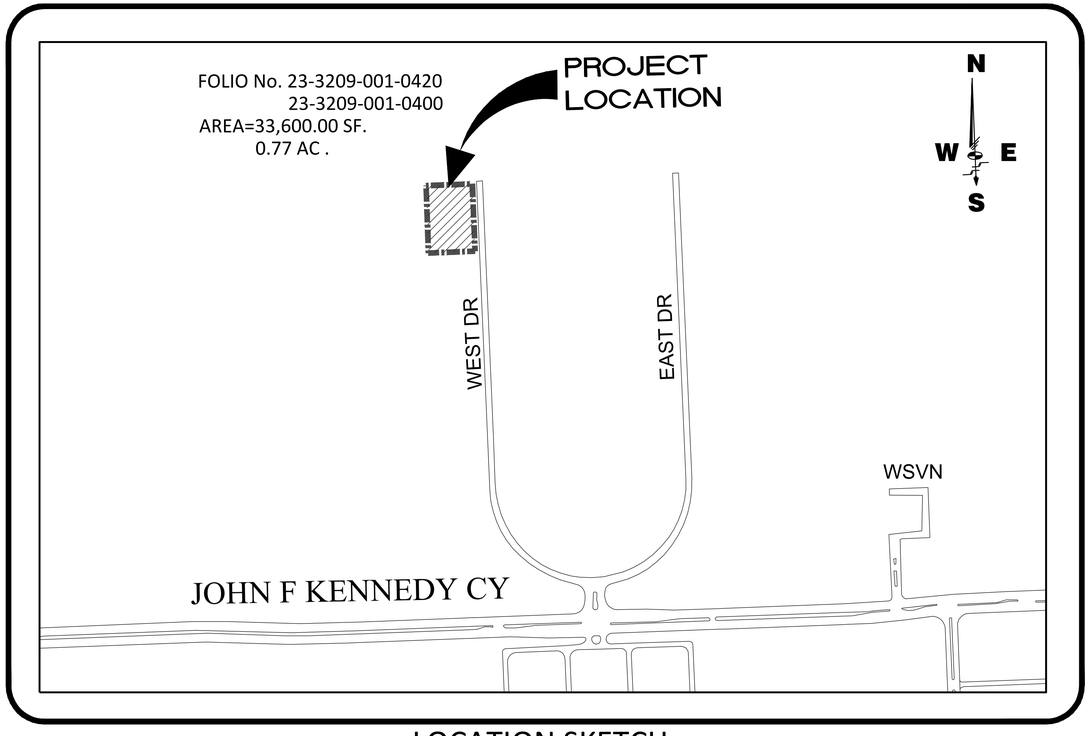
1026

7490 WEST DRIVE SALES CENTER

CIVIL PLAN

CITY OF NORTH BAY VILLAGE, FLORIDA

JANUARY 2024



LOCATION SKETCH
1"=300'
SECTION 09 - TOWNSHIP 53 - RANGE 42

SHEET LIST TABLE		
Sheet Number	Sheet Title	SHEET DESCRIPTION
1	C-0	COVER SHEET
WATER AND SEWER FACILITIES		
2	WS 1	PLAN
PAVING GRADING AND DRAINAGE FACILITIES		
3	PD-1	PLAN
4	PD-2	DETAILS
5	PD-3	DETAILS
6	PD-4	CROSS SECTIONS
PAVEMENT SIGNAGE AND MARKING		
7	PMS-1	PLAN
EROSION AND SEDIMENT CONTROL PLANS		
8	ESC - 1	PLAN VIEW
9	ESC - 2	DETAILS
10	ESC - 3	DETAILS
11	ESC - 4	DETAILS
12	ESC - 5	DETAILS
13	ESC - 6	NOTES

CONTACT INFORMATION:

NAME: HERNANDO J. NAVAS, P.E.

TELEPHONE NUMBER: 954-435-7010

FAX NUMBER: 954-438-3288

EMAIL: HNAVAS@SHISKIN.COM

THE ELEVATIONS SHOWN WITHIN PLANS REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.) AND ARE EXPRESSED IN FEET.

LEGAL DESCRIPTION:

LOTS 38, 40 AND 42, "HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Sunshine811

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.

Check positive response codes before you dig!

PREPARED BY:

SSA SCHWEBKE SHISKIN + ASSOCIATES

CIVIL ENGINEERS | LAND SURVEYORS **CA#87 | LB#87**

TEL: (954)435-7010 3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 www.SHISKIN.com

FLOOD CRITERIA NOTES

1. MIAMI-DADE COUNTY FLOOD CRITERIA =7.55' N.G.V.D.
2. FEMA FLOOD ELEVATION = 8. THE PROPERTY LAY ON HARD ZONE "AE" PER COMMUNITY PANEL NO. 120654 0306 L MAP DATED ON 9/11/2009.
3. MIAMI-DADE COUNTY OCT. WATER TABLE. =2.00' N.G.V.D.

FOLIO NUMBERS:
23-3209-001-0420
23-3209-001-0400

Digitally signed by Hernando J Navas
Date: 2024.02.21 14:16:31-05'00'

REVISIONS

No.	DESCRIPTION	DATE	BY

SSA SCHWEBKE SHISKIN + ASSOCIATES

CIVIL ENGINEERS | LAND SURVEYORS CA#87 | LB#87

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7490 WEST DRIVE SALES CENTER

CIVIL PLAN
COVER SHEET
CITY OF NORTH BAY VILLAGE, FLORIDA
SECTION 09, TOWNSHIP 53, RANGE 42

FILE No. AJ-6300
DESIGNED BY: H.J.N.
DESIGNED DATE: JAN/2024
DRAFTED BY: L.E.L.
CHECKED BY:H.J.N.
SCALE: SEE PLAN

HERNANDO J. NAVAS LICENSE No. 50635 STATE OF FLORIDA PROFESSIONAL ENGINEER

SIGN DATE: 2/21/24

POSITION: PRINCIPAL

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STATUS: PERMIT

SHEET NAME: C-0

SHEET 1 OF 13

AJ-6300

K:\05534\7940 NORTH BAY VILLAGE\PLANS\DWGS\COVER - Site Cvstm.dwg

1027

BISCAYNE BAY

N
W
E
S

0 10' 20'
SCALE: 1" = 10'-0"

EXISTING LEGEND:

- ANCHOR/GUY WIRE
- WOOD POWER POLE
- WOOD LIGTH POLE
- CONCRETE LIGTH POLE
- ELECTRICAL LIGHT & POWER BOX
- GUARD POST
- CATCH BASIN
- DRAINAGE MANHOLE
- WATER METER
- SANITARY SEWER MANHOLE
- ELECTRIC MANHOLE
- ELECTRIC BOX
- FIRE HYDRANT
- BOLLARDS
- COMMUNICATION MANHOLE
- WATER VALVE
- CABLE TV BOX
- SIGNAL LIGHT BOX
- FIBER OPTIC CABLE

EXISTING LEGEND:

- ELEVATIONS (SEE NOTES FOR DATUM)
- TREE
- CENTERLINE
- MONUMENT LINE
- PROPERTY LINE
- SIGN POST
- METAL FENCE
- COMMUNICATION
- DRAINAGE
- NATURAL GAS
- OVERHEAD WIRES
- WATER
- SANITARY SEWER
- FPL DUCTS

P/L

EXIST. SEAWALL

PROP. HDPE

PROP. F-DRAIN

PROP. GREEN AREA SEE LANDSCAPE PLAN

PROP. WOOD DECK

PROP. CONC. SIDEWALK (TYP.)

PROP. SALES CENTER
FFE = 10.00' NGVD

SEATING AREA
CONFERENCE ROOM
KITCHEN
BATHROOM
A/C
CORR.
RECEPTION
RESTROOM
OFFICE
FOYER
STORAGE
UP
DN

REFER TO PLUMBING PLAN FOR CONTINUATION

PROP. (2) 250GAL SEWAGE STORAGE TANK (NOT PART OF CIVIL PLAN)

PROP. 1"x 3/4" REDUCER

PROP. CONC. CURB (TYP.)

PROP. ASPHALT PARKING

PROP. 1" HDPE WATER SERVICE 2.5' MIN. COVER

Folio: 23-3209-048-0001 (Reference)

Folio: 23-3209-001-0040

PROP. 1" REDUCED PRESSURE ZONE BACKFLOW PREVENTER (WS4.18 SHEET 18.3)

PROP. 1" HDPE WATER SERV. 2' MIN. COVER

R/W

EXIST. CONCRETE SIDEWALK TO REMAIN

EXIST. 1" WATER METER TO REMAIN

PROP. GREEN AREA (TYP.)

EXIST. SAN MH (TYP.)

PROP. CONC. CURB (TYP.)

40.0'

WEST DRIVE

EXIST. 1" WATER SERV.

EXIST. ASPHALT TO REMAIN

EXIST. 8" DIP WATER MAIN

EXIST. CONC. CURB & SIDEWALK TO REMAIN

EXIST. 8" SAN SEW. MAIN

EXIST. CONC. CURB (TYP.)

EXIST. STORM WATER OUTFALL

EXIST. F.H.

K:\09\3421\7340\NORTH BAY VILLAGE\WS\3WS\WS - Sale Center.dwg

REVISIONS

No.	DESCRIPTION	DATE	BY

SCHWEBKE SHISKIN + ASSOCIATES
SSA
CIVIL ENGINEERS | LAND SURVEYORS CA#87 | LB#87
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 www.SHISKIN.com
TEL: (954)435-7010

7490 WEST DRIVE SALES CENTER

WATER PLAN

CITY OF NORTH BAY VILLAGE, FLORIDA
SECTION 09, TOWNSHIP 53, RANGE 42

FILE NO.: AJ-6300
DESIGN BY: AEQ
DESIGN DATE: JAN/2024
DRAFTED BY: L.E.L.
CHECKED BY:H.J.N.
SCALE: SEE PLAN

HERNANDO J. NAVAS
LICENSE
No. 50635
STATE OF FLORIDA
PROFESSIONAL ENGINEER
2/21/2024

ENGINEER HERNANDO J. NAVAS, P.E.
TITLE: PRINCIPAL

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STATUS: PERMIT

SHEET NAME: WS-1

SHEET 2 OF 13

AJ-6300

BISCAYNE BAY

SCALE: 1" = 10'-0"

EXISTING LEGEND:

- ANCHOR/GUY WIRE
- WOOD POWER POLE
- WOOD LIGTH POLE
- CONCRETE LIGTH POLE
- ELECTRICAL LIGHT & POWER BOX
- GUARD POST
- CATCH BASIN
- DRAINAGE MANHOLE
- WATER METER
- SANITARY SEWER MANHOLE
- ELECTRIC MANHOLE
- ELECTRIC BOX
- FIRE HYDRANT
- BOLLARDS
- COMMUNICATION MANHOLE
- WATER VALVE
- CABLE TV BOX
- SIGNAL LIGHT BOX
- FIBER OPTIC CABLE

EXISTING LEGEND:

- ELEVATIONS (SEE NOTES FOR DATUM)
- TREE
- CENTERLINE
- MONUMENT LINE
- PROPERTY LINE
- SIGN POST
- METAL FENCE
- COMMUNICATION
- DRAINAGE
- NATURAL GAS
- OVERHEAD WIRES
- WATER
- SANITARY SEWER
- FPL DUCTS

PROPOSED LEGEND:

- DENOTES PROPOSED INLET
- DENOTES PIPE INVERT
- DENOTES PROP. FRENCH DRAIN
- DENOTES PROP. MANHOLE
- DENOTES PIPE INVERT W/POLLUTION RETARDANT BAFFLE (P.R.B.)
- DENOTES PROP. DRAINAGE PIPE
- DENOTES PROPOSED ELEVATION
- DENOTES MATCH EXISTING GRADE
- SECTION
- SHEET No
- DENOTES SAW CUT LIMITS
- DENOTES FLOW DIRECTION

PROPOSED LEGEND:

- DENOTES PROPOSED CONCRETE
- DENOTES PROPOSED ASPHALT
- DENOTES EXIST. ASPHALT TO BE MILLED AND RESURFACED
- DENOTES PROPOSED STEP
- DENOTES PROPOSED CLEAN –OUT
- DENOTES PROPOSED VALVE
- DENOTES PROPOSED DRAINAGE WELL
- DENOTES PROPOSED TREE

PROP. SALES CENTER
FFE = 10.00' NGVD

SEATING AREA · CONFERENCE ROOM · KITCHEN · BATHROOM · CORR. · OFFICE · RECEPTION · RESTROOM · FOYER · STORAGE · A/C

PROP. WOOD DECK BY ARCHITECTURAL PLANS

PROP. GREEN AREA SEE LANDSCAPE PLAN

PROP. FLOW LINE

PROP. TYPE "D" CURB

PROP. ASPHALT PARKING REFER TO APPLICABLE SECTION

PROP. 4" THICKENED EDGE CONC. SIDEWALK (TYP.)

PROP. PEDESTRIAN RAMP AT 1:12 MAX FOR 6' LONG

PROP. 4" THICK CONC. SIDEWALK

PROP. 1" WATER SERV.

PROP. 1" BACKFLOW PREVENTER

PROP. 40 LF OF 15" HDPE

PROP. 50 LF OF 15" HDPE F-DRAIN (5' DEEP, ELV=(-)0.5')

PROP. 30 LF OF 15" HDPE

PROP. 30 LF OF 15" HDPE F-DRAIN (10' DEEP, ELV.=(-)2.8')

PROP. 6" PVC PWL SLOPED @1.05% MIN.

PROP. 30 LF OF 15" HDPE F-DRAIN (10' DEEP, ELV.=(-)3.0')

STR #1 · STR #2 · STR #3 · STR #4 · STR #5 · STR #6

EXIST. CONC. SEAWALL CAP.

EXIST. CONC. CURB & SIDEWALK TO REMAIN

REMOVE EXIST. CONC. SIDEWALK & CONSTRUCT NEW 6" THICK CONC. SIDEWALK

7" EXIST. CONCRETE SIDEWALK TO REMAIN

EXIST. 1" WATER METER

SAW CUT & REMOVE EXIST. ASPHALT & BASE. BACK FILL W/ PLANTING SOILS

MILL 1.0" OF EXIST. ASPHALT & RESURFACE WITH 1.0" MIN -1.5" MAX (PER LIFT) OF SP9.5 TO MATCH PROP. GRADES

EXIST. ASPHALT TO REMAIN

EXIST. CURB (TYP.)

EXIST. 8" SAN. SEW. MAIN

EXIST. 8" DIP WATER MAIN

EXIST. F.H.

BM#1 N. RING OF SAN. MH - EL.=7.72'

BM#2 N. RING OF SAN. MH - EL.=7.70'

WEST DRIVE

Folio: 23-3209-048-0001 (Reference)

Folio: 23-3209-001-0040

P/L · R/W · 24' · 10' · 5' · 7' · 4' · 2' · 6' · 8'

1 PD-4 · 2 PD-4 · 3 PD-4

REVISIONS

No.	DESCRIPTION	DATE	BY

SSA SCHWEBKE SHISKIN + ASSOCIATES
CA#87 | LB#87
CIVIL ENGINEERS | LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 www.SHISKIN.com
TEL: (954)435-7010

7490 WEST DRIVE SALES CENTER

PAVING, GRADING AND DRAINAGE FACILITIES

PLAN

CITY OF NORTH BAY VILLAGE, FLORIDA

SECTION 09, TOWNSHIP 53, RANGE 42

FILE NO.: AJ-6300
DESIGN BY: AEQ
DESIGN DATE: JAN/2024
DRAFTED BY: L.E.L.
CHECKED BY: H.J.N.
SCALE: SEE PLAN

HERNANDO J. NAVAS — LICENSE — No. 50635 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

2/21/2024

ENGINEER HERNANDO J. NAVAS, P.E.
TITLE: PRINCIPAL

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STATUS: PERMIT

SHEET NAME: PD-1

SHEET 3 OF 13

AJ-6300

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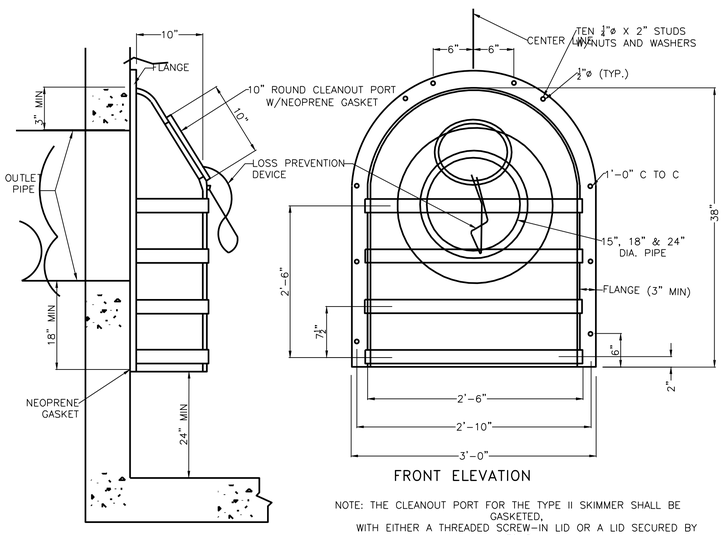


NOTE: THE CLEANOUT PORT FOR THE TYPE II SKIMMER SHALL BE GASKETED,
WITH EITHER A THREADED SCREW-IN LID OR A LID SECURED BY FOUR
STAINLESS STEEL QUICK-RELEASE LATCHES.

TYPE II SKIMMER

GENERAL NOTES

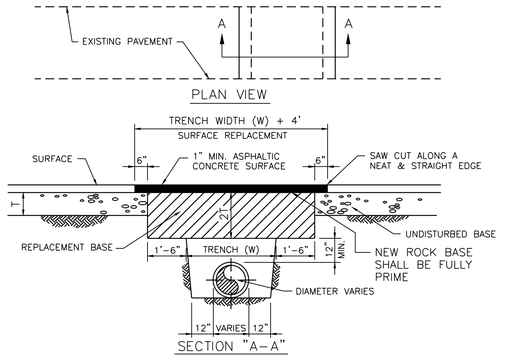
1. THE FRENCHDRAIN SKIMMER IS A HOODED COVER, MOUNTED OVER AN OUTLET IN A CATCHBASIN, THAT PREVENTS OIL AND FLOATING DEBRIS FROM EXITING THE BASIN. USE THIS SKIMMER IN FRENCHDRAIN CATCHBASINS AND IN OTHER LOCATIONS WERE THERE IS A NEED TO PREVENT OIL, DEBRIS OR OTHER FLOATING CONTAMINANTS FRON EXITING CATCHBASINS THROUGH OUTLET PIPES
2. PLACE NEOPRENE GASKET MATERIAL BETWEEN THE SKIMMER AND THE CATCHBASIN AT ALL POINTS OF CONTACT. TRIM THE GASKET NEATLY TO EXTEND ½ INCH BEYOND THE JOINT.
3. SKIMMER BAFFLE, CLEANOUT PIPE AND ANGLES SHALL BE PRIMARILY CONSTRUCTED OF ETHER GALVANIZED STEEL, ALUMINUM, POLYVINYL CHLORIDE, POLYETHYLENE, FIBERGLASS OR ACRYLONITRITE BUTADIENE STYRENE. ALL STEEL COMPONENTS, OTHER THAN STAINLESS, SHALL BE HOT-DIP GALVANIZED.
4. MOUNTING HARDWARE, HINGES AND LATCHES SHALL ALL BE STAINLESS STEEL, LOSS PREVENTION DEVICE SHALL BE EITHER STAINLESS STEEL CHAIN OR RIVETED NYLON STRAP.
5. MATERIAL USED IN CONSTRUCTION OF SKIMMER BODIES (BAFFLES) AND CLEANOUT PIPE SHALL COMPLY WITH STANDARD SPECIFICATION 943 FOR STEEL 945 FOR ALUMINUM OR 948 FOR PLASTICS.
6. ALL COSTS FOR FURNISHING AND INSTALLING A FRENCHDRAIN SKIMMER SHALL BE INCLUDED IN THE COST OF THE BASIN IN WHICH IT IS INSTALLED RETROFIT SKIMMERS SHALL BE PAID FOR AS 'MODIFY EXISTING STRUCTURE'.
7. PLASTIC SKIMMERS SHALL CONTAIN A MINIMUM OF 1.5% BY WEIGHT OF CARBON BLACK FOR UV PROTECTION.

F-DOT TYPE II SKIMMER

N.T.S.

NOTES:

1. REPLACED BASE MATERIAL OVER TRENCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE, MINIMUM 12", MAXIMUM 18".
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM (LOOSE MEASUREMENT) LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE TREATED PAVEMENT JOINTS SHALL BE LAPPED AND FEATHERED.
5. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE EXISTING SURFACE.
6. BASE MATERIAL SHALL HAVE A MINIMUM LBR OF 100 AND A MINIMUM CARBONATE CONTENT OF 70%.



PAVEMENT RESTORATION DETAIL

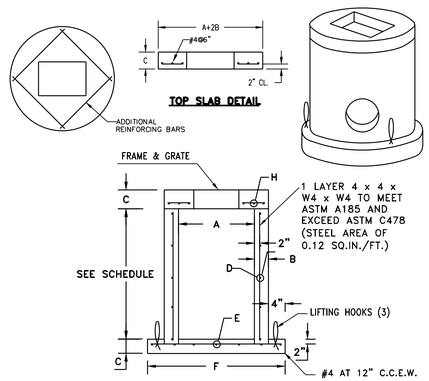
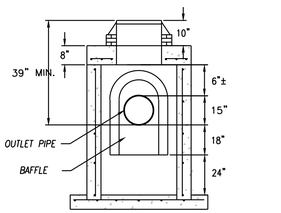


TABLE OF DIMENSIONS							
AØ	B	C	D	E* C.C.E.W.	FØ	GØ	H* C.C.E.W.	HOLDING CAPACITY (gpm/cf.s.)
3'-6"	6"	8"	ASTM C-478	#4 AT 12"	5'-0"	4'-6"	#4 AT 6"	72
4'-0"	6"	8"	ASTM C-478	#4 AT 12"	6'-0"	5'-0"	#4 AT 6"	94
4'-0"	8"	8"	ASTM C-478	#4 AT 12"	6'-4"	5-4"	#4 AT 6"	94
5'-0"	8"	8"	ASTM C-478	#5 AT 12"	7'-4"	6-4"	#5 AT 6"	147
6'-0"	6"	8"	ASTM C-478	#5 AT 6"	8'-0"	7'-0"	#5 AT 6"	211
6'-0"	8"	8"	ASTM C-478	#5 AT 6"	8'-4"	7'-4"	#5 AT 6"	211

*GRADE 40, OR FOR EQUIVALENT STEEL DESIGNS.

TYPE "C" CATCH BASIN 42"-120" ROUND STRUCTURE

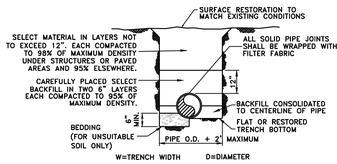


BAFFLE INSTALLATION DETAIL

N.T.S.

GENERAL NOTES:

1. ALL ELEVATIONS REFER TO N.G.V.D. (1929).
2. ALL WORK SHALL CONFORM TO THE CITY OF NORTH BAY VILLAGE GRADING AND DRAINAGE REGULATIONS AND STANDARDS, PER WATER MANAGEMENT REGULATIONS AND STANDARDS AND FLORIDA D.O.T. STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION.
3. PER F-DOT SEC 200, LIME ROCK BASE COURSE: AT LEAST 97% (BY WEIGHT) OF THE MATERIAL SHALL PASS A 3.5" SIEVE AND NO MORE THAN 70% SHALL PASS A 3/4" SIEVE AND THE MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST. ALL CRUSHING WHICH MIGHT BE NECESSARY IN ORDER TO MEET SUCH SIZE REQUIREMENT SHALL BE DONE BEFORE THE MATERIAL IS PLACED ON THE PARKING & DRIVES AREA.
4. MATERIAL HAVING A LIME ROCK BEARING RATIO (L.B.R.) LESS THAN 100 WILL NOT BE ALLOWED FOR BASE MATERIAL. STABILIZED SUB-BASE SHALL HAVE A MIN. L.B.R.= 40 UNDER ALL ASPHALT AREAS.
5. BASE MATERIAL SHALL BE COMPACTED TO 98% OF THE MODIFIED PROCTOR COMPACTION TEST, PER AASHTO T-180 METHOD. SUB-BASE MATERIAL SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR COMPACTION TEST, PER AASHTO T-180 METHOD.
6. PRIME COAT ON LIME ROCK BASE COURSE SHALL MEET FDOT STANDARD AS SET FORTH IN SECTION 300.
7. ASPHALTIC CONCRETE SHALL BE SP 9.5 ASPHALTIC CONCRETE SHALL MEET FDOT STANDARD SPECIFICATIONS AS SET FORTH IN SECTION 334, UNLESS SPECIFIED OTHERWISE.
8. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN LOCATIONS FOR ALL UNDERGROUND UTILITIES WITHIN THE LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH THE TOWN OF MIAMI LAKES ON THE LOCATION OF EXISTING TOWN OF MIAMI LAKES UNDERGROUND FACILITIES IF APPLICABLE. THE CONTRACTOR SHALL VERIFY ALL UTILITIES, BY ELECTRONIC METHODS AND/OR BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS.
9. TRAFFIC MARKING, STRIPING AND SIGNS TO BE IN CONFORMANCE WITH MIAMI-DADE COUNTY TRAFFIC ENGINEERING SPECIFICATIONS, MANUAL ON UNIFORM TRAFFIC DEVICES & F-DOT.
10. IN THE EVENT THAT UNSUITABLE SOILS (MUCK) ARE FOUND WITHIN THE LIMITS OF THE PROPOSED PARKING LOT & DRIVES, THE CONTRACTOR SHALL REMOVE SAID SOILS TO ITS FULL DEPTH. THE EXCAVATED MATERIAL SHALL BE SUBSTITUTED WITH 40 LBR SOILS COMPACTED TO 95% IN 12" LAYERS.
11. CONTRACTOR:
    a. COORDINATE YOUR WORK WITH WATER & SEWER CONTRACTOR TO AVOID POTENTIAL CONFLICTS.
    b. IF EXISTING IMPROVEMENTS ARE DAMAGED, RESTORE THEM TO THEIR CONDITION AT THE BEGINNING OF YOUR WORK.
    c. NOTIFY ALL UTILITY COMPANIES BEFORE STARTING WORK.
    d. YOU ARE SOLELY RESPONSIBLE FOR COORDINATING AND GIVING NOTICE OF REQUIRED INSPECTIONS. IN DOING THIS HONOR THE LEAD TIME NEEDS OF THE RESPECTIVE AGENCIES.
12. ALL DISPOSAL MATERIAL, RUBBISH AND DEBRIS SHALL BE MADE AT LEGAL DISPOSAL SITE OR BY OTHER PRIOR APPROVED MANNER. MATERIAL CLEARED FROM THE SITE AND DEPOSITED ON ADJACENT OR NEARBY PROPERTY WILL NOT BE CONSIDERED AS HAVING BEEN DISPOSED SATISFACTORILY. NO SEPARATE PAYMENT WILL MADE FOR THIS.
13. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL THE FINAL ACCEPTANCE OF THE OWNER, ENGINEER, RER, AND PUBLIC WORKS AS REQUIRED.
14. DENSITY TESTS SHALL BE PERFORMED EVERY 2,500 S.F.T. FOR BASE AND SUB-BASE. SAID TEST SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL.
15. CORE DRILLED SAMPLES WILL BE PERFORMED TO INSURE THAT THE THICKNESS OF MATERIAL ARE MET AS CALLED FOR IN THIS PLANS. THE CONTRACTOR WILL BE RESPONSIBLE TO INSURE THAT THE DESIGN THICKNESS ARE MET.
16. ALL POLYPROPELENE PIPE PPP SHALL BE CLASS II AND SHALL MEET FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AS SET FOURTH IN SECTIONS 948.
17. ALL CORRUGATED ALUMINUM PIPE (C.A.P.) SHALL MEET FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AS SET FORTH IN SECTIONS 945.
18. ALL DRAINAGE STRUCTURES SHALL HAVE A MIN. SUMP OF 24" MEASURED FROM LOWEST PIPE INVERT. ALL DRAINAGE STRUCTURES SHALL BE PLACED OVER 12" OF 3/4" LIMEROCK.
19. ALL PIPE BEDDING SHALL BE OF GOOD GRANULAR QUALITY, FREE OF EXCESSIVE FINES, AN OPEN GRADED STONE, NOT LARGER THAN 3/4" IS RECOMMENDED. PIPE BEDDING SHALL BE A MINIMUM OF 12" THICK.
20. TRENCHES SHALL BE BACK FILLED WITH APPROVED MATERIAL FREE OF LARGE LOGS, STONES OR ROCKS AND CAREFULLY DEPOSITED AND COMPACTED IN LAYERS NOT TO EXCEED 6" UNTIL ENOUGH FILL HAS BEEN PLACED TO PROVIDE A COVER OF NOT LESS THAN ONE FOOT ABOVE THE PIPE. THE REMAINDER OF BACK FILL MATERIAL SHALL BE PLACED IN 12" LAYERS MOISTENED AND COMPACTED TO A MINIMUM OF 95% OF THE MODIFIED PROCTOR TEST AS PER AASHTO T-180 METHOD.
21. INLETS AND MANHOLE LOCATION DICTATE OVER CULVERTS LENGTHS; FOR EXACT LOCATION OF STRUCTURES.
22. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL DRAINAGE STRUCTURES, PIPES, GRATES AND RELATED MATERIAL TO THE ENGINEER OF RECORD FOR HIS APPROVAL PRIOR TO INSTALLATION.
23. AT THE COMPLETION OF THE WORK THE CONTRACTOR SHALL CERTIFY THAT THE DRAINAGE SYSTEM IS CLEAN OF DEBRIS OR ANY OTHER FOREIGN OBJECT. THE SITE SHALL BE CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.
24. ALL PIPE CALLED HDPE SHALL MEET FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION AS SET FOURTH IN SECTION 948.
25. ALL STORM DRAINAGE STRUCTURES SHALL BE EQUIPPED WITH FILTER CLOTH SUPPORTED BELOW THE GRATE/INLET WITH WIRE MESH OR A SIMILAR SYSTEM UPON INSTALLATION OF THE BASIN TOPS ON SITE. THE FILTER CLOTH FABRIC IS NOT TO BE REMOVED OR PERFORATED/DISTURBED FROM THE BASINS UNTIL LANDSCAPING, SOD INSTALLATION, PAVEMENT/CURBING INSTALLATION, STRIPING, AND SWEEPING IS COMPLETED ON THE ENTIRE SITE.
26. ALL STRUCTURES WITHIN PROJECT SHALL BE VACUUMED CLEAN OF ALL SILT, SAND, AND DEBRIS BEFORE FINAL ACCEPTANCE BY THE ENGINEER AND THE OWNER.
27. ALL STORM DRAINAGE PIPE (PERFORATED OR NON-PERFORATED) WILL BE INSTALLED AND MAINTAINED CLEAN AND CLEAR OF DEBRIS, ROCK, SAND AND SILT.
28. CONTRACTOR(S) SHALL BE CAUTIONED THAT INTRODUCTION OF SUCH MATERIALS AS CONSTRUCTION MATERIALS, CONCRETE AND STUCCO SLURRY OR WASH-OFF MATERIALS FROM THESE OPERATIONS, PAINT AND PAINTING ACTIVITY INGREDIENTS, OILS, HYDRAULIC FLUIDS, FUELS AND OR ANY OTHER SUCH DELETERIOUS MATERIALS, WHEN INTRODUCED INTO THE STORM DRAINAGE SYSTEM CAN AND WILL RENDER IT USELESS, POLLUTE THE SITE AND SURROUNDING SITES OR HARM THE SYSTEM'S PERFORMANCE LEVEL.

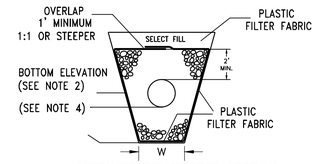


NOTES:

1. BEDDING MATERIAL WHEN NECESSARY, SHALL BE CLEAN SANDY SOIL WHENEVER AVAILABLE WITHIN THE LIMITS OF CONSTRUCTION. IMPORTED BEDDING SHALL BE WELL GRADED 3/4" MAX. SIZED CRUSHED LIMEROCK. ALL BEDDING MATERIAL SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY BEFORE ANY PIPE IS LAID.
2. DENSITY TESTING SHALL BE IN ACCORDANCE WITH AASHTO T-180 AND ASTM D-3017.
3. IF #57 STONE IS USED, CONTRACTOR SHALL PROVIDE FILTER FABRIC OVER THE #57 STONE TO AVOID SOIL MIGRATION.

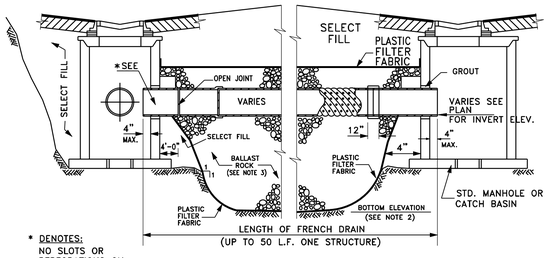
TRENCH DETAIL

N.T.S.



ALTERNATE TRANSVERSE SECTION

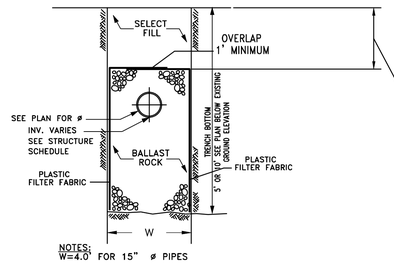
MAY BE USED IN AREAS WHERE TRENCH WALLS WILL NOT STAND VERTICAL, OR WHERE CAVE IN BELOW THE WATER TABLE IS LIKELY TO OCCUR. TO BE USED AT THE ENGINEER'S DISCRETION.



* DENOTES: NO SLOTS OR PERFORATIONS ON THIS LENGTH OF PIPE.

LONGITUDINAL SECTION

EXFILTRATION TRENCH (PRIVATE)



NOTES:
W=4.0' FOR 15" ø PIPES

TRANSVERSE SECTION

NOTES:

1. PLASTIC FILTER FABRIC (AT EACH SIDE, TOP AND BOTTOM) SHALL BE USED IN SANDY AREAS AS NOTED ON PLANS, AND/OR AS DIRECTED BY THE ENGINEER.
2. THE BOTTOM OF THE EXFILTRATION TRENCH SHALL BE 5' OR 10' SEE PLAN BELOW EXISTING GROUND ELEVATION, UNLESS FIELD CONDITIONS WARRANT OTHERWISE.
3. AFTER THE BALLAST ROCK HAS BEEN PLACED TO THE PROPER ELEVATION, IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER IN ORDER TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF IT DOES TAKE PLACE, ADDITIONAL BALLAST ROCK WILL BE ADDED TO RESTORE THE BALLAST ROCK TO THE PROPER ELEVATION, SO THAT THE EXFILTRATION TRENCH WILL BE COMPLETED IN ACCORDANCE WITH THE DETAILS.
4. INVERT ELEVATION TO BE AS SHOWN IN THE STRUCTURE TABLE AVERAGE OCTOBER GROUND WATER ELEV.=2.00'
5. FILTER FABRIC SHALL BE MIRAFI FW404 OR EQUAL.

MISCELLANEOUS NOTES:

1. ALL STORM DRAINAGE STRUCTURES SHALL BE EQUIPPED WITH FILTER CLOTH SUPPORTED BELOW THE GRATE/INLET WITH WIRE MESH OR A SIMILAR SYSTEM UPON INSTALLATION OF THE BASIN TOPS ON SITE. THE FILTER CLOTH FABRIC IS NOT TO BE REMOVED OR PERFORATED/DISTURBED FROM THE BASINS UNTIL LANDSCAPING, SOD INSTALLATION, PAVEMENT/CURBING INSTALLATION, STRIPING, AND SWEEPING IS COMPLETED ON THE ENTIRE SITE.
2. ALL STRUCTURES SHALL BE VACUUMED CLEAN OF ALL SILT, SAND, AND DEBRIS BEFORE FINAL ACCEPTANCE BY THE ENGINEER AND THE OWNER.
3. ALL STORM DRAINAGE PIPE (PERFORATED OR NON-PERFORATED) WILL BE INSTALLED AND MAINTAINED CLEAN AND CLEAR OF DEBRIS, ROCK, SAND AND SILT.
4. CONTRACTOR(S) SHALL BE CAUTIONED THAT INTRODUCTION OF SUCH MATERIALS AS CONSTRUCTION MATERIALS, CONCRETE AND STUCCO SLURRY OR WASHOFF MATERIALS FROM THESE OPERATIONS, PAINT AND PAINTING ACTIVITY INGREDIENTS, OILS, HYDRAULIC FLUIDS, FUELS AND OR ANY OTHER SUCH DELETERIOUS MATERIALS, WHEN INTRODUCED INTO THE STORM DRAINAGE SYSTEM CAN AND WILL RENDER IT USELESS, POLLUTE THE SITE AND SURROUNDING SITES OR HARM THE SYSTEM'S PERFORMANCE LEVEL.

STRUCTURE SCHEDULE

STRUCTURE NUMBER	RIM ELEVATION	INVERT ELEVATION N	S	E	W	FLOOR ELEVATION	GRATE TYPE	STRUCTURE TYPE
#1	4.5	1.0	N/A	N/A	N/A	(-)1.0	USF #4700-6223	42"ø
#2	4.5	N/A	1.0	N/A	N/A	(-)1.0	USF #4700-6223	42"ø
#3	7.20	3.7*	N/A	N/A	N/A	0.20	USF #4700-6223	42"ø
#4	7.55	3.7	3.7	N/A	N/A	1.70	USF #420C	42"ø
#5	7.0	3.5	N/A	N/A	N/A	1.5	USF #4700-6223	42"ø
#6	7.0	N/A	3.5	N/A	N/A	1.5	USF #4700-6223	42"ø

(*) DENOTES BAFFLE ON PIPE

REVISIONS			
No.	DESCRIPTION	DATE	BY

SCHWEBKE SHISKIN + ASSOCIATES
SSA
CIVIL ENGINEERS | LAND SURVEYORS CA#87 | LB#87
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 www.SHISKIN.com
TEL: (954)435-7010

7490 WEST DRIVE SALES CENTER

PAVING, GRADING AND DRAINAGE FACILITIES

DETAILS

CITY OF NORTH BAY VILLAGE, FLORIDA
SECTION 09, TOWNSHIP 53, RANGE 42

FILE NO.: AJ-6300	
DESIGN BY: AEQ	
DESIGN DATE: JAN/2024	
DRAFTED BY: L.E.L.	
CHECKED BY:H.J.N.	
SCALE: SEE PLAN	

HERNANDO J. NAVAS LICENSE No. 50635 STATE OF FLORIDA PROFESSIONAL ENGINEER
2/21/2024

ENGINEER: HERNANDO J. NAVAS, P.E.
TITLE: PRINCIPAL

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HERNANDO J. NAVAS, P.E. ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

STATUS: PERMIT

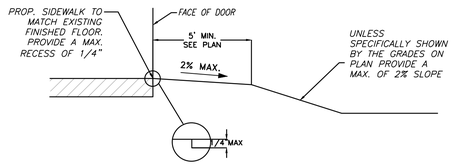
SHEET NAME: PD-2

SHEET 4 OF 13

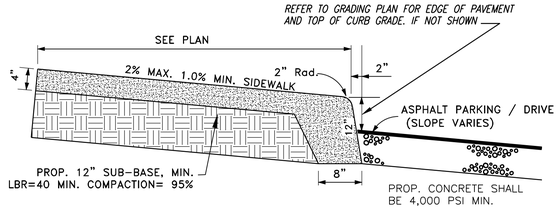
AJ-6300

K:\JOBS\AJ7940 NORTH BAY VILLAGE\PLANS\DWG\DETAILS - Sale Center.dwg

1030

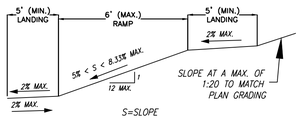


GRADING AT BUILDING EXITS/ENTRANCES



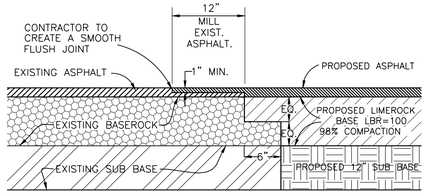
THICKENED EDGE SIDEWALK

(Concrete Shall Be 3,000 PSI MIN.)
N.T.S.



TYPICAL CURB RAMP PROFILE

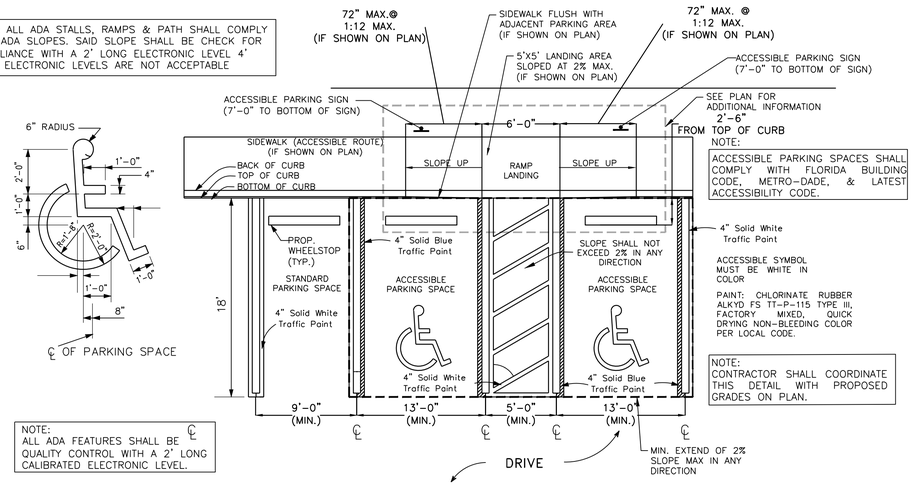
NOTE: RAMP RUN SLOPES EXCEEDING 5% SHALL BE 6' OR LESS, NO EXCEPTIONS



DETAIL FOR MATCHING EXISTING PAVEMENT

N.T.S.

NOTE: ALL ADA STALLS, RAMPS & PATH SHALL COMPLY WITH ADA SLOPES. SAID SLOPE SHALL BE CHECK FOR COMPLIANCE WITH A 2' LONG ELECTRONIC LEVEL 4' LONG ELECTRONIC LEVELS ARE NOT ACCEPTABLE



ACCESSIBLE PARKING SPACES SHALL COMPLY WITH FLORIDA BUILDING CODE, METRO-DADE, & LATEST ACCESSIBILITY CODE.

NOTE:
CONTRACTOR SHALL COORDINATE THIS DETAIL WITH PROPOSED GRADES ON PLAN.

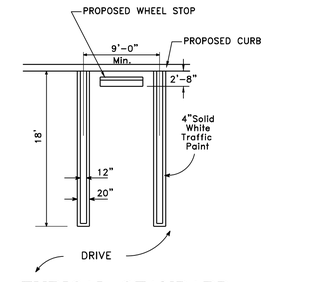
ACCESSIBLE SYMBOL MUST BE WHITE IN COLOR

PAINT: CHLORINATE RUBBER ALKYD FS TT-P-115 TYPE III, FACTORY MIXED, QUICK DRYING NON-BLEEDING COLOR PER LOCAL CODE.

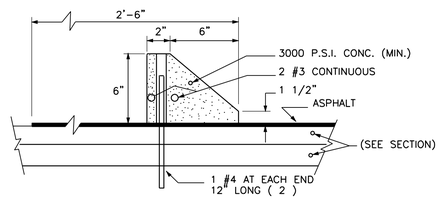
NOTE:
ALL ADA FEATURES SHALL BE QUALITY CONTROL WITH A 2' LONG CALIBRATED ELECTRONIC LEVEL.

ACCESSIBLE SYMBOL & PARKING DETAIL

N.T.S.

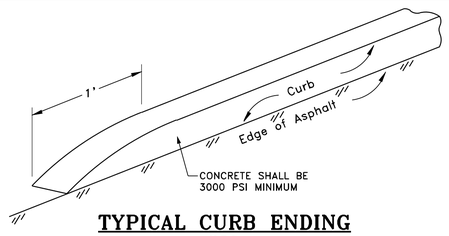


TYPICAL STANDARD PARKING SPACE WITH WHEEL STOP



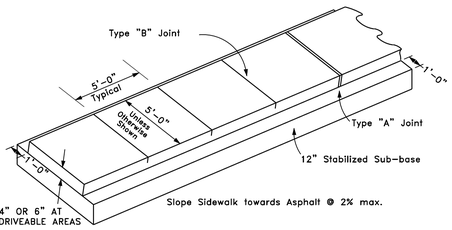
WHEEL STOP DETAIL

PROVIDE ONE AT EACH PARKING SPACE

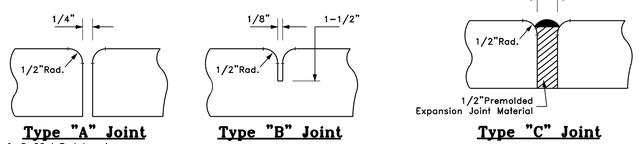


TYPICAL CURB ENDING

N.T.S.



ISOMETRIC VIEW

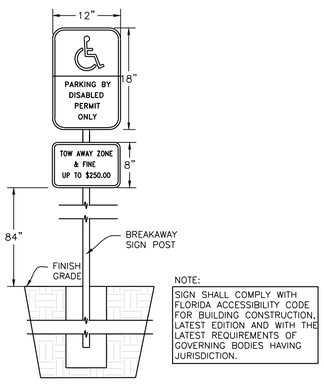


Type "A" Joint
@ 20' C.L.F. intervals
@ Junctions with Existing Sidewalk,

Type "B" Joint
@ 5 L.F. Intervals

Type "C" Joint
Where Sidewalk Abuts Driveways and Concrete Curbs etc.

SIDEWALK DETAILS

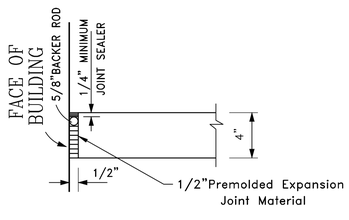


NOTE:
SIGN SHALL COMPLY WITH FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, LATEST EDITION AND WITH THE LATEST REQUIREMENTS OF GOVERNING BODIES HAVING JURISDICTION.

ACCESSIBLE PARKING SIGN

(N.T.S.)

SEE MIAMI-DADE COUNTY PUBLIC WORKS DETAIL R18.3 FOR ADDITIONAL SIGN SPECIFICATIONS



EXPANSION JOINT BETWEEN SIDEWALK & BUILDING

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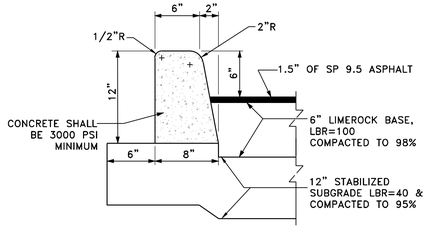
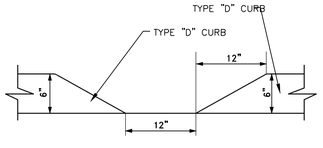


TYPE 'D' CURB

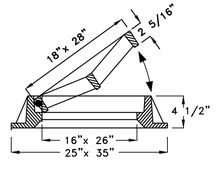
N.T.S.

NOTE: SAWCUTS REQUIRED AT 10' O.C. WITHIN 48 HOURS OF POUR



CURB OPENING

N.T.S.



USF #4700 & 6223 GRATE HINGED FRAME

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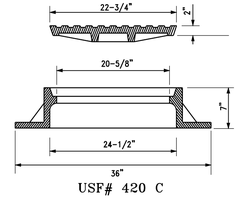


USF# 420 C

MANHOLE FRAME & LID

N.T.S.

REVISIONS

No.	DESCRIPTION	DATE	BY

SCHWEBKE SHISKIN + ASSOCIATES
SSA
CA#87 | LB#87
CIVIL ENGINEERS | LAND SURVEYORS
TEL: (954)435-7010 3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 www.SHISKIN.com

7490 WEST DRIVE SALES CENTER

PAVING, GRADING AND DRAINAGE FACILITIES
DETAILS

CITY OF NORTH BAY VILLAGE, FLORIDA
SECTION 09, TOWNSHIP 53, RANGE 42

FILE NO.: AJ-6300
DESIGN BY: AEQ
DESIGN DATE: JAN/2024
DRAFTED BY: LE.L
CHECKED BY: H.J.N
SCALE: SEE PLAN

HERNANDO J. NAVAS LICENSE No. 50635 STATE OF FLORIDA PROFESSIONAL ENGINEER
2/21/2024

ENGINEER: HERNANDO J. NAVAS, P.E.
TITLE: PRINCIPAL

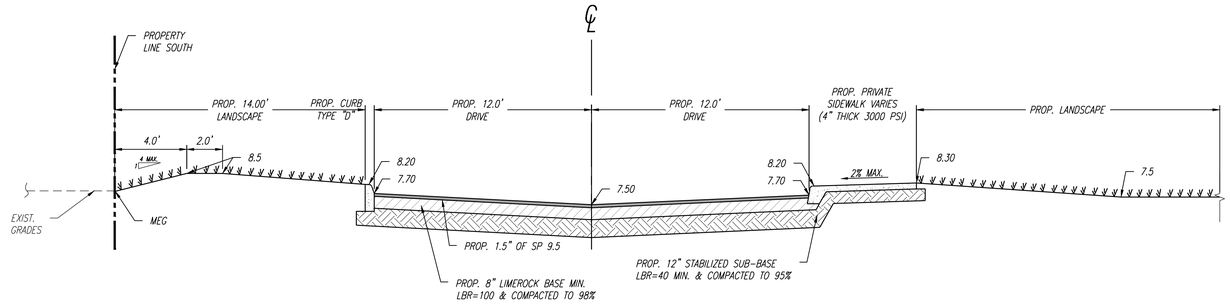
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HERNANDO J. NAVAS, P.E. ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

STATUS: PERMIT
SHEET NAME: PD-3
SHEET 5 OF 13

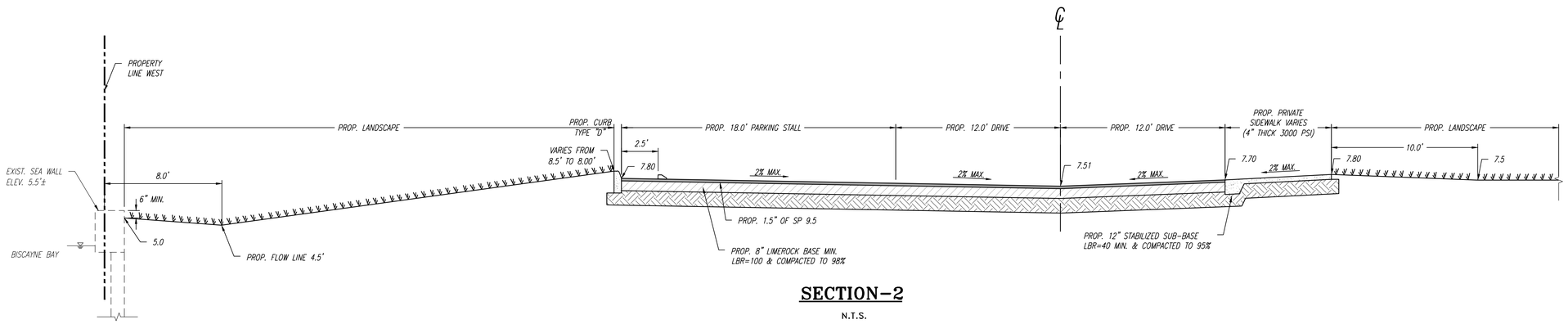
AJ-6300

K:\05\343\7490 NORTH BAY VILLAGE\PLANS\DWG\DETAILS - Sale Center.dwg



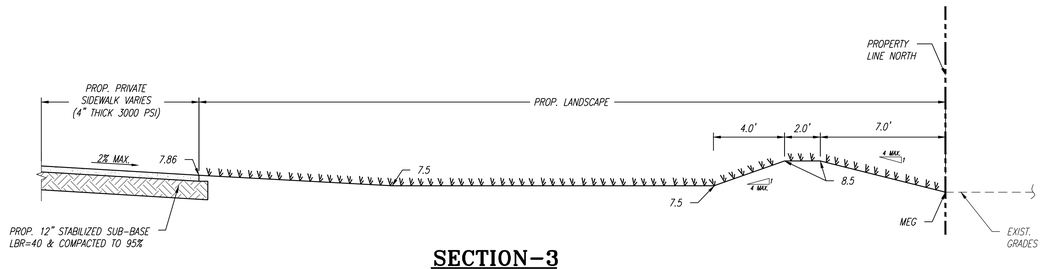
SECTION–1

N.T.S.



SECTION–2

N.T.S.



SECTION–3

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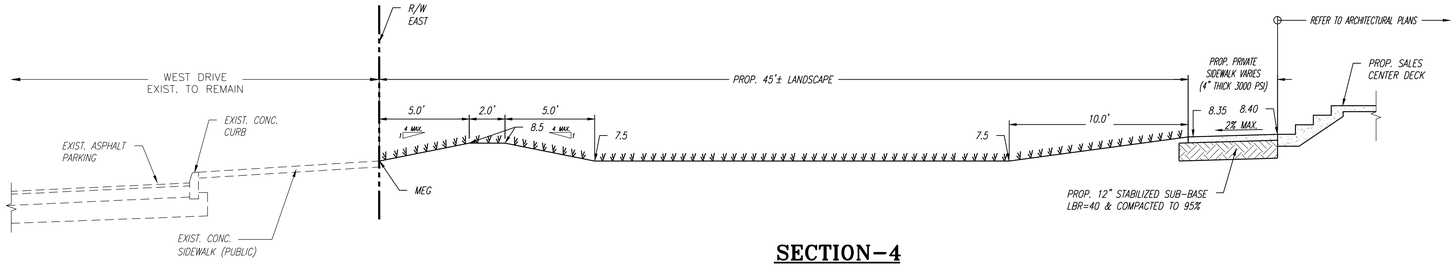

SECTION–4

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7490 WEST DRIVE SALES CENTER

PAVING, GRADING AND DRAINAGE FACILITIES

CROSS SECTIONS

CITY OF NORTH BAY VILLAGE, FLORIDA

SECTION 09, TOWNSHIP 53, RANGE 42

FILE NO.: AJ-6300	
DESIGN BY: AEO	
DESIGN DATE: JAN/2024	
DRAFTED BY: L.E.L	
CHECKED BY:H.J.N.	
SCALE: SEE PLAN	

HERNANDO J. NAVAS LICENSE No. 50635 STATE OF FLORIDA PROFESSIONAL ENGINEER

2/21/2024

ENGINEER: HERNANDO J. NAVAS, P.E.
TITLE: PRINCIPAL

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SHEET NAME: PD-4

SHEET 6 OF 13

AJ-6300

K:\06SHK\7940 NORTH BAY VILLAGE\P&D\DWG\DETAILS - Sale Center.dwg

BISCAYNE BAY

0 10' 20'
SCALE: 1" = 10'-0"

EXISTING LEGEND:

- ANCHOR/GUY WIRE
- WOOD POWER POLE
- WPP WOOD LIGTH POLE
- CPP CONCRETE LIGTH POLE
- ELECTRICAL LIGHT & POWER BOX
- GUARD POST
- CATCH BASIN
- DRAINAGE MANHOLE
- WM WATER METER
- S SANITARY SEWER MANHOLE
- E ELECTRIC MANHOLE
- ELECTRIC BOX
- FIRE HYDRANT
- BOLLARDS
- P C COMMUNICATION MANHOLE
- WATER VALVE
- CATV CABLE TV BOX
- SLB SIGNAL LIGHT BOX
- FOC FIBER OPTIC CABLE

PROP. FEATURES NOTES	
1	PROP. TYPE "D" CURB
2	PROP. 6' CONCRETE PUBLIC SIDEWALK
3	PROP. CONCRETE PRIVATE SIDEWALK VARIES (SEE ARCHITECTURAL PLANS)
4	PROP. CONCRETE DRIVEWAY
5	PROP. GREEN AREA
6	PROP. PARKING STALL
7	PROP. ASPHALT
8	EXIST. ASPHALT TO BE MILLED & RE-SURFACED
9	PROP. LANDING 2% MAX

Folio: 23-3209-048-0001 (Reference)

Folio: 23-3209-001-0040

P/L

34.3'

PROP. 6" SOLID WHITE @ 9' (TYP.)

REFER TO REGULAR PARKING STALL DETAIL ON SHEET PD-3

PROP. ADA SIGN

12.0'

9.0'

18.0'

R5.0'

7.0'

5.0'

7 STALLS @ 9'-0" (63.0')

13.0'

REFER TO ADA PARKING STALL DETAIL ON SHEET PD-3

24.0'

PROP. SIDEWALK SHALL NOT EXCEED 2% CROSS-SLOPE NOR 5% LONGITUDINAL SLOPE (TYP.)

PROP. SALES CENTER
FFE = 10.00' NGVD

SEATING AREA
CONFERENCE ROOM
KITCHEN
BATHROOM
CORR.
A/C
RECEPTION
RESTROOM
OFFICE
FOYER
STORAGE
LDR

PROP. PED. RAMP BY ARCHITECT AT 1:12 MAX

PROP. PEDESTRIAN RAMP AT 1:12 MAX

R52.0'

PROP. 25 LF OF 6" DOUBLE SOLID YELLOW

PROP. 24" SOLID WHITE (STOP BAR)

15'X15' PEDESTRIAN SIGHT TRIANGLE PER CITY OF NORTH BAY VILLAGE

PROP. R1-1 30"X30" "STOP" SIGN

14.4'

4.0' MIN

R/W

EXIST. WATER METER TO BE REMOVED

EXIST. CONCRETE SIDEWALK TO REMAIN

EXIST. PAY BY PHONE TO REMAIN

EXIST. ELECTRIC POLE TO REMAIN (TYP.)

EXIST. ADA SIGN TO REMAIN

EXIST. CONCRETE SIDEWALK TO REMAIN

10.7'

EXIST. ADA PARKING SPACE

EXIST. GREEN AREA TO REMAIN

EXIST. 6" SOLID WHITE

SIGHT DISTANCE PER FDOT INDEX DWG No. 546 (P-CAR @ 30 MPH) d=335'

PROP. 15 LF OF 6" DOUBLE SOLID YELLOW

PROP. 24" SOLID WHITE (STOP BAR)

R15.3'

42.0'

R15.0'

EXIST. TYPE "D" CURB TO REMAIN

PROP. R1-1 30"X30" "STOP" SIGN

6.0' MIN

14.5'

SIGHT DISTANCE PER FDOT INDEX DWG No. 546 (P-CAR @ 30 MPH) d=335'

EXIST. 6" SOLID WHITE

SAW CUT & REMOVE EXIST. ASPHALT & BASE. BACK FILL W/ PLANTING SOILS

20.0' MIN

35.0' MIN

MINIMUM NO PARKING ZONE PER MOTED TRAFFIC OPERATIONS MANUAL

SAW CUT & REMOVE EXIST. ASPHALT & BASE. BACK FILL W/ PLANTING SOILS

EXIST. 6" SOLID WHITE (T)

EXIST. SOLID YELLOW

EXIST. 6" SOLID WHITE (T)

EXIST. 6" SOLID YELOW PAVERS

EXIST. 18" SOLID YELLOW (T)

EXIST. 6" DOUBLE SOLID YELLOW

EXIST. PAVEMENT MESSAGE "YIELD" (T)

EXIST. 12" 2'X2' WHITE DOTTED EXTENSION (T)

EXIST. 6" SOLID WHITE (T)

EXIST. 6" SOLID WHITE

EXIST. 6" DOUBLE SOLID YELLOW

WEST DRIVE

12.0'

12.0'

YIELD

K:\05534\2\7490 NORTH BAY VILLAGE\PLANS\DWG\PMS - Site Center.dwg

REVISIONS			
No.	DESCRIPTION	DATE	BY

SCHWEBKE SHISKIN + ASSOCIATES

SSA

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7490 WEST DRIVE SALES CENTER

PAVEMENT MARKING AND SIGNAGE PLAN

CITY OF NORTH BAY VILLAGE, FLORIDA

SECTION 09, TOWNSHIP 53, RANGE 42

FILE NO.: AJ-6300
DESIGN BY: AEQ
DESIGN DATE: JAN/2024
DRAFTED BY: LE.L
CHECKED BY:H.J.N
SCALE: SEE PLAN

HERNANDO J. NAVAS LICENSE No. 50635 STATE OF FLORIDA PROFESSIONAL ENGINEER

2/21/2024

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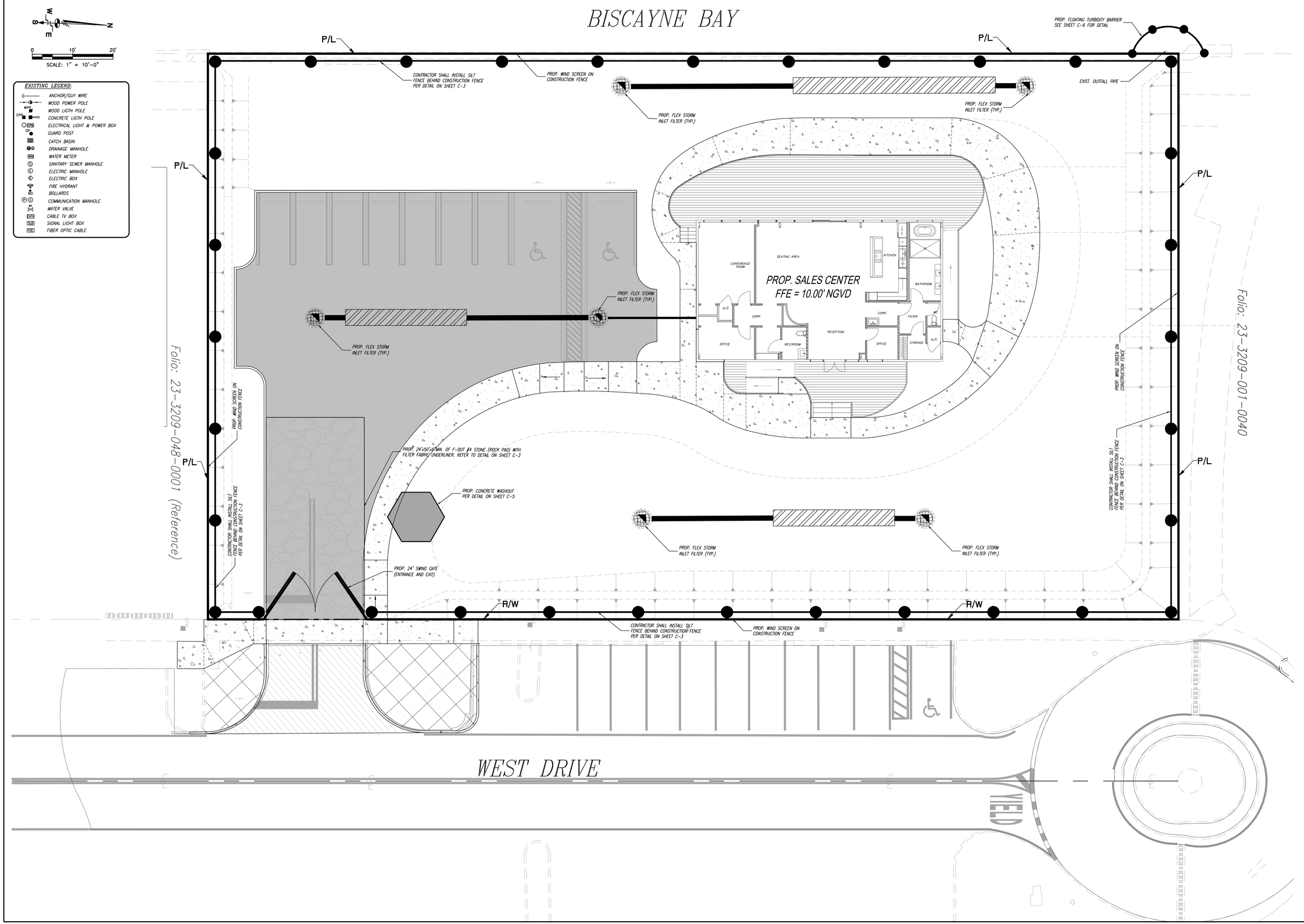

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7490 WEST DRIVE SALES CENTER

EROSION SEDIMENT CONTROL PLAN

PLAN VIEW

CITY OF NORTH BAY VILLAGE, FLORIDA

SECTION 09, TOWNSHIP 53, RANGE 42

FILE NO.: AJ-6300	
DESIGN BY: AEQ	
DESIGN DATE: JAN/2024	
DRAFTED BY: L.E.L.	
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SCALE: SEE PLAN	

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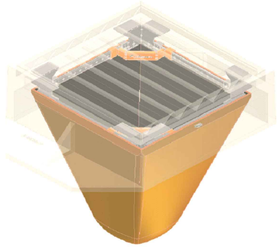
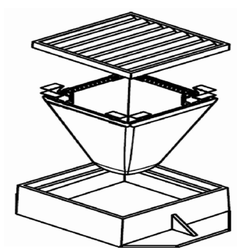
AJ-6300

FLEXSTORM OPERATION & MAINTENANCE PLAN

FLEXSTORM INLET FILTERS™





STRUCTURE ID#/LOCATION:

Installation Instructions:

1. Remove the grate from the casting or concrete drainage structure.
2. Clean the ledge (lip) of the casting frame or drainage structure to ensure it is free of stone and dirt.
3. Drop in the FLEXSTORM Inlet Filter through the clear opening and be sure the suspension hangers rest firmly on the inside ledge (lip) of the casting.
4. Replace the grate and confirm it is elevated no more than 1/8", which is the thickness of the steel hangers.

Frequency of Inspections:

1. Construction site inspection should occur following each ½" or more rain event.
2. Post Construction inspections should occur three times per year (every four months) in areas with mild year round rainfall and four times per year (every three months Feb-Nov) in areas with summer rains before and after the winter snowfall season.
3. Industrial application site inspections (loading ramps, wash racks, maintenance facilities) should occur on a regularly scheduled basis no less than three times per year.

Maintenance Guidelines:

1. Empty the sediment bag if more than half filled with sediment and debris, or as directed by the Engineer.
2. Remove the grate, engage the lifting bars or handles with the FLEXSTORM Removal Tool, and lift from the drainage structure.
3. Dispose of the sediment or debris as directed by the Engineer or Maintenance Contract in accordance with EPA guidelines.
4. As an alternative, an industrial vacuum may be used to collect the accumulated sediment.
5. Remove any caked on silt from the sediment bag and reverse flush the bag with medium spray for optimal filtration.
6. Replace the bag if torn or punctured to ½" diameter or greater on the lower half of the bag.
7. Post Construction PC Bags maint: At 50% saturation, the average 2' x 2' Adsorb-it lined PC filter will retain approx 75 oz (4.2 lbs) of oil and should be serviced or replaced. It can be centrifuged or passed through a wringer to recover the oils, and the fabric reused with 85% to 90% efficacy. It may also be recycled for its fuel value through waste to energy incineration.
8. MyCelx Skimmer Pouches: The skimmers start yellow in color and will gradually turn brown as they become saturated, indicating time for replacement. Each MyCelx skimmer pouch will absorb approximately 89 oz (5 lbs) of oil before requiring replacement.
9. Dispose of all oil contaminated products in accordance with EPA guidelines.

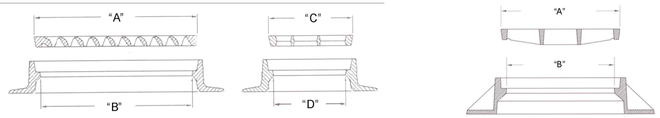
Sediment Bag Replacement:

1. Remove the bag by loosening or cutting off the clamping band.
2. Take the new sediment bag, which is equipped with a stainless steel worm drive clamping band, and use a screw driver to tighten the bag around the frame channel.
3. Ensure the bag is secure and that there is no slack around the perimeter of the band.

DATE	TASK PERFORMED	INSPECTOR

1. INDENTIFY YOUR FRAME STYLE, SIZE, AND MATERIAL

STYLE	*FRAME STYLE AND SIZE*	Frame P/N:
ROUND	Small Round (up to 20.0" dia grates (A) dim)	62SRD
	Med Round (20.1" - 26.0" dia grates (A) up to 25" dia openings (B))	62MRD
	Large Round (26.1" - 32.0" dia grates (A) up to 30" openings (B))	62LRD
	XL Round (32.1" dia - 39" dia grates (A) up to 37" dia openings (B))	62XLRD
RECT/ SQUARE	Small Rect / Square (up to 16" (B) x 16" (D) openings or 64" perimeter)	62SSQ
	Med Rect / Square (up to 24" (B) x 24" (D) openings or 96" perimeter)	62MSQ
	Large Rect / Square (up to 36" (B) x 24" (D) openings or 120" perimeter)	62LSQ
	XL Rect / Square (side by side 2 pc set to fit up to 48" (B) x 36" (D) openings)	62XLSQ
COMBO INLETS	Small Rect / Square (ref Rect sizing; shipped with Magnetic Curb Flaps)	62SCB
	Med Rect / Square (ref Rect sizing; shipped with Magnetic Curb Flaps)	62MCB
	Large Rect / Square (ref Rect sizing; shipped with Magnetic Curb Flaps)	62LCB
	XL Rect / Square (ref Rect sizing; shipped with Magnetic Curb Flaps)	62XLCB
NYLOPLAST	12" diameter Nyloplast castings (Stainless Steel Framing standard)	6212NY
	15" diameter Nyloplast castings (Stainless Steel Framing standard)	6215NY
	18"diameter Nyloplast castings (Stainless Steel Framing standard)	6218NY
	24" diameter Nyloplast castings (Stainless Steel Framing standard)	6224NY
	30" diameter Nyloplast castings (Stainless Steel Framing standard)	6230NY
WALL MOUNT	Open Throat Gutters - Curb Opening Size	
	Up to 4' (1 Filter and Mounting Hardware)	62WM1
	Between 4' and 8' (2 Filters and Mounting Hardware)	62WM2
	Between 8' and 12' (3 Filters and Mounting Hardware)	62WM3
	Between 12' and 16' (4 Filters and Mounting Hardware)	62WM4
UPGRADED FRAMING MATERIAL OPTIONS (STANDARD IS ZINC PLATED)		SUFFIX
CHROME PLATED FRAMING FOR HIGH SALT EXPOSURE		- CHR
STAINLESS STEEL FRAMING FOR HIGH SALT AND/OR CHEMICAL EXPOSURE		- SS



2. SELECT YOUR FILTER BAG PART NUMBER

FLEXSTORM FILTER BAGS	(22" depth) STD Bag P/N	(12" depth) Short Bag P/N	Clean Water Flow Rate (GPM/SqFt)	Min A.O.S. (US Sieve)
FX: Standard Woven Bag	FX	FX-S	200	40
FX+: Woven w/ MyCelx	FXP	FXP-S	200	40
FXO: Woven w/ Oil Boom	FXO	FXO-S	200	40
PC: Post Construction Bag	PC	PC-S	137	140
PC+: PC Bag w/ MyCelx	PCP	PCP-S	137	140
LL: Litter and Leaf Bag	LL	LL-S	High	3.5
IL: IDOT Non-Woven Bag	IL	IL-S	145	70

3. CREATE YOUR FLEXSTORM INLET FILTER PART NUMBER

		-	
Frame P/N from Step 1.	Filter Bag P/N from Step 2.		Framing Material

SPECIFICATIONS FOR STANDARD BAGS BY NOMINAL SIZE

Nominal Bag Size	Solids Storage (CuFt)	Filtered Flow Rate at 50% Max			* PC Oil Retent (Oz)	**PCP Oil Retent (Oz)
		FX (Woven)	PC (Post Constr)	IL (Non Woven)		
Small	1.6	1.2	0.8	0.9	66	155
Medium	2.1	1.8	1.2	1.3	96	185
Large	3.8	2.2	1.5	1.6	120	209
XL	4.2	3.6	2.4	2.6	192	370

* PC filter bag at 50% max adsorption capacity

** PC filter bag at 50% capacity and MyCelx skimmer at 100% capacity

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7490 WEST DRIVE SALES CENTER

EROSION SEDIMENT CONTROL PLAN DETAILS

CITY OF NORTH BAY VILLAGE, FLORIDA
SECTION 09, TOWNSHIP 53, RANGE 42

FILE NO.: AJ-6300 | DESIGN BY: AEQ | DESIGN DATE: JAN/2024 | DRAFTED BY: L.E.L. | CHECKED BY: H.J.N. | SCALE: SEE PLAN

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SHEET 9 OF 13

AJ-6300

1035

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Prefabricated Drop Inlet Internal Filter Bag

1. Remove the grate over the catch basin and insert the filter device, then replace the grate to hold the device in position.

2. When sediments have accumulated to within 1 foot (30 cm) of the grate, the filter insert must be removed by a front-end loader or forklift. The filter may be discarded and replaced, or it may be emptied, cleaned, and reused.

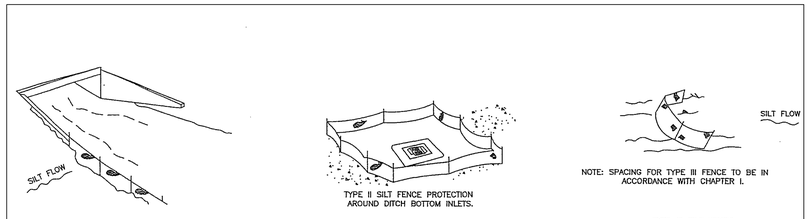
3. Contractor shall install and maintain an internal filter bag, or equivalent, on all existing and proposed catch basins throughout the duration of construction.

Washing
If conditions on the site are such that most of the mud is not removed by the vehicles traveling over the stone, then the vehicle tires must be washed before entering a public road. Wash water must be carried away from the entrance to a settling area to remove sediment (see Figure 4.3b of the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual). A wash rack may also be used to make washing more convenient and effective (see Figure 4.3c of the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual).

Location
The entrance should be located to provide for maximum utility by all construction vehicles.

Construction Specifications
The entrance area should be cleared of all vegetation, roots, and other objectionable material. A geotextile should be laid down to improve stability and simplify maintenance when gravel is used. The gravel shall then be placed over the geotextile to the specified dimensions.

Maintenance
The stabilized construction exit shall be maintained in a condition that will prevent the tracking or flow of mud onto public rights of way. This may require periodic maintenance as conditions demand, and the repair and/or cleanout of any structures used to trap sediments. All materials spilled, dropped, washed, or tracked from vehicles onto roadways or into storm drains must be removed immediately. Look for signs of trucks and trailered equipment "cutting corners" where the construction exit meets the roadway. Sweep the paved road as needed.



GENERAL NOTES

Construction Specifications:

Materials

1. Synthetic filter fabric shall be a pervious sheet of propylene, nylon, polyester, or polyethylene yarn. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0_ F to 120_ F (-17C to 49C).
2. Burlap shall be 10 ounces per square yard (340 g/m2) fabric.

3. Posts for silt fences shall be either 4 inch (10 cm) diameter wood, or 1.33 pounds per linear foot (2 kg/m) steel with a minimum length of 5 feet (1.5 m). Steel posts shall have projections for fastening wire to them.

4. Stakes for filter barriers shall be 1" x 2" (2.5 x 5 cm) wood (preferred), or equivalent metal with a minimum length of 3 feet (90 cm).

5. Wire fence reinforcement for silt fences using standard strength filter cloth shall be a minimum of 36 inches (90 cm) in height, a minimum of 14 gauge and shall have a maximum mesh spacing of 6 inches (15 cm).

Sheet Flow Application:

Silt Fence

This sediment barrier uses standard strength or extra strength synthetic filter fabrics. It is designed for situations in which only sheet or overland flows are expected. (See Plate 4.06d)

1. The height of a silt fence shall not exceed 36 inches (90 cm). Higher fences may impound volumes of water sufficient to cause failure of the structure. 2. The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced as described in item No. 8 below.

3. Posts shall be spaced a maximum of 10 feet (3 m) apart at the barrier location and driven securely into the ground a minimum of 12 inches (30 cm). When extra strength fabric is used without the wire support fence, post spacing shall not exceed 6 feet (1.8 m).

4. A trench shall be excavated approximately 4 inches (10 cm) wide and 4 inches (10 cm) deep along the line of posts and upslope from the barrier.

5. When standard strength filter fabric is used, a wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least 1 inch (25 mm) long, tie wires, or hog rings. The wire shall extend into the trench a minimum of 2 inches (5 cm) and shall not extend more than 36 inches (90 cm) above the original ground surface.

6. The standard strength filter fabric shall be stapled or wired to the fence, and 8 inches (20 cm) of the fabric shall be extended into the trench. The fabric shall not extend more than 36 inches (90 cm) above the original ground surface.

7. When extra strength filter fabric and closer post spacing are used, the wire mesh support fence may be eliminated. In such a case, the filter fabric is stapled or wired directly to the posts with all other provisions of item No. 6 applying.

8. When attaching two silt fences together, place the end post of the second fence inside the end post of the first fence. Rotate both posts at least 180 degrees on a clockwise direction to create a tight seal with the filter fabric. Drive both posts into the ground and bury the flap. (See Plate 4.06g)

9. The trench shall be backfilled and the soil compacted over the filter fabric.

10. The most effective application consists of a double row of silt fences spaced a minimum of three feet apart. The three foot separation is so that if the first row collapses it will not fall on the second row. Wire or synthetic mesh is may be used to reinforce the first row. (See Plate 4.06c)

11. When used to control sediments from a steep slope, silt fences should be placed away from the toe of the slope for increased holding capacity. (See Plate 4.06f)

12. Silt fences shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.

Maintenance

1. Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately.

2. Should the fabric on a silt fence or filter barrier decompose or become ineffective before the end of the expected usable life and the barrier still be necessary, the fabric shall be replaced promptly.

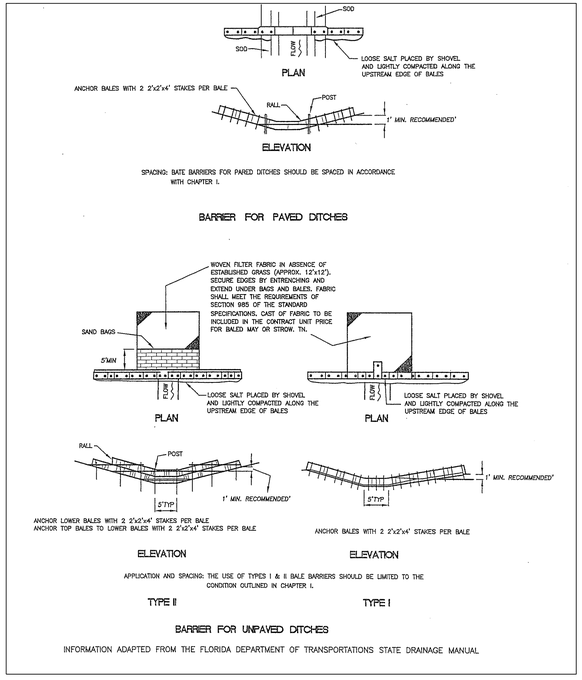
3. Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.

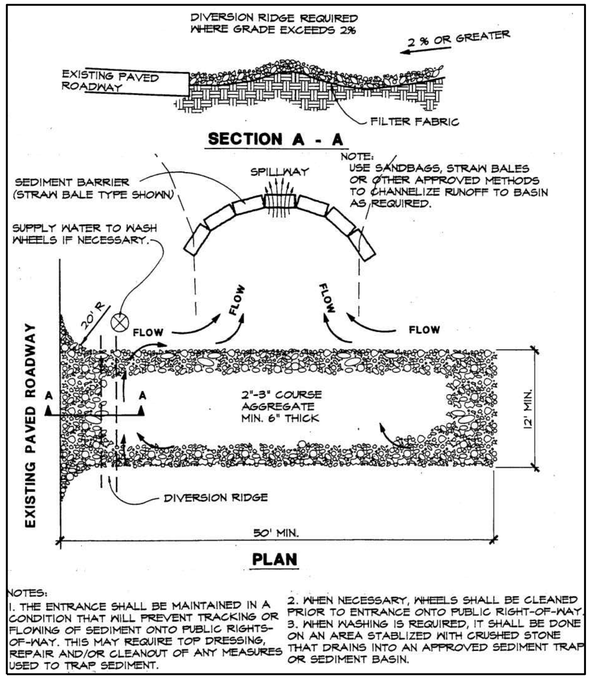
4 Wind SCREEN BEHIND SILT FENCEs must be kept orderly at all times

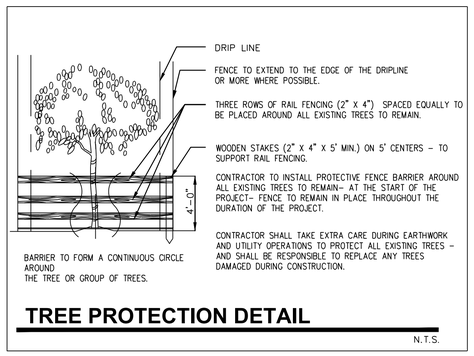
5. Construction entrances must be kept in working condition

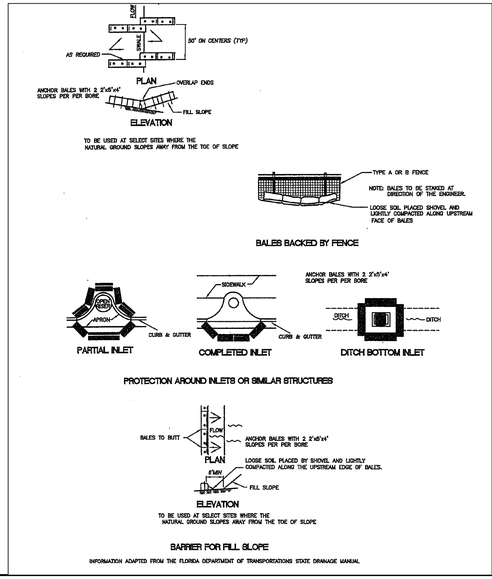
6. Protect all existing trees during construction

7. Maintain all BMP's at existing inlets until the completion of construction.









REVISIONS

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7490 WEST DRIVE SALES CENTER

EROSION SEDIMENT CONTROL PLAN
DETAILS

CITY OF NORTH BAY VILLAGE, FLORIDA
SECTION 09, TOWNSHIP 53, RANGE 42

FILE NO.: AJ-6300
DESIGN BY: AEQ
DESIGN DATE: JAN/2024
DRAFTED BY: L.E.L.
CHECKED BY: H.J.N.
SCALE: SEE PLAN

HERNANDO J. NAVAS
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No. 50635
STATE OF FLORIDA
PROFESSIONAL ENGINEER
2/21/2024

ENGINEER HERNANDO J. NAVAS., P.E.
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SHEET 10 OF 13

AJ-6300

K:\6953457\7940 NORTH BAY VILLAGE\PLAN\DWG\ESC - Site Cadd.dwg

SWPPP - NARRATIVE

1. Project/Site Description

a. Construction Activity:
Proposed new construction of asphalt driveways, sidewalks and curb & gutter, new public roads, reconstruction of roadways, new pavement striping, and landscape planting.

Project Limits:
Project located at 7940 West Drive in the City North Bay Village, Miami-Dade County in Section 09-53-42.

Project Description:
New construction of a Parking lot & Sales Center.

b. Major Soil Disturbing Activities:
- Clearing & Grubbing
- Regular Excavation
- Grading Slopes
- Removal of Existing Pavement
- Drainage - Structure Construction
- Earthwork Associated with foundations, Exfiltration Trench, Curb & Gutter, Subgrade, Base, Pavement and Sidewalk Construction.

c. Total project Area: 0.514 Ac.
Where 100% of the area to be disturbed is composed of Sales Center Structure, Asphalt Parking impervious concrete sidewalks & Green Areas.

Total Area to be Disturbed: 0.514 Ac.

d. (1) Runoff coefficients before, during, and after construction;
Before: 0.30
During: 0.70
After: 0.70
(2) Description of soil or quality of discharge:
All stormwater will be retained on-site.
(3) Estimates of size of drainage area for each outfall:
The proposed system is not connected to any outfalls, it is a self-contained system.

e. For locations of drainage areas and outfalls:
The proposed system is not connected to any outfalls, it is a self-contained system.
Adjacent public road is connected to an existing outfall.

f. (1) Name of receiving waters: Biscayne Bay
(2) Wetland Area: There are no wetlands area on the project site.

2. Controls
Narrative - Sequence of soil disturbing activities and implementation of controls:
Prior to the start of clearing and grubbing operations, silt fence, wind screen and gutter buddy and flex storm devices shall be installed as shown on the plans for each phase of construction or as directed by the Engineer. The silt fence, shall remain in place until the construction is completed or as directed by the Engineer. Temporary sodding, permanent sodding, etc… shall be placed in disturbed soils.

a. Erosion and Sediment Controls:

(1) Stabilization Practices:

X	Temporary Sodding
	Temporary Grassing
	Permanent Planting, Sodding, or Seeding
	Temporary Mulching
	Artificial Covering
	Buffer Zones
	Preservation of Natural Resources
X	Other: The Contractor is to maintain the existing vegetation wherever possible and perform daily dust control.

(2) Structural Practices:

	Sand Bagging		Sediment Traps
X	Silt Fences	X	Sediment Basins
X	Wind Screen	X	Storm Inlet Sediment Trap
	Synthetic Bales		Stone Outlet Structures
X	Berms	X	Curbs and Gutters
	Diversion, Interceptor, or Perimeter Ditches	X	Storm Sewers
	Pipe Slope Drains		Velocity Control Devices
	Flumes		Turbidity Barrier
X	Rock Bedding at Construction Exit		Rip Rap
	Timber Bedding at Construction Exit		Other:
	Ditch Liner		

Description of Storm Water Management:
The runoff is collected by a Storm Sewer System.

b. Other Controls

Any construction debris generated as a result of this project will be disposed of off-site at an appropriate waste disposal facility.

a.) Concrete wash out locations will be provided in areas where the disposal material will be contained so as to prevent discharge outside of the project limits and nto the waterways.
b.) New Drainage Structures will be protected with flex storm and/or filter fabric.
c.) Staging areas will be located within the project work zone unless requested otherwise for approval.
d.) Litter will be deposited in appropriate locations. A dumpster may be provided at the site depending on the amount of litter generated.
e.) Loaded trucks will be covered with tarps.
f.) Sweepers and/or water trucks will be provided to reduce dust daily.

g.) Soil prevention tracking will be installed as per the SWPPP and/or as directed by City Inspector.

(1) Off-Site Vehicle Tracking:

X	Haul Roads Dampened for Dust Control
X	Loaded Haul Trucks to be Covered with Tarpaulin
X	Excess Dirt on Road Removed Daily
X	Stabilized Construction Entrance
X	Water Truck Scheduling
X	Street Sweeping (Daily)
	Other:

(2) Sanitary Waste:
The Sanitary sewer system is maintained by The City of North Bay Village.

(3) Fertilizers, Pesticides and Trees:
No fertilizers or pesticides will be used at the site during the construction phase. Protect all trees within project limits as per FDOT Index No. 544.

(4) Toxic Substances:
Toxic Substances will not be stored at the site.

(5) Non-Storm Water Discharge (Including Spill Reporting):
No non-stormwater discharges are anticipated at this time. Contaminated soil or groundwater encountered shall be reported immediately to the County personnel. If dewatering is implemented, the water will be deposited in a controlled area on-site to prevent off-site discharge or as approved by permit.

(6) Erosion Control Devices:
Locations and types of all erosion control devices shall be installed as directed by plan and/or by the County. Contractor shall implement the SWPPP as per the contract plans and may be revised based on actual filed conditions at the time work is being performed. Field modifications will be approved by the Engineer. Monitoring shall be performed on a weekly basis and after a ½" storm event with routine maintenance and replacement of any devices as required. Containment or removal of pollutants shall be in accordance with all applicable State andMiami-Dade County regulations and/or FDOT Standard Specifications. The responsible persons for monitoring and maintaining the erosion control devices shall be:
Contractor: XXXXXXXX telephone: XXXXXXX

b. APPROVED STATE, LOCAL PLANS, OR STORM WATER PERMITS: (CHECK ALL THAT APPLY)

1. NPDES Permit (0.5 Acre or More) X
2. National Pollution Discharge Elimination System (NPDES) Permit from the Florida Department of Environmental Protection (FDEP) for Projects Disturbing More than 1 Acre. X
3. Dade County Department of Regulatory and Economic Resources (DRER) Class II-Stormwater Management Permit and Dewatering Permit. ☐
4. Environmental Resources (ERP) Permit from the South Florida Water Management District (SFWMD)
5. U. S. Army Corp of Engineers Dredge and Fill Permit ☐
6. South Florida Water Management District (SFWMD) Right-of-Way Permit ☐
7. Public Works Excavation Permit ☐
8. Police ☐
9. Tree Permit X
10. Derm Dewatering Permit ☐

3. Maintenance:
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- Built up sediment will be removed from silt fence when it has reached on-third of the height of the fence.
- Protect all inlets surrounding construction site.
- Street sweeping and dust prevention must be implemented daily.

4. Inspection:
a. Qualified personnel from the County and Contractor shall inspect the following items daily throughout the construction period.

b. Preparation of the Contractor's Weekly Report of Inspection, maintenance and repairs for the control and abatement of erosion and water pollution shall be included in the cost of the respective pay items. Where sites have been finally stabilized, inspections shall be conducted weekly.
- Points of discharge to waters of the United States
- Points of discharge to Municipal Separate Storm Sewer Systems.
- Disturbed areas of the site that have not been finally stabilized
- Areas used for storage of material that are exposed to precipitation.
- Structural Controls.
- Stormwater Management Systems
- Locations where vehicles enter or exit the site
- Street sweeping and dust control

c. A Maintenance Inspection Report will be made after each inspection. If repair is necessary, it will be initiated within 24 hours of the Report.

d. Remove excess dirt from all roads adjacent to project area on a daily basis.

e. Sediment found in the existing and proposed drainage system within the site and along the adjacent public roads will require drainage system cleaning by Contractor.

REVISIONS

No.	DESCRIPTION	DATE	BY

SCHWEBKE SHISKIN + ASSOCIATES
SSA
CIVIL ENGINEERS | LAND SURVEYORS CA#87 | LB#87
TEL: (954)435-7010 3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 www.SHISKIN.com

7490 WEST DRIVE SALES CENTER

EROSION SEDIMENT CONTROL PLAN
DETAILS

CITY OF NORTH BAY VILLAGE, FLORIDA
SECTION 09, TOWNSHIP 53, RANGE 42

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SHEET 11 OF 13

AJ-6300

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EPA United States Environmental Protection Agency

Stormwater Best Management Practice
Concrete Washout

Report for Clean Water NPDES

Minimum Measure
Construction Site Stormwater Runoff Control

Subcategory
Good Housekeeping/Materials Management

Description of Concrete Washout at Construction Sites

Concrete and its ingredients

Concrete is a mixture of cement, water, and aggregate material. Portland cement is made by heating a mixture of limestone and clay containing oxides of calcium, aluminum, silicon and other metals in a kiln and then pulverizing the resulting clinker. The fine aggregate particles are usually sand. Coarse aggregate is generally gravel or crushed stone. When cement is mixed with water, a chemical reaction called hydration occurs, which produces glue that binds the aggregates together to make concrete.

Concrete washout

After concrete is poured at a construction site, the chutes of ready mixed concrete trucks and hoppers of concrete pump trucks must be washed out to remove the remaining concrete before it hardens. Equipment such as wheelbarrows and hand tools also need to be washed down. At the end of each work day, the drums of concrete trucks must be washed out. This is customarily done at the ready mixed batch plants, which are usually off-site facilities, however large or rural construction projects may have on-site batch plants. Cementitious (having the properties of cement) washwater and solids also come from using such construction materials as mortar, plaster, stucco, and grout.

Environmental and Human Health Impacts

Concrete washout water (or washwater) is a slurry containing toxic metals. It's also caustic and corrosive, having a pH near 12. In comparison, Drano liquid drain cleaner has a pH of 13.5. Caustic washwater can harm fish gills and eyes and interfere with reproduction. The safe pH ranges for aquatic life habitats are 6.5 – 9 for freshwater and 6.5 – 8.5 for saltwater.

Construction workers should handle wet concrete and washout water with care because it may cause skin irritation and eye damage. If the washwater is dumped on the ground (Fig. 1), it can run off the construction site to adjoining roads and enter roadside storm drains, which discharge to surface waters such as rivers, lakes, or estuaries. The red arrow in Figure 2 points to a ready mixed truck chute that's being washed out into a roll-off bin, which isn't watertight. Leaking washwater, shown in the foreground, will likely follow similar



Figure 1. *Chute washwater being dumped on the ground*



Figure 2. *Chute washwater leaking from a roll-off bin being used as a washout container*

paths to nearby surface waters. Rainfall may cause concrete washout containers that are uncovered to overflow and also transport the washwater to surface waters. Rainwater polluted with concrete washwater can percolate down through the soil and alter the soil chemistry, inhibit plant growth, and contaminate the groundwater. Its high pH can increase the toxicity of other substances in the surface waters and soils. Figures 1 and 2 illustrate the need for better washout management practices.

Best Management Practice Objectives

The best management practice objectives for concrete washout are to (a) collect and retain all the concrete washout water and solids in leak proof containers, so that this caustic material does not reach the soil surface and then migrate to surface waters or into the ground water, and (b) recycle 100 percent of the collected concrete washout water and solids. Another objective is to support the diversion of recyclable materials from landfills. Table 1 shows how concrete washout materials can be recycled and reused.

Office of Water, 4203M
www.epa.gov/npdes/pubs/concretewashout.pdf
www.epa.gov/npdes/stormwater/menuofbmps

EPA 833-F-11-006
February 2012

Table 1 – Recycling concrete washout materials

Uses of Recycled Materials	Concrete Washout Materials					
	Washwater	Cement fines[a]	Fine aggregate	Course aggregate	Hardened concrete	Unused wet concrete
Reused to washout additional mixer truck chutes or drums	X					
Reused as a ready mixed concrete ingredient	X	X[b]	X	X		
Reused as an ingredient of precast concrete products, e.g., highway barriers, retaining wall blocks, riprap	X	X	X	X		X
Reused as crushed concrete products, e.g., road base or fill		X	X	X	X	
Reused to pave the yards of ready mixed concrete plants						X
Returned back to a surface water, e.g., river, lake, or estuary	X[c]					

a. Fine particles of cementitious material (e.g., Portland cement, slag cement, fly ash, silica fume)
b. Recyclable, if allowed by the concrete quality specifications
c. Treated to reduce the pH and remove metals, so it can be delivered to a municipal washwater treatment plant, where it is treated further and then returned to a natural surface water

Washwater recycling, treatment, disposal

Washwater from concrete truck chutes, hand mixers, or other equipment can be passed through a system of weirs or filters to remove solids and then be reused to wash down more chutes and equipment at the construction site or as an ingredient for making additional concrete. A three chamber washout filter is shown in Figure 3. The first stage collects the coarse aggregate. The middle stage filters out the small grit and sand. The third stage has an array of tablets that filter out fines and reduces the pH. The filtered washwater is then discharged through a filter sock. An alternative is to pump the washout water out of the washout container (Fig 4) and treat the washwater off site to remove metals and reduce its pH, so it can be delivered to a publicly owned treatment works (POTW), also known as a municipal wastewater treatment plant, which provides additional treatment allowing the washwater to be discharged to a surface water. The POTW should be contacted to inquire about any pretreatment requirements, i.e., the National Pretreatment Standards for Prohibited Dischargers (40CFR 403.5) before discharging the washwater to the POTW. The washwater can also be retained in the washout container and allowed to evaporate, leaving only the hardened cementitious solids to be recycled.

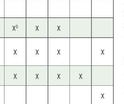

Figure 3. *Concrete washout filter*



Figure 4. *Vacuuming washwater out of a washout container for treatment and reuse*

Solids recycling

The course aggregate materials that are washed off concrete truck chutes into a washout container can be either separated by a screen and placed in aggregate bins to be reused at the construction site or returned to the ready mixed plant and washed into a reclaimer (Fig. 5). When washed out into a reclaimer, the fine and course aggregates are separated out and placed in different piles or bins to be reused in making fresh concrete. Reclaimers with settling tanks separate cement fines from the washwater, and these fines can also be used in new concrete unless prohibited by the user's concrete quality specifications.



Figure 5. *Ready mixed truck washing out into a reclaimer*

Hardened concrete recycling

When the washwater in a construction site concrete washout container has been removed or allowed to evaporate, the hardened concrete that remains can be crushed (Fig. 6) and reused as a construction material. It makes an excellent aggregate for road base and can be used as fill at the construction site or delivered to a recycler. Concrete recyclers can be found at municipal solid waste disposal facilities, private recycling plants, or large construction sites.



Figure 6. *Crushed concrete stockpile and crusher*

Wet concrete recycling

Builders often order a little more ready mixed concrete than they actually need, so it is common for concrete trucks to have wet concrete remaining in their drum after a delivery. This unused concrete can be returned to the ready mixed plant and either (1) used to pour precast concrete products (e.g., highway barriers, retaining wall blocks, riprap), (2) used to pave the ready mixed plant's yard, (3) washed into a reclaimer, or (4) dumped on an impervious surface and allowed to harden, so it can be crushed and recycled as aggregate. Unused wet concrete should not be dumped on bare ground to harden at construction sites because this can contribute to ground water and surface water contamination.

Washout Containers

Different types of washout containers are available for collecting, retaining, and recycling the washwater and solids from washing down mixed truck chutes and pump truck hoppers at construction sites.

Chute washout box

A chute washout box is mounted on the back of the ready mixed truck. If the truck has three chutes, the following procedure is used to perform the washout from the top down: (1) after the pour is completed, the driver attaches the extension chute to the washout box, (2) the driver then rotates the main chute over the extension chute (Fig. 7) and washes down the hopper first then the main chute, (3) finally the driver washes down the flop down chute and last the extension chute hanging on the box. All washwater and solids are captured in the box. After the wash down, washwater and solids are returned to the ready mixed plant for recycling. A filter basket near the top of the washout box separates out the coarse aggregates so they can be placed in a bin for reuse either at the construction site or back at the cement plant.



Figure 7. *Chute washout box*

Chute washout bucket and pump

After delivering ready mixed concrete and scraping the last of the customer's concrete down the chute, the driver hangs a washout bucket shown in Figure 8 (see red arrow) on the end of the truck's chute and secures the hose to insure no leaks. The driver then washes down the chute into the bucket to remove any cementitious material before it hardens. After washing out the chute, the driver pumps (yellow arrow points to the pump) the washwater, sand, and other fine solids from the bucket up into the truck's drum to be returned to the ready mixed plant, where it can be washed into a reclaimer. A removable screen at the bottom of the washout bucket prevents course aggregate from entering the pump. This course aggregate can also be returned to the plant and added to the coarse aggregate pile to be reused. All the materials are recycled.



Figure 8. *Chute washout bucket and pump*

Hay bale and plastic washout pit

A washout pit made with hay bales and a plastic lining is shown in Figure 9. Such pits can be dug into the ground or built above grade. The plastic lining should be free of tears or holes that would allow the washwater to escape (Fig. 10). After the pit is used to wash down the chutes of multiple ready mixed trucks and the washwater has evaporated or has been vacuumed off, the remaining hardened solids can be broken up and removed from the pit. This process may damage the hay bales and plastic lining. If damage occurs, the pit will need to be repaired and relined with new plastic. When the hardened solids are removed, they may be bound up with the plastic lining and have to be sent to a landfill, rather than recycled. Recyclers usually accept only unmixed material. If the pit is going to be emptied and repaired more than a few times, the hay bales and plastic will be generating additional solid waste. Ready mixed concrete



Figure 9. *Hay bale and plastic washout pit*



Figure 10. *Leaking washout pit that has not been well maintained*

trucks can use hay bale washout pits, but concrete pump trucks have a low hanging hopper in the back that may prevent their being washed out into bale-lined pits.

Vinyl washout container



Figure 11. *Vinyl washout pit with filter bag*

The vinyl washout container (Fig. 11) is portable, reusable, and easier to install than a hay bale washout pit. The biodegradable filter bag (Fig. 12) assists in extracting the concrete solids and prolongs the life of the vinyl container. When the bag is lifted, the water is filtered out and the remaining concrete solids and the bag can be disposed of together in a landfill, or the hardened concrete can be delivered to a recycler. After the solids have been removed several times and the container is full of washwater, the washwater can be allowed to evaporate, so the container can be reused. The washwater can be removed more quickly by placing another filter bag in the container and spreading water gelling granules evenly across the water. In about five minutes, the water in the filter bag will turn into a gel that can be removed with the bag. Then the gel and filter bag can be disposed to together.



Figure 12. *Extracting the concrete solids or gelled washwater*

Metal washout container

The metal roll-off bin (Fig. 13) is designed to securely contain concrete washwater and solids and is portable and reusable. It also has a ramp that allows concrete pump trucks to wash out their hoppers (Fig. 14). Roll-off providers offer recycling services, such as, picking up the roll-off bins after the washwater has evaporated and the solids have hardened, replacing them with empty washout bins, and delivering the hardened concrete to a recycler (Fig. 15), rather than a landfill. Some providers will vacuum off the washwater, treat it to remove metals and reduce the pH, deliver it to a wastewater treatment plant for additional treatment and subsequent discharge to a surface water. Everything is recycled or treated sufficiently to be returned to a natural surface water.



Figure 13. *Mixer truck being washed out into a roll-off bin*



Figure 14. *Pump truck using the ramp to wash out into a roll-off bin*



Figure 15. *Delivering hardened Concrete to a recycler*

Another metal, portable, washout container, which has a rain cover to prevent overflowing, is shown in Figure 16. It is accompanied by an onsite washwater treatment unit, which reduces the pH and uses a forced weir tank system to remove the coarse aggregate, fine aggregate, and cement fines. The washwater can then be reused at the construction site to wash out other mixer truck chutes and equipment. The solids are allowed to harden together and can be taken to a concrete recycler (Fig. 17) to be crushed and used as road base or aggregate for making precast products, such as retaining wall blocks. All materials are recycled.



Figure 16. *Washout container with a rain cover and onsite washwater treatment*



Figure 17. *Delivering hardened concrete to a recycler*

Siting Washout Facilities

Concrete washout facilities, such as washout pits and vinyl or metal washout containers, should be placed in locations that provide convenient access to concrete trucks, preferably near the area where concrete is being poured. However they

should not be placed within 50 feet of storm drains, open ditches, or waterbodies. Appropriate gravel or rock should cover approaches to concrete washout facilities when they are located on undeveloped property. On large sites with extensive concrete work, washouts should be placed at multiple locations for ease of use by ready mixed truck drivers. If the washout facility is not within view from the pour location, signage will be needed to direct the truck drivers.

Operating and Inspecting Washout Facilities

Concrete washout facilities should be inspected daily and after heavy rains to check for leaks, identify any plastic linings and sidewalls have been damaged by construction activities, and determine whether they have been filled to over 75 percent capacity. When the washout container is filled to over 75 percent of its capacity, the washwater should be vacuumed off or allowed to evaporate to avoid overflows. Then when the remaining cementitious solids have hardened, they should be removed and recycled. Damages to the container should be repaired promptly. Before heavy rains, the washout container's liquid level should be lowered or the container should be covered to avoid an overflow during the rain storm.

Educating Concrete Subcontractors

The construction site superintendent should make ready mixed truck drivers aware of washout facility locations and be watchful for improper dumping of cementitious material. In addition, concrete washout requirements should be included in contracts with concrete delivery companies.

Reference

NRMCA 2009. Environmental Management in the Ready Mixed Concrete Industry, 2FEMFM, 1st edition. By Gary M. Mullins. Silver Springs, MD: National Ready Mixed Concrete Association.

Websites and Videos

Construction Materials Recycling Association
www.concreterecycling.org

National Ready Mixed Concrete Association
www.nrmca.org

National Ready Mixed Concrete Research and Education Foundation
www.nrmc-foundation.org

Additional information and videos on concrete washout containers and systems can be found by a web search for "concrete washout."

Photograph Credits

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Figure 8. *Ron Lankester, Envirogaurd*
Figures 9, 10. *Mark Jenkins, Concrete Washout Systems, Inc.*
Figures 11, 12. *Tom Card, RTC Supply*
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7490 WEST DRIVE SALES CENTER
EROSION SEDIMENT CONTROL PLAN
DETAILS
CITY OF NORTH BAY VILLAGE, FLORIDA
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AJ-6300

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FLOATING TURBIDITY BARRIER

Construction Specifications

Materials

1. Barriers should be a bright color (yellow or "international" orange are recommended) that will attract the attention of nearby boaters.

2. The curtain fabric must meet the minimum requirements noted in Table 3.27–A.

3. Seams in the fabric shall be either vulcanized welded or sewn, and shall develop the full strength of the fabric.

4. Floatation devices shall be flexible, buoyant units contained in an individual floatation sleeve or collar attached to the curtain. Buoyancy provided by the floatation units shall be sufficient to support the weight of the curtain and maintain a freeboard of at least 3 inches (8 cm) above the water surface level. (See Plate 4.45c)

5. Load lines must be fabricated into the bottom of all floating turbidity curtains. Type II and Type III must have load lines also fabricated into the top of the fabric. The top load line shall consist of woven webbing or vinyl–sheathed steel cable and shall have a break strength in excess of 10,000 pounds (4.5 t). The supplemental (bottom) load–line shall consist of a chain incorporated into the bottom hem of the curtain of sufficient weight to serve as ballast to hold the curtain in a vertical position. Additional anchorage shall be provided as necessary. The load lines shall have suitable connecting devices which develop the full breaking strength for connecting to load lines in adjacent sections (See Plates 4.45a and 4.45b which portray this orientation).

6. External anchors may consist of 2 x 4 inch (5 x 10 cm) or 2–1/2 inch (6 cm) minimum diameter wooden stakes, or 1.33 pounds/linear foot (2 kg/m) steel posts when Type I installation is used; when Type II or Type III installations are used, bottom anchors should be used.

7. Bottom anchors must be sufficient to hold the curtain in the same position relative to the bottom of the watercourse without interfering with the action of the curtain. The anchor may dig into the bottom (grappling hook, plow or fluke–type) or may be weighted (mushroom type) and should be attached to a floating anchor buoy via an anchor line. The anchor line would then run from the buoy to the top load line of the curtain. When used with Type III installations, these lines must contain enough slack to allow the buoy and curtain to float freely with tidal changes without pulling the buoy or curtain down and must be checked regularly to make sure they do not become entangled with debris. As previously noted, anchor spacing will vary with current velocity and expected wind and wave action; manufacturer's recommendations should be followed. See orientation of external anchors and anchor buoys for tidal installation in Plate 4.45b.

Installation

1. In the calm water of lakes or ponds (Type I installation) it is usually sufficient to merely set the curtain end stakes or anchor points (using anchor buoys if bottom anchors are employed), then tow the curtain in the furled condition out and attach it to these stakes or anchor points. Following this, any additional stakes or buoyed anchors required to maintain the desired location of the curtain may be set and these anchor points made fast to the curtain. Only then, the furling lines should be cut to let the curtain skirt drop.

2. In rivers or in other moving water (Type II and Type III installations) it is important to set all the curtain anchor points. Care must be taken to ensure that anchor points are of sufficient holding power to retain the curtain under the expected current conditions, before putting the furled curtain into the water. Anchor buoys should be employed on all anchors to prevent the current from submerging the flotation at the anchor points. If the moving water into which the curtain is being installed is tidal and will subject the curtain to currents in both directions as the tide changes, it is important to provide anchors on both sides of the curtain for two reasons: a) Curtain movement will be minimized during tidal current reversals. b) The curtain will not overrun the anchors pull them out when the tide reverses. When the anchors are secure, the furled curtain should be secured to the upstream anchor point and then sequentially attached to each next downstream anchor point until the entire curtain is in position. At this point, and before unfurling, the "lay" of the curtain should be assessed and any necessary adjustments made to the anchors. Finally, when the location is ascertained to be as desired, the furling lines should be cut to allow the skirt to drop.

3. Always attach anchor lines to the flotation device, not to the bottom of the curtain. The anchoring line attached to the floatation device on the downstream side will provide support for the curtain. Attaching the anchors to the bottom of the curtain could cause premature failure of the curtain due to the stresses imparted on the middle section of the curtain.

4. There is an exception to the rule that turbidity curtains should not be installed across channel flows; it occurs when there is a danger of creating a silt buildup in the middle of a watercourse, thereby blocking access or creating a sand bar. Curtains have been used effectively in large areas of moving water by forming a very long–sided, sharp "V" to deflect clean water around a work site, confine a large part of the silt–laden water to the work area inside the "V" and direct much of the silt toward the shoreline. Care must be taken, however, not to install the curtain perpendicular to the water current.

5. The effectiveness of the barrier can be increased by installing two parallel curtains, separated at regular intervals by 10' (3 m) long wooden boards or lengths of pipe.

Removal

1. Care should be taken to protect the skirt from damage as the turbidity curtain is dragged from the water.
2. The site selected to bring the curtain ashore should be free of sharp rocks, broken cement, debris, etc. so as to minimize damage when hauling the curtain over the area.

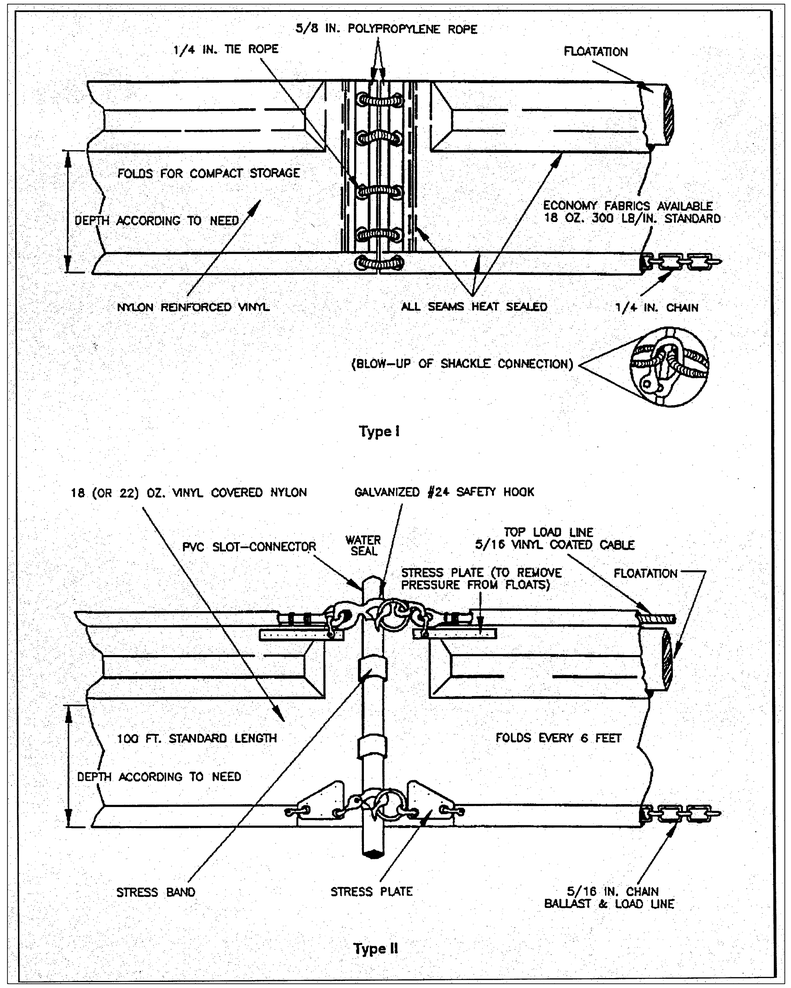
3. If the curtain has a deep skirt, it can be further protected by running a small boat along its length with a crew installing furling lines before attempting to remove the curtain from the water.

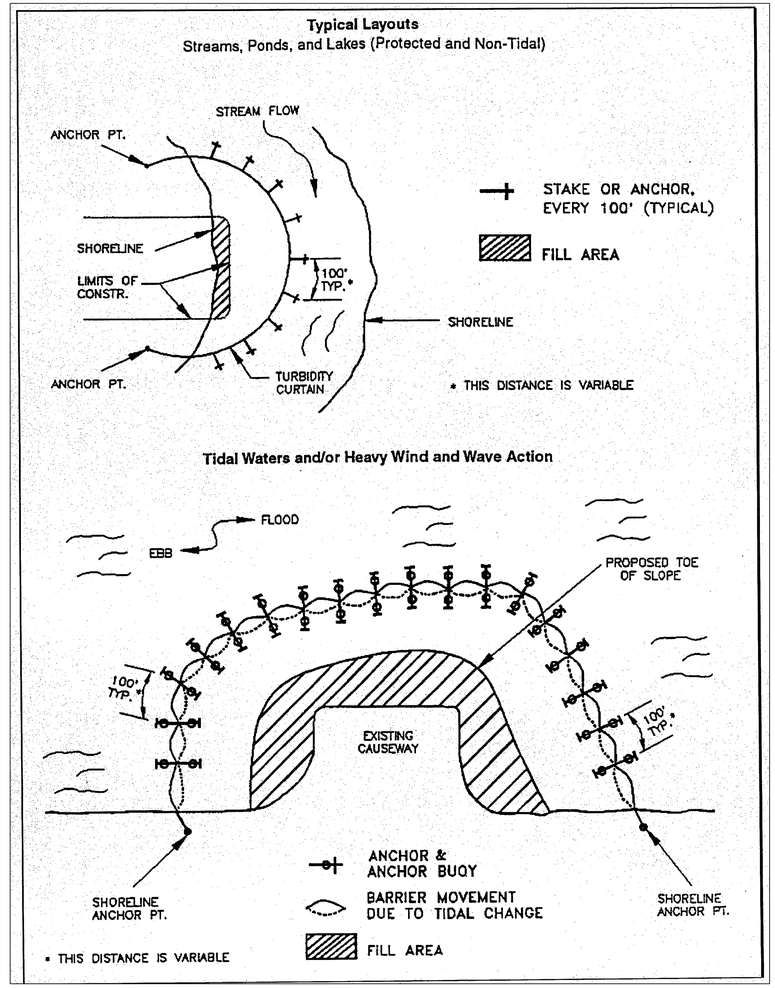
Maintenance

1. The developer/owner shall be responsible for maintenance of the filter curtain for the duration of the project to ensure the continuous protection of the watercourse.

2. Should repairs to the geotextile fabric become necessary, there are normally repair kits available from the manufacturers; manufacturer's instructions must be followed to ensure the adequacy of the repair.

3. When the curtain is no longer required as determined by the inspector, the curtain and related components shall be removed in such a manner as to minimize turbidity. Sediment shall be removed and the original depth (or plan elevation) restored before removing the curtain. Remaining sediment shall be sufficiently settled before removing the curtain. Any spoils must be taken to an upland area and stabilized.





FLOATING TURBIDITY BARRIER DETAIL

K:\08\340\PAVING\NORTH BAY VILLAGE\PERMIT\ESC\DWG\ESC - Sale Center.dwg

SCHWEBKE SHISKIN + ASSOCIATES
SSA
CIVIL ENGINEERS | LAND SURVEYORS
CA#87 | LB#87
TEL: (954)435-7010 3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 www.SHSKIN.com

REVISIONS

No.	DESCRIPTION	DATE	BY

7490 WEST DRIVE SALES CENTER

EROSION SEDIMENT CONTROL PLAN

NOTES

CITY OF NORTH BAY VILLAGE, FLORIDA
SECTION 09, TOWNSHIP 53, RANGE 42

FILE NO.: AJ-6300	
DESIGN BY: AIEQ	
DESIGN DATE: JAN/2024	
DRAFTED BY: L.E.L.	
CHECKED BY:H.J.N.	
SCALE: SEE PLAN	

HERNANDO J. NAVAS LICENSE No. 50635 STATE OF FLORIDA PROFESSIONAL ENGINEER
2/21/2024

ENGINEER: HERNANDO J. NAVAS., P.E.
TITLE: PRINCIPAL

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HERNANDO J. NAVAS., P.E. ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

STATUS: PERMIT

SHEET NAME: ESC-6

SHEET 13 OF 13

AJ-6300

1039

1040

NORTH BAY VILLAGE SALES CENTER

7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

PERMIT SET

02/22/2023 **PERMIT SET**

SCOPE OF WORK

THE FOLLOWING DRAWINGS ILLUSTRATE THE PROPOSED SCOPE OF WORK FOR **7940 WEST DRIVE, NORTH BAY VILLAGE, FL, 33141**

- NEW HARDSCAPE AND LANDSCAPE DESIGN

DRAWING REVISION REGISTER

REV#	SHEET #	REVISION DESCRIPTION

SHEET INDEX

		LANDSCAPE DRAWINGS	DRAWING NOTES
☐ ☐ ☐ ☐ ■	L001	COVER PAGE	
☐ ☐ ☐ ☐ ■	L002	GENERAL SITE NOTES	
☐ ☐ ☐ ☐ ■	L400	TREES & PALMS PLANTING PLAN & SCHEDULE	
☐ ☐ ☐ ☐ ■	L410	UNDERSTORY PLANTING PLAN & SCHEDULE	
☐ ☐ ☐ ☐ ■	L450	PLANTING DETAILS	

REGISTERED LANDSCAPE ARCHITECT
MARSH C. KRIPLEN
LA 6667007
STATE OF FLORIDA

Digitally signed by marsh c kriplen
Date: 2024.03.05 10:15:23 -05'00'

DESIGN TEAM

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912.398.1775

ARCHITECT
REVUELTA ARCHITECTURE INTERNATIONAL
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MIAMI, FL 33133
305.590.5000

LANDSCAPE ARCHITECT
L&ND
7294 NW 1st COURT
MIAMI FL, 33150
Phone: 614.439.4895

Sitework General Notes

1. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL WORK BY THE SUBCONTRACTORS.
2. CONTRACTOR SHALL VERIFY ALL CONDITIONS AT JOB SITE AND NOTIFY LANDSCAPE ARCHITECT AND GENERAL CONTRACTOR OF DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES BEFORE BEGINNING ANY WORK.
3. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. ALL CONTRACTORS MUST COMPLY WITH PERMIT REQUIREMENTS, LOCAL, STATE AND FEDERAL JURISDICTIONS AND GOVERNING BODIES/AGENCIES RULES AND REGULATIONS AND LAND USE APPROVAL CONDITIONS AT ALL TIMES.
4. WORK PERFORMED WITHOUT APPROVAL OF LOCAL, STATE AND FEDERAL JURISDICTIONS AND GOVERNING BODIES/AGENCIES AND/OR NOT IN COMPLIANCE WITH SPECIFICATIONS AND/OR DRAWINGS IS SUBJECT TO REMOVAL AT CONTRACTOR'S EXPENSE.
5. ALL WORK SHALL CONFORM TO THE APPROPRIATE AGENCIES. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES, LINES AND STRUCTURES PRIOR TO EXCAVATION OR TRENCHING. DAMAGE SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER. THE LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR UTILITIES OR STRUCTURES NOT SHOWN ON THE DRAWINGS. CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING OVER OR NEAR EXISTING GAS AND ELECTRICAL LINES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ALL LAND MONUMENTS DISRUPTED BY CONSTRUCTION ACTIVITIES OR NEGLIGENCE ON THE PART OF THE CONTRACTOR. RESETS SHALL BE PERFORMED UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR AND MONUMENT RECORDS MUST BE FILED AS REQUIRED BY STATUTE FOR ALL MONUMENTS.
7. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS AND STRUCTURES DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR RECONSTRUCTED SATISFACTORY TO THE LANDSCAPE ARCHITECT AT THE CONTRACTOR'S EXPENSE.
8. ALL BARRICADING AND TEMPORARY TRAFFIC CONTROL DEVICES OR METHODS USED DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL JURISDICTIONS AND GOVERNING BODIES/AGENCIES STANDARDS. PROVIDE ADEQUATE TIME FOR REVIEW AND APPROVAL BY THE ABOVE JURISDICTIONS PRIOR TO COMMENCEMENT.
9. THE LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES UTILIZED OR FOR SAFETY PRECAUTIONS OR PROBLEMS IN CONNECTION WITH THE WORK. THE LANDSCAPE ARCHITECT WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. CONTRACT DOCUMENTS INCLUDE THE CONSTRUCTION DOCUMENT DRAWING SET/TECHNICAL SPECIFICATIONS MANUAL/LASIS.
10. CONTRACTOR TO VERIFY ALL QUANTITIES. IN CASE OF ANY DISCREPANCIES, GRAPHICALLY SHOWN MATERIAL QUANTITIES SHALL TAKE PRECEDENCE.
11. A SYSTEM OF DIAGRAMMATIC SYMBOLS, HATCHES AND NOTATIONS IS USED IN THESE DRAWINGS. REVIEW NOTATIONS CAREFULLY, NOTIFY LANDSCAPE ARCHITECT AND REQUEST CLARIFICATION OF ANY UNCLEAR NOTATION OR DISCREPANCY PRIOR TO COMMENCING WORK.
12. PROVIDE SLEEVES AS REQUIRED FOR DRAINAGE, IRRIGATION AND ELECTRICAL LINES. IRRIGATION AND ELECTRICAL SLEEVES AND SUBSURFACE DRAINAGE SYSTEMS SHALL BE CONSTRUCTED PRIOR TO PAVING AND LANDSCAPE WORK. UTILITY SLEEVES ARE REQUIRED IN ALL PLANT BEDS ISOLATED BY PAVEMENT OR ANY OTHER STRUCTURES.

811 Know what's **below.** **Call** before you dig.

Sitework General Notes Continued

13. SPECIAL CONSIDERATION IS GIVEN TO THE DESIGN AND INTENDED RELATIONSHIP BETWEEN ARCHITECTURE, PLANTING AREAS AND PAVING SYSTEMS. PAVEMENT JOINTING, PAVERS, STONE, FINISHES AND GRADES HAVE BEEN STRICTLY COORDINATED IN THE CONTRACT DOCUMENTS. CONSTRUCTION OF THESE SYSTEMS SHALL BE STRICTLY COORDINATED.
14. VEHICLES, EQUIPMENT, AND/OR MATERIALS SHALL NOT BE PARKED OR STORED IN AREAS OF EXISTING VEGETATION, INCLUDING WITHIN THE DRIPLINE OF EXISTING TREES TO REMAIN.
15. CONSTRUCTION WASTE-INCLUDING BUT NOT LIMITED TO: PLANT MATERIAL, BUILDING MATERIALS, DEMOLISHED MATERIALS, PACKAGING, LEFTOVER PAINT AND CONCRETE SLURRY-SHOULD BE PROPERLY REUSED, RECYCLED, DISPOSED OF LEGALLY OFF-SITE OR IN DESIGNATED WASH-OUT AREAS DETERMINED BY THE GENERAL CONTRACTOR.
16. RECYCLING AND TRASH BINS TO BE PROVIDED ON SITE. SEPARATE BINS FOR CARDBOARD, CO-MINGLED, AND OTHER RECYCLABLE/REUSABLE MATERIALS IDENTIFIED BY THE LOCAL JURISDICTION SHALL BE MAINTAINED. ALL BINS TO BE WILDLIFE-PROOF.
17. ON-SITE FUEL STORAGE FOR CONSTRUCTION EQUIPMENT IS DISCOURAGED. CONSTRUCTION EQUIPMENT USED ON SITE TO BE CHECKED REGULARLY TO ASSURE CONTAMINATION CONCERNS FROM OILS AND GREASES ARE ELIMINATED. NO TOXIC MATERIALS SHALL BE STORED ON-SITE.
18. GENERAL CONTRACTOR TO KEEP ALL ITEMS IMPLEMENTED BY LANDSCAPE ARCHITECT IN PROPER WORKING ORDER THROUGHOUT THE DURATION OF THE PROJECT.
19. THE CONSTRUCTION SITE TO BE INSPECTED ON A MONTHLY BASIS BY LANDSCAPE ARCHITECT AND/OR CIVIL ENGINEER TO ASSURE THAT THE SILT FENCE AND MUD TRACKING PAD ARE PROPERLY IN PLACE AND FUNCTIONING AS DESIGNED.
20. GREEN BUILDING PRACTICES SHALL BE EMPLOYED TO THE EXTENT FEASIBLE. SUCH PRACTICES INCLUDE: CARPOOLING/VANPOOLING TO JOB SITE, MINIMIZING MATERIALS PACKING BEFORE ARRIVAL TO JOB SITE, REDUCING MATERIAL/RESOURCE INEFFICIENCIES BY COORDINATING WORK.
21. THE PROJECT LIMIT OF CONSTRUCTION AND ALL EXISTING VEGETATION TO REMAIN IS TO BE CLEARLY DEFINED BY STURDY, WEATHERPROOF FENCING AT A MINIMUM OF FOUR (4) FEET HIGH.
22. WATERPROOFING OF SUBGRADE AND OTHER ARCHITECTURAL SPACES BELOW AND/OR ADJACENT TO IMPROVEMENTS DESIGNED BY THE LANDSCAPE ARCHITECT IS TO BE ADEQUATELY DESIGNED AND DETAILED BY OTHERS TO PERMANENTLY REPEL ALL WATER SOURCES INCLUDING, BUT NOT LIMITED TO: PRECIPITATION, STORM WATER RUNOFF, GROUND WATER, IRRIGATION, ROOF RUNOFF, GROUND WATER, AND PLUMBING LEAKS.
23. STRUCTURAL DESIGN TO SUPPORT IMPROVEMENTS DESIGNED BY THE LANDSCAPE ARCHITECT AND LOCATED ABOVE, BELOW, AND/OR ADJACENT TO SUBGRADE AND OTHER ARCHITECTURAL SPACES IS THE RESPONSIBILITY OF THE STRUCTURAL ENGINEER. THE STRUCTURAL DESIGN SHOULD BE ADEQUATELY DESIGNED TO SUPPORT ALL POSSIBLE LOADS INCLUDING, BUT NOT LIMITED TO: BACKFILL, COMPACTION, PLANTINGS, HARDSCAPES, RETAINING AND FREESTANDING SITE WALLS, AND CONSTRUCTION MATERIALS/EQUIPMENT/ACTIVITY.

Soil Erosion Control Notes

1. PRIOR TO BEGINNING ANY EARTH CHANGE, THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL SESC MEASURES AS SHOWN ON THE CONTRACT DOCUMENTS AND AS REQUIRED BY ANY GOVERNING AGENCIES.
2. ALL SESC MEASURES TO BE MAINTAINED DAILY.
3. THE CONTRACTOR TO CONDUCT ALL EXCAVATION, FILLING, GRADING, AND CLEANUP OPERATIONS IN A MANNER SUCH THAT SEDIMENT, GENERATED BY WIND OR WATER IS NOT DISCHARGED INTO ANY STORM SEWER, DRAINAGE DITCH, RIVER, LAKE, AIR, OR UNDERGROUND UTILITY SYSTEM. STAGE WORK TO MINIMIZE THE AREA OF EXPOSED SOIL, THEREBY REDUCING THE OPPORTUNITY FOR SOIL EROSION.
4. WATER FROM TRENCHES AND OTHER EXCAVATION TO BE PUMPED INTO A FILTRATION BAG TO REMOVE SEDIMENTS FROM THE WATER.
5. NORTH AMERICAN GREEN SC-150 OR EQUIVALENT EROSION CONTROL FABRIC IS REQUIRED ON ALL DISTURBED SLOPES GREATER THAN 3:1 UNTIL PROJECT AREA IS REVEGETATED PER THE PLANTING PLAN.
6. PROVIDE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES.
7. CONTRACTOR TO PROVIDE ONSITE WATERING TO REDUCE FUGITIVE DUST LEAVING THE SITE DURING CONSTRUCTION.
8. SOIL EROSION CONTROL MEASURES TO BE PROVIDED FOR ALL EXISTING AND PROPOSED DRAINAGE STRUCTURES WITHIN THE PROJECT LIMITS.
9. CONSTRUCTION STAGING AND PHASING SHALL OCCUR, WHERE APPLICABLE, TO MINIMIZE SOIL DISTURBANCE TIME.
10. BEST MANAGEMENT PRACTICES (BMPs) SHALL BE ADJUSTED AS NEEDED TO MEET ANY OTHER UNFORESEEN CONDITIONS.
11. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR INSTALLING A MUD TRACKING PAD/WASHING PAD AT THE CONSTRUCTION ENTRANCES TO MINIMIZE MUD DETACHMENT FROM TRUCK TIRES. 1-1/2 INCH SCREENED ROCK TO BE PLACED ON MIRAFI 140-N FILTER FABRIC. ADDITIONAL CLEAN GRAVEL TO BE ADDED THROUGHOUT THE DURATION OF CONSTRUCTION AS NEEDED.
12. CONTRACTOR SHALL ABIDE BY THE LOCAL, STATE AND FEDERAL JURISDICTIONS AND GOVERNING BODIES/AGENCIES CONSTRUCTION MANAGEMENT PLAN REQUIREMENTS.
13. RESEED AS INDICATED IN SEEDING NOTES.

Planting Notes

1. PLANT MATERIAL IS TO BE HEALTHY SPECIMENS FREE FROM DISEASE OR DAMAGE, AND IS TO BE MAINTAINED IN EXCELLENT CONDITION WHILE ON THE JOBSITE. LANDSCAPE ARCHITECT SHALL INSPECT PLANT MATERIAL UPON ARRIVAL TO JOBSITE AND WILL REJECT PLANT MATERIAL THAT DOES NOT MEET THE STANDARDS DESCRIBED WITHIN THE CONTRACT DOCUMENTS.
2. THE LANDSCAPE ARCHITECT WILL PERIODICALLY INSPECT PLANT MATERIAL STOCKPILED AND/OR PLANTED ON SITE DURING THE COURSE OF CONSTRUCTION. PLANT MATERIAL NOT MEETING THE STANDARDS CONTAINED WITHIN CONTRACT DOCUMENTS SHALL BE REPLACED AT NO COST TO THE OWNER.
3. PROVIDE MATCHING SIZES AND FORMS FOR EACH PLANT OF THE SAME SPECIES UNLESS OTHERWISE INDICATED.
4. CONTRACTOR TO VERIFY ALL QUANTITIES. IN CASE OF DISCREPANCIES, GRAPHICALLY SHOWN QUANTITIES SHALL TAKE PRECEDENCE.
5. ALL MATERIALS USED SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
6. ALL PLANT MATERIAL SHALL BE INSTALLED PLUMB AND PER THE SPECIFICATIONS CONTAINED WITHIN THE CONTRACT DOCUMENTS. ANY NECESSARY STAKING AND/OR OTHER SUPPORTS MATERIALS/METHODS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
7. THE CONTRACTOR SHALL PRUNE EXISTING AND/OR NEW TREES ONLY PER LANDSCAPE ARCHITECT DIRECTION.
8. THE CONTRACTOR SHALL STAKE THE LOCATIONS OF ALL TREES AND B&B SHRUBS FOR LANDSCAPE ARCHITECT REVIEW AND APPROVAL, PRIOR TO INSTALLATION.
9. ALL ROOT-WRAPPING MATERIALS THAT ARE NOT BIO-DEGRADABLE SHALL BE REMOVED FROM THE ROOT BALL. ROOT BALLS SHALL BE FREE OF WEEDS.
10. SPECIFIED PLANT MATERIAL SIZES SHALL BE CONSIDERED MINIMUM SIZES.
11. FINISH GRADE OF PLANTING BEDS SHALL BE ONE (1) INCH BELOW ADJACENT FLATWORK, UNLESS SPECIFIED OTHERWISE.
12. MULCH OR PLANTING BED DRESSING SHALL BE PLACED IN ALL PLANTING AREAS AS SPECIFIED. MULCH OR PLANTING BED DRESSING SHALL NOT BE PLACED WITHIN SIX (6) INCHES OF TREE TRUNKS. MULCHING SHOULD BE REPEATED ANNUALLY DURING THE AUTUMN TO A THREE (3) INCH DEPTH.
13. ALL PLANT MATERIAL SHOULD RECEIVE AN ORGANIC FERTILIZER IN LIMITED APPLICATION FOLLOWING INSTALLATION. TYPE AND APPLICATION RATE AND METHOD OF APPLICATION TO BE SPECIFIED BY THE CONTRACTOR AND APPROVED BY THE LANDSCAPE ARCHITECT.
14. EXCESS FERTILIZER SHALL BE DISPOSED OF PROPERLY OFF-SITE. IT SHALL NOT BE DISPOSED OF IN STORM DRAINS AND/OR DRYWELLS.
15. STOCKPILED PLANT MATERIAL TO BE PLACED IN THE SHADE AND PROPERLY HAND-WATERED UNTIL PLANTED.
16. MINI-NUGGET TYPE DECORATIVE BARK MULCH WILL BE USED TO RETURN NUTRIENTS TO THE SOIL, REDUCE MAINTENANCE AND MINIMIZE EVAPORATION FOR AREAS APPROXIMATE TO THE RESIDENCE. LARGER SHREDDED BARK MULCH WILL BE USED FOR STEEP AREAS SO SLOUGHING IS LESS LIKELY TO OCCUR.
17. PRESERVE & PROTECT ALL EXISTING VEGETATION INDICATED TO REMAIN AT ALL TIMES.
18. ALL VEGETATION PROPOSED FOR OUTSIDE THE BUILDING ENVELOPE TO BE NATIVE UNLESS OTHERWISE NOTED. PLANTING THAT OCCURS OUTSIDE THE BUILDING ENVELOPE IS FOR RESTORATION PURPOSES ONLY OR IS SPECIFIC TO UTILITIES RESTORATION.
19. SIX (6) INCH PLANT MIX SHALL BE PROVIDED FOR ALL LAWN, TURF, AND NATIVE PLANTING ZONES. 18 INCH PLANT MIX SHALL BE PROVIDED FOR ALL PERENNIAL PLANTING BEDS UNLESS OTHERWISE NOTED.

1041

NBV SALES CENTER

7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

L&ND
7294 NW 1st COURT, MIAMI FL 33150
614.439.4895
www.land.design

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7940 NBV PARTNERS LCC
4551 PRAIRIE AVE
MIAMI BEACH, FL 33140
912.398.1775

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305.590.5000

SEAL (MARSH C. KRIPLEN-LA6667007)

REGISTERED LANDSCAPE ARCHITECT · MARSH C. KRIPLEN · LA 6667007 · STATE OF FLORIDA

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Date: 2024.03.05 10:17:10 -05'00'

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GENERAL SITE NOTES

L002

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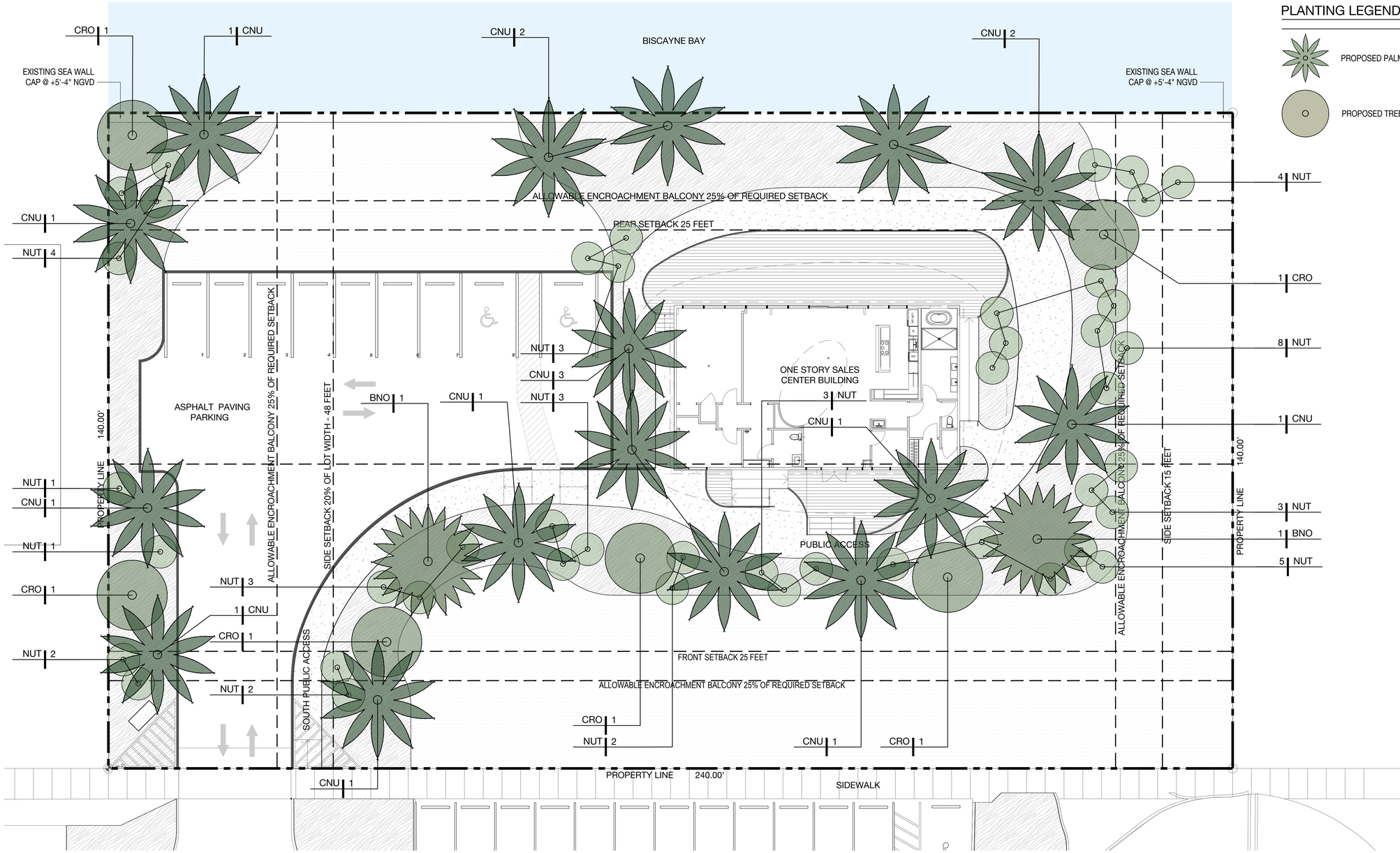

PLANTING LEGEND

PROPOSED PALM

PROPOSED TREE

TREES & PALMS PLANTING SCHEDULE

ABR	QTTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
TREES				
CRO	6	CLUSIA ROSEA	AUTOGRAPH TREE	45 GAL / MULTI TRUNK
PALMS				
BNO	2	BISMARKIA NOBILIS	BISMARK PALM	FG 5' CT
CNU1	5	COCOS NUCIFERA	COCONUT PALM	FG 5' CT
CNU2	5	COCOS NUCIFERA	COCONUT PALM	FG 10' CT
CNU3	6	COCOS NUCIFERA	COCONUT PALM	FG 15' CT
NATIVE UNDERSTORY TREES				
NUT	44	NATIVE UNDERSTORY TREE	TBD	30 GAL

NOTE:
CONTRACTOR TO PROVIDE LANDSCAPE ARCHITECT WITH $ 5,000 WHOLESALE PLANT ALLOWANCE FOR INFILL PLANTS, ORCHIDS AND ACCENTS

PLANT IMAGES



CRO



BNO



CNU

1042

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MARSH C. KRIPLEN
LA 6667007
STATE OF FLORIDA

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Date: 2024.03.05 10:17:35 -05'00'

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NORTH

0 5' 10' 20'
SCALE 3/32"=1'-0"

TREES & PALMS PLANTING PLAN & SCHEDULE

L400

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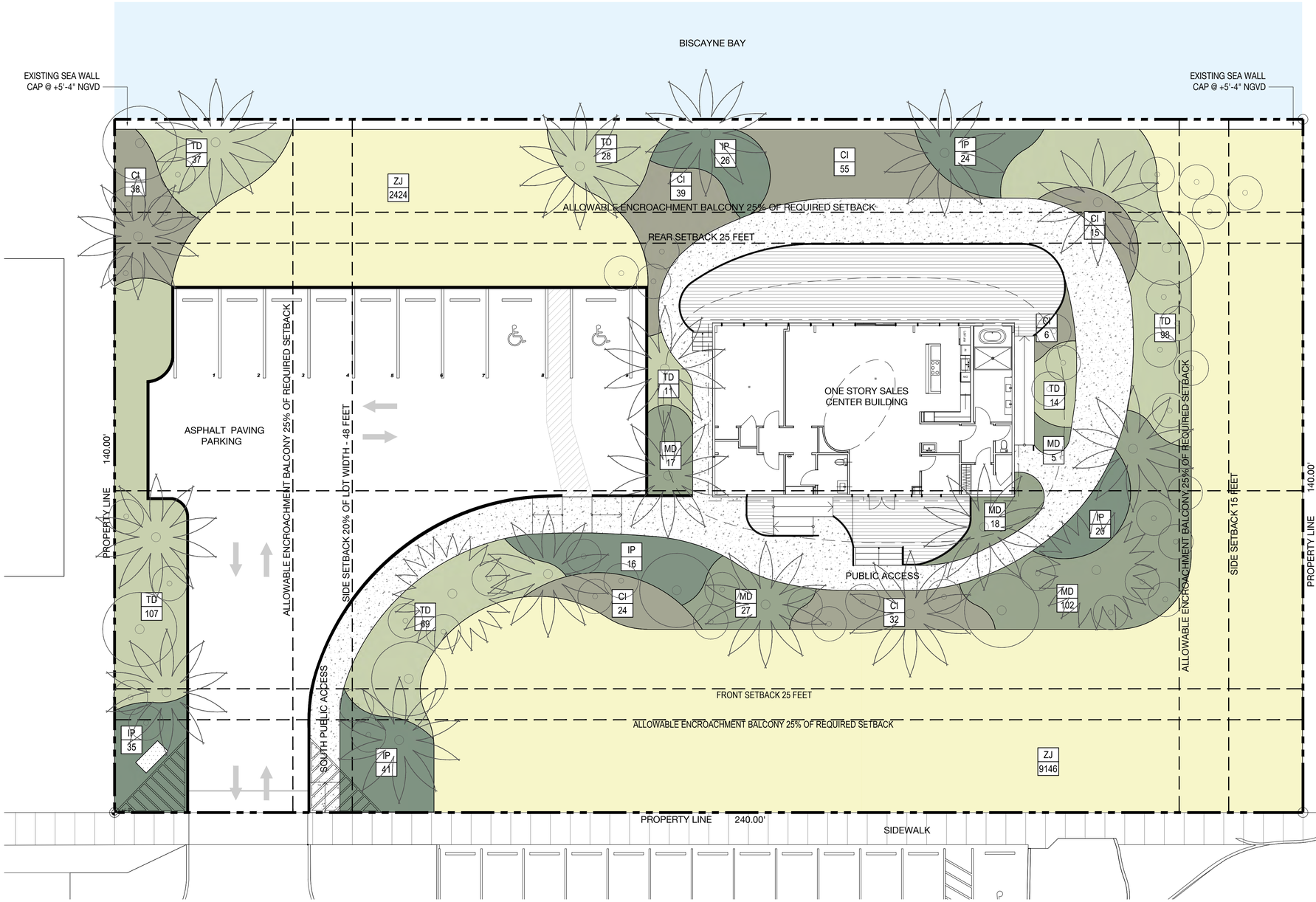

PLANTING LEGEND

TYP # PROPOSED SHRUB / GROUNDCOVER

PROPOSED LAWN

TREES & PALMS PLANTING SCHEDULE

ABR	QTTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
SHRUBS & GROUNDCOVERS				
CI	209	CHRYSOBALANUS ICACO	COCOPLUM	3 GAL / 36" O.C.
IP	162	IPOMEA PES-CAPRAE	RAILWOOD VINE	3 GAL / 36" O.C.
MD	169	MONSTERA DELICIOSA	SWISS CHEESE PLANT	3 GAL / 36" O.C.
GRASSES				
TD	364	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	3 GAL / 36" O.C.
ZJ	11570 SF	ZOYSIA JAPONICA	ZOYSIA GRASS	SOD

PLANT IMAGES


CI


IP


MD


TD


ZJ

1043

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NORTH

0 5' 10' 20'
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UNDERSTORY PLANTING PLAN & SCHEDULE

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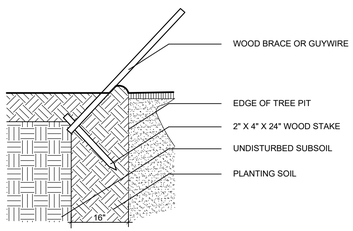
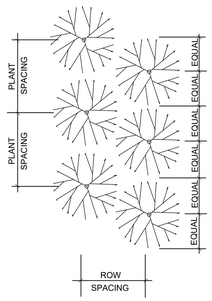


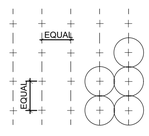
TOP OF STAKE MUST BE MINIMUM OF 3" BELOW FINISHED GRADE

1 STAKING DETAIL
SCALE: NOT TO SCALE



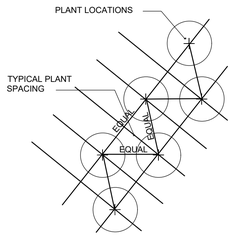
PLANT SPACING	ROW SPACING
12"	10.4"
18"	15.6"
24"	20.8"
30"	26.0"
36"	31.2"
48"	41.6"
60"	52.0"

NOTE:
IN MOST CASES TRIANGULAR SPACING IS PREFERRED. USE SQUARE SPACING ONLY IN SMALL RECTILINEAR AREAS.



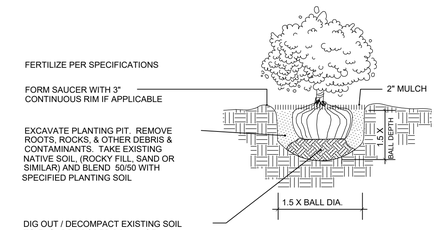
TYPICAL PLANT SPACING

SQUARE SPACING PLAN



TRIANGULAR SPACING PLAN

2 PLANT SPACING
SCALE: NOT TO SCALE



3 SHRUB PLANTING
SCALE: NOT TO SCALE

PREPARATION:
STORE ALL MATERIAL IN DRY, CLEAN AREA, COVER TO PROTECT FROM RAIN AND MINIMIZE DUST. COORDINATE RUN-OFF CONTROL WITH GENERAL CONTRACTOR.
TEST EXISTING SOIL TO ENSURE IT IS FREE OF EXCESSIVE CLAY OR SALT AND ANY CHEMICALS/PETROCHEMICALS WHICH MAY HARM PLANT HEALTH.

EXISTING MATERIAL:
IF INCORPORATING EXISTING SITE SOIL REMOVE ALL ROOTS, AND ROCK LARGER THAN 2" IN SIZE. REMOVE ALL PLASTIC, METAL AND MANMADE DETRITUS.

MIX:
50% EXISTING SOIL
10% COCO PEAT
10% COMPOST
20% CLEAN SAND
10% PERLITE

BLEND QUANTITIES NEEDED BY HAND OR MACHINE.

INSTALLATION:
REFER TO APPROPRIATE DETAILS FOR AMENDMENTS, COMPACTION DEPTHS ETC.

GENERAL: REFER TO LANDSCAPE NOTES FOR ADDITIONAL INFORMATION

4 PLANTING SOIL- TYPICAL

MULCH A:
PINE STRAW, FOR USE IN GENERAL PLANTING AREAS AND ON SLOPES GREATER THAN 10%

MULCH B:
MINI PINE BARK NUGGETS, FOR USE IN SPECIALTY AREAS

MULCH C:
MELALEUCA MULCH, FOR USE IN GENERAL PLANTING AREAS AND ON SLOPES GREATER THAN 10%

BLEND QUANTITIES NEEDED BY HAND OR MACHINE.

INSTALLATION:
REFER TO APPROPRIATE DETAILS FOR EXTENTS AND DEPTHS.

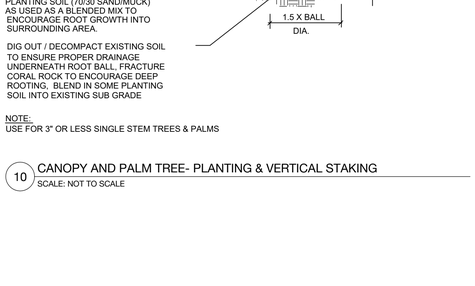
GENERAL: REFER TO LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. CONFIRM TYPE TO BE USED WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

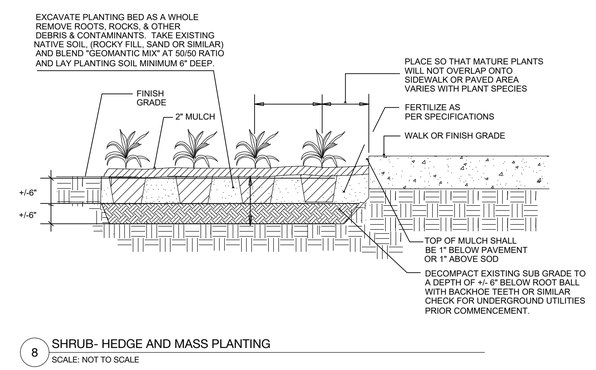
5 MULCH- TYPICAL

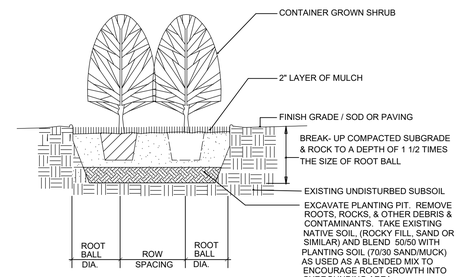
MIX:
5050- MUCK AND FINE SAND

SUPPLIER: ATLAS PEAT AND SOIL 561.734.7300

6 PLANTING SOIL- LAWN TOP DRESSING







811
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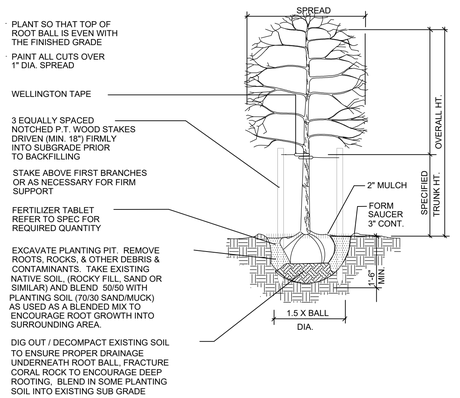
7 MULTI TRUNK TREE- PLANTNG & STAKING
SCALE: NOT TO SCALE

CALIPER	TIES	STRANDS	STAKES
1" - 1 1/2"	2	1 # 12	2 - 2 X 2
1 1/2" - 2"	3	1 # 12	3 - 2 X 2
2" - 3"	3	2 # 12	2 - 2 X 2

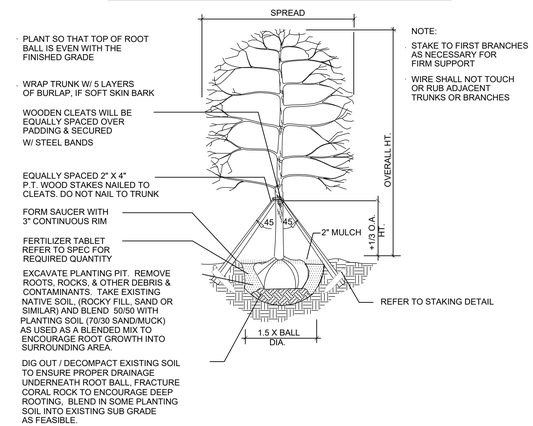


NOTE:
USE FOR 3" OR LESS SINGLE STEM TREES & PALMS

10 CANOPY AND PALM TREE- PLANTING & VERTICAL STAKING
SCALE: NOT TO SCALE

8 SHRUB- HEDGE AND MASS PLANTING
SCALE: NOT TO SCALE

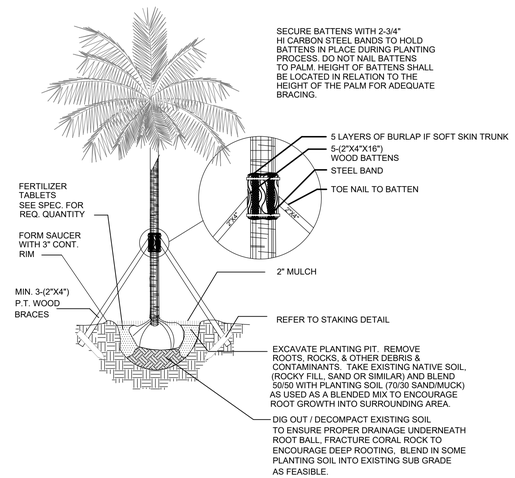
CALIPER	CLEATS	STRAPS	BRACES	NAILS
3" - 8"	2 x 4 x 8"	1 # 12	3 - 2 X 4	2 - 16d
8" - 10"	2 x 4 x 12"	1 # 12	3 - 2 X 4	3 - 16d
10" - 16"	2 x 4 x 12"	2 # 12	4 - 2 X 4	3 - 16d



NOTE:
USE FOR 3" TO 12" SINGLE TRUNK TREES

11 CANOPY TREE- PLANTING & TRIPLE BRACE STAKING
SCALE: NOT TO SCALE

9 SHRUB- HEDGE AND MASS PLANTING
SCALE: NOT TO SCALE



12 PALM- PLANTING & STAKING
SCALE: NOT TO SCALE

NBV SALES CENTER

7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

L&ND
7294 NW 1st COURT, MIAMI FL 33150
614.439.4895
www.land.design

REV #	DATE	ISSUE
	02/22/2024	PERMIT SET

OWNERSHIP
7940 NBV PARTNERS LCC
4531 PRAIRIE AVE
MIAMI BEACH, FL 33140
912.398.1775

LANDSCAPE ARCHITECT:
L&ND
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MIAMI FL, 33150
Phone: 614.439.4895

ARCHITECT
REVUELTA ARCHITECTURE INTERNATIONAL
2950 SW 27th AVE, SUITE 110
MIAMI, FL 33133
305.590.5000

SEAL (MARSH C. KRIPLEN-LA6667007)

REGISTERED LANDSCAPE ARCHITECT MARSH C. KRIPLEN LA 6667007 STATE OF FLORIDA

Digitally signed by marsh c kriplen
Date: 2024.03.05 10:18:30 -05'00'

Permit Set

PLANTING DETAILS

L450

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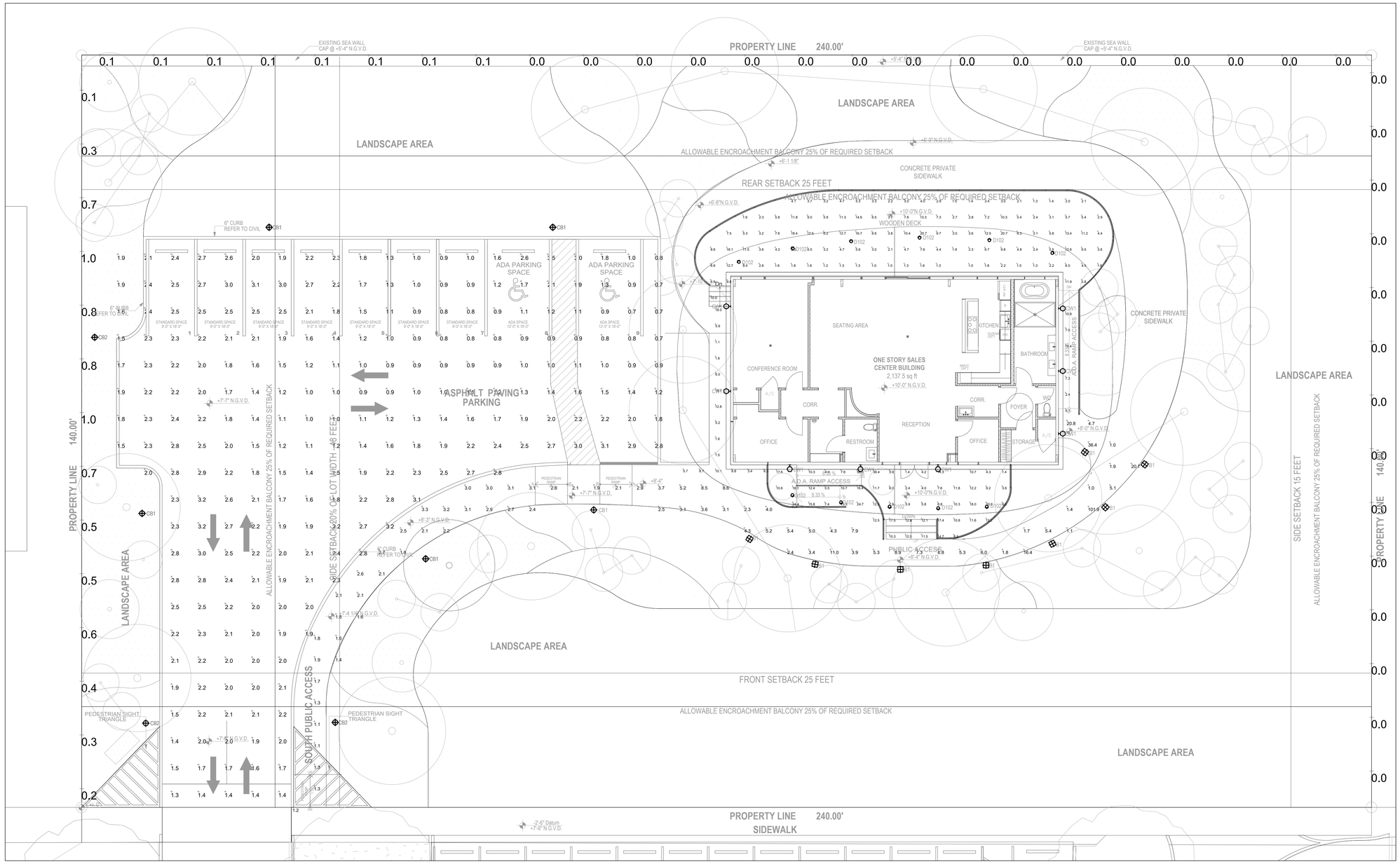

Anthony A. Schulz, State of Florida. Professional Engineer, License No. 60762
This item has been digitally signed & sealed by Anthony A. Schulz on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

1 SITE LIGHTING PHOTOMETRICS

SCALE: 1/8" = 1'-0"
+9'-6" N.G.V.D.

0 4' 8' 16'

N

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Santiago, Chile

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Project

NORTH BAY VILLAGE
SALES CENTER
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

Owner Information

Consultant

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Miami, Florida 33155
Phone: (305) 270-9935 Fax: (305) 665-5891
HNGS # 23-0014
FL CA Lic. # 444

ANTHONY A. SCHULZ
LICENSE
No 60762
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

SCHEMATIC DESIGN

Date
11/14/2022
Scale
AS SHOWN
Project No.
#Pln
Sheet Name
SITE LIGHTING PHOTOMETRICS
Sheet No.
E-100LP

DOWNLIGHT

NORMAL EMERGENCY CRITICAL

- RECESSED
- RECESSED [SQUARE]
- SURFACE
- SURFACE [SQUARE]
- ADJUSTABLE

CHARACTER

NORMAL EMERGENCY CRITICAL

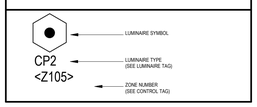
- SURFACE
- PENDANT
- WALL
- BASE
- BASE W/ HEAD

SPECIALTY

NORMAL EMERGENCY CRITICAL

- SURFACE
- WALL
- TRACK
- PLUG-IN
- MOVING

LUMINAIRE KEY



ABBREVIATION

ABV	ABOVE
AFF	ABOVE FINISH FLOOR
AFG	ABOVE FINISH GRADE
ADJ	ADJUSTABLE
ARCH	ARCHITECTURAL
BLDG	BUILDING
BO	BY OTHERS
BOT	BOTTOM
BEL	BELOW
CBX	CONTROL BOX
CLG	CEILING
CONSTR	CONSTRUCTION
CONTR	CONTRACTOR
CONT	CONTINUOUS
E	EAST
EL	ELEVATION
ELEC	ELECTRICAL
EQ	EQUAL
EXT	EXTERIOR
FL	FLOOR
FLUOR	FLUORESCENT
FT	FOOT OR FEET
GC	GENERAL CONTRACTOR
GND	GROUND
GR	GRADE
HGT	HEIGHT
HORIZ	HORIZONTAL
ID	INSIDE DIAMETER
IG	INGRADE
INFO	INFORMATION
INT	INTERIOR
L	LENGTH
LT	LIGHT
MFG	MANUFACTURER
N	NORTH
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OFOI	OWNER FURNISHED OWNER INSTALLED
OPP	OPPOSITE
OVHD	OVERHEAD
PSU	POWER SUPPLY UNIT
REV	REVISION
RCP	REFLECTED CEILING PLAN
S	SOUTH
SCHED	SCHEDULE
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SPEC	SPECIFICATION
STD	NORMAL
STR	STRUCTURE
TBD	TO BE DETERMINED
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
W	WEST, WIDTH, OR WOOD
W/	WITH
W/O	WITHOUT
WP	WATERPROOF
XFMR	TRANSFORMER

GENERAL NOTES

1. ALL INFORMATION PROVIDED ON THIS SHEET MAY NOT BE IMPLEMENTED INTO THE PROJECT.
2. "LD" DRAWINGS ARE FOR INFORMATION ONLY. REFER TO THE ELECTRICAL DRAWING FOR CIRCUIT INFORMATION.
3. REFER TO FIXTURE SPECIFICATIONS FOR COMPLETE FIXTURE INFORMATION.
4. REFER TO FIXTURE MOUNTING DETAIL SHEETS FOR SPECIFIC MOUNTING CONDITIONS.
5. CONTRACTOR TO PROVIDE TRANSFORMERS AND BALLASTS FOR ALL FIXTURES SPECIFIED AS REMOTE TRANSFORMERS OR BALLAST. ALL TRANSFORMERS AND BALLAST SPECIFIED AS REMOTE SHALL BE MOUNTED OUT OF VIEW OF GUESTS.
6. CONTRACTOR TO CONFIRM ALL REMOTE TRANSFORMER AND BALLAST LOCATIONS WITH LANDSCAPE OR FACILITY ARCHITECT.
7. CONTRACTOR TO VERIFY EXACT MOUNTING LOCATION OF ALL ACCENT LIGHTS IN FIELD WITH LIGHTING DESIGNER.
8. UNLESS OTHERWISE INDICATED, ALL MOUNTING BOXES FOR LIGHTING FIXTURES MOUNTED TO FACADES TO BE RECESSED INTO STRUCTURE. COORDINATE J/BOX LOCATION WITH OTHER TRADES.
9. INFORM CONSTRUCTION MANAGER IN WRITING IN A TIMELY WAY OF ANY DISCREPANCIES DISCOVERED.
10. CONTRACTOR TO VERIFY CONDITIONS ON WHICH THIS WORK DEPENDS UPON OTHER ISSUED CONSTRUCTION DRAWINGS AND ON SITE SUCH AS BUT NOT LIMITED TO:
    - DIMENSIONS
    - LEVELS
    - MATERIALS
    - DETAILS

ACCENT

NORMAL EMERGENCY CRITICAL

- SURFACE
- WALL
- TRACK
- PLUG-IN

PATH

NORMAL EMERGENCY CRITICAL

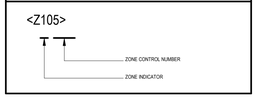
- BOLLARD
- RECESSED WALL
- SURFACE WALL
- POLE

STRIP

NORMAL EMERGENCY CRITICAL

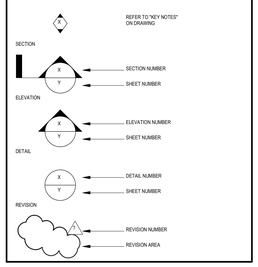
- SURFACE
- RECESSED
- PENDANT
- WALL

CONTROL TAG



REFERENCES

KEY NOTE



IN-GRADE

NORMAL EMERGENCY CRITICAL

- IN-GRADE
- DIRECTIONAL

UNDERWATER

NORMAL EMERGENCY CRITICAL

- UNDERWATER
- UNDERWATER SURFACE

FIBER OPTIC

NORMAL EMERGENCY CRITICAL

- SOURCE
- ENPOINT

LUMINAIRE TYPE

A	ACCENT / ANNIBLE
B	BOLLARD / PATH / STEP
C	CHARACTER
D	DOWNLIGHT
E	SPECIALTY / THEATRICAL
F	FLOODLIGHT / SPOTLIGHT
G	INGRADE
H	HIGH BAY / HAZARDOUS
I	INDIRECT
J	JUNCTION BOX
K	CASLEAN / GASKETED
L	LINEAR
M	MULTILAMP / STRING LIGHTS
N	NICHE OR COVE
O	[NOT USED]
P	POLE/PARKING
Q	POWER SUPPLIES
R	RECESSED
S	SURFACE / STRIPLIGHT
T	TRACK
U	UNDERWATER
V	VANDAL
W	WORKLIGHT / WALLPACK
X	EXIT / EMERGENCY
Y	GRAPHIC
Z	[USED IN ZONING]

TROFFER

NORMAL EMERGENCY CRITICAL

- LENSED
- PARABOLIC
- BASKET

FAN

NORMAL EMERGENCY CRITICAL

- SURFACE
- PENDANT
- WALL

POWER

NORMAL EMERGENCY CRITICAL

- POWER SUPPLY
- POWER SOURCE
- JUNCTION BOX

LINEAR

- ADJUSTABLE
- SET
- SLOT
- MULTILAMP

THEATRICAL

- LEKO
- FOLLOW SPOT
- PAR
- FRESNEL
- MOVING MIRROR
- MOVING SPOT
- MOVING WASH

GENERAL

NORMAL EMERGENCY CRITICAL

- PENDANT
- WALL

CHARACTER TYPE

B	BOLLARD / SHORT BASE
C	CLOSE CEILING
F	FAN
G	GAS FLAME FOR LUMINAIRE
L	LAMPPOST
M	MULTILAMP / FESTOON
P	PENDANT
R	RECEPTACLE FOR LUMINAIRE
S	SURFACE
T	TABLE LAMP
W	WALL MOUNTED

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Project

NORTH BAY VILLAGE SALES CENTER
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

ISSUED FOR REVIEW	02/23/2024

Owner Information

7940 NBV PARTNERS, LLC

4531 PRAIRIE AVE
MIAMI BEACH, FL 33140

Consultant

exp.

2601 WESTHALL LN
MAITLAND, FL 32751

Luis O. Revuelta
AR-0007972

DESIGN DEVELOPMENT

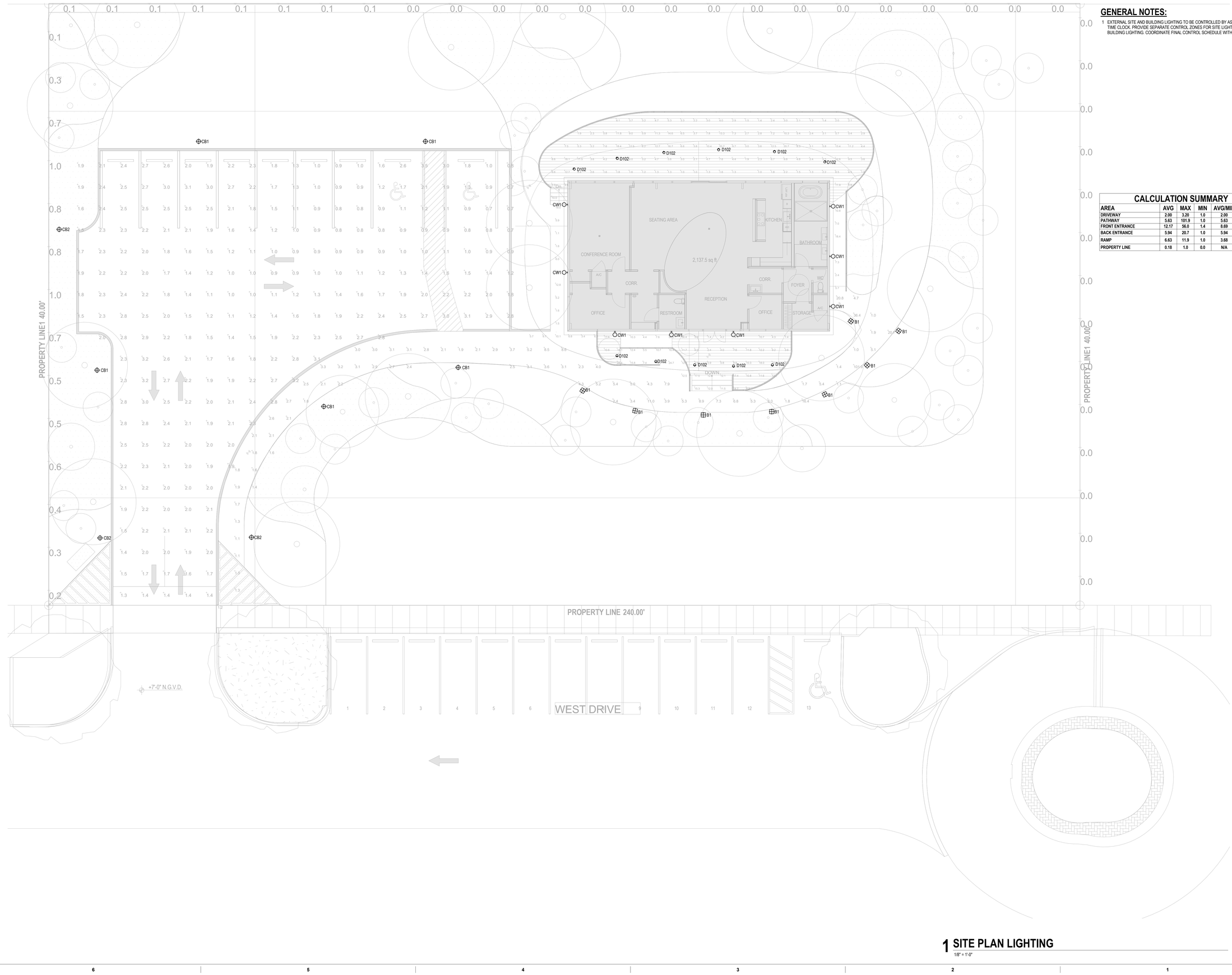
Date
02/04/2024

Scale
12" = 1'-0"

Project No.
2114

Sheet Name
LIGHTING LEGEND

Sheet No.
LD901



GENERAL NOTES:

1 EXTERNAL SITE AND BUILDING LIGHTING TO BE CONTROLLED BY ASTRONOMICAL TIME CLOCK. PROVIDE SEPARATE CONTROL ZONES FOR SITE LIGHTING AND BUILDING LIGHTING. COORDINATE FINAL CONTROL SCHEDULE WITH OWNER.

CALCULATION SUMMARY

AREA	AVG	MAX	MIN	AVG/MIN	MAX/ MIN
DRIVEWAY	2.00	3.20	1.0	2.00	3.20
PATHWAY	5.63	101.9	1.0	5.63	101.9
FRONT ENTRANCE	12.17	56.0	1.4	8.69	40.00
BACK ENTRANCE	5.94	20.7	1.0	5.94	20.70
RAMP	6.63	11.9	1.0	3.68	6.61
PROPERTY LINE	0.18	1.0	0.0	N/A	N/A

1 SITE PLAN LIGHTING

1/8" = 1'-0"

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Project

NORTH BAY VILLAGE SALES CENTER

7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

ISSUED FOR REVIEW	02/23/2024

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MIAMI BEACH, FL 33140

Consultant

exp.

2601 WESTHALL LN
MAITLAND, FL 32751

Luis O. Revuelta
AR-0007972

DESIGN DEVELOPMENT

Date
02/04/2024
Scale
1/8" = 1'-0"
Project No.
2114
Sheet Name
SITE PLAN - LIGHTING
Sheet No.
LD902

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LUMINAIRE SCHEDULE

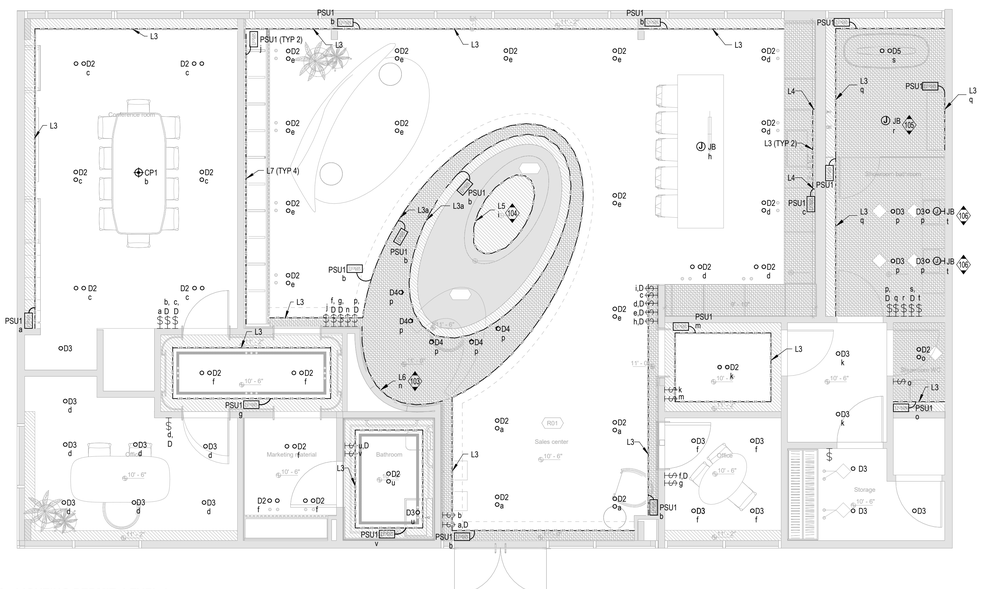
REV A	TYPE	MANUFACTURER	MODEL	DESCRIPTION	DIMENSIONS	UL/IP	FINISH	MATERIAL	MOUNTING	LAMP MANUFACTURER	LAMP MODEL	QTY	OPTIC	CCT	CRI	LUMENS	WATT	VOLTAGE	LISTED WATTAGE	CONTROL GEAR	ACCESSORIES	NOTES
B: BOLLARD / PATH / STEP																						
	B1	BEGA	84 219 K3 BLK	SITE BOLLARD	6-1/4"D x 19-1/2"H	NRTL WET IP65	BLACK	MARINE ALUMINUM	ANCHOR BOLT	INTEGRAL	LED	1	WIDE	3000K	80	1475	15 W	UNV	15 VA	0-10V		
C: CHARACTER																						
	CB1	COOPER INVUE	ARB-B2-LED-D1-T4-**-8030	POST TOP LUMINAIRE	[HEAD] 25-3/4" x 25-3/16"D/A [POLE] 10'-0"H x 3"D/A	UL WET IP66	TBD	ALUMINUM	SURFACE	INTEGRAL	LED	1	TYPE IV	3000K	80	4500	48 W	UNV	48 VA	INTEGRAL DIMMING DRIVER		
	CB2	COOPER INVUE	ARB-B1-LED-D1-T4-**-8030	POST TOP LUMINAIRE	[HEAD] 25-3/4" x 25-3/16"D/A [POLE] 10'-0"H x 3"D/A	UL WET IP66	TBD	ALUMINUM	SURFACE	INTEGRAL	LED	1	TYPE IV	3000K	80	2300	24 W	UNV	24 VA	INTEGRAL DIMMING DRIVER		
	CP1	FLUXWERX	VU3-R-B-C-30-B-06-D-F2-M-06-G	DIRECT/INDIRECT SUSPENDED LINEAR PENDANT	1.5" W x 4.5" H x 6' L	DRY	BLACK	ALUMINIUM	SUSPENDED			1		3000 K	90	887 lm/ft	0 W	120 V	7 VA	INTEGRAL 0-10V DIMMING DRIVER		
	CW1	BEGA	24 582	SQUARE WALL MOUNTED SCONCE	5-7/8" D x 10-5/8"H x 6-7/8" W	UL WET	POWDERCOAT	ALUMINIUM	WALL MOUNTED 10' ABOVE FINISHED GRADE			1	15 DEGREE	3000 K	90	1667 lm	16.5 W	120V	17 VA	INTEGRAL 0-10V DIMMING DRIVER		
D: DOWNLIGHT																						
	D2	LUMENWERX	AE2MPR-1X2M-TLMP-OF-TBD; AE2MRRB-SW-35DEG-2STP-90CRI-30K-UNV-10W-ELV-LFDL-TLMP-FTMW-NA	RECESSED DOUBLE DOWNLIGHT C/W MUD IN FLANGE	2" APERTURE		TBD	ALUMINIUM	RECESSED	INTEGRAL	LED	1	35 DEG	3000 K	90	961 lm	10 W	UNV	10 VA	INTEGRAL ELV DIMMING DRIVER		
	D3	LUMENWERX	AE2RRB-SW-10W-50DEG-2STP-90CRI-30K-LFDL-TLMP-FTMW-NA	RECESSED DOWNLIGHT C/W MUD IN FLANGE	2" APERTURE		TBD	ALUMINIUM	RECESSED	INTEGRAL	LED	1	50 DEG	3000 K	90	961 lm	10 W	UNV	10 VA	INTEGRAL ELV DIMMING DRIVER		
	D4	LUMENWERX	AE2RRA-TLMP-SW-OF-TBD-UNV-10W-ELV-NA; AE2RRAB-SW-10W-50DEG-2STP-80CRI-30K-LFDL-TLMP-FTMW-NA-NA	RECESSED ADJUSTABLE DOWNLIGHT C/W MUD IN FLANGE	2" APERTURE		TBD	ALUMINIUM	RECESSED	INTEGRAL	LED	1	50 DEG	3000 K	90	961 lm	10 W	UNV	10 VA	INTEGRAL ELV DIMMING DRIVER		
	D5	LUMENWERX	AE2MPR-1X2M-TLMP-OF-TBD; AE2MRRB-SW-35DEG-2STP-90CRI-30K-UNV-10W-ELV-LFDL-TLMP-FTMW-WET	RECESSED DOUBLE DOWNLIGHT C/W MUD IN FLANGE	2" APERTURE	UL WET	TBD	ALUMINIUM	RECESSED	INTEGRAL	LED	1	35 DEG	3000 K	90	961 lm	10 W	UNV	10 VA	INTEGRAL ELV DIMMING DRIVER		
	D102	DMF	MA-15-9-30-FL-O-M4TRS-TBD-TBD	EXTERIOR ADJUSTABLE RECESSED DOWNLIGHT	4" APERTURE 8-1/2"W x 11-7/8"L x 1-1/2"H	UL WET IP65	TBD	ALUMINUM	RECESSED	INTEGRAL	LED	1	40°	3000K	93	1500	16.5 W	120V	17 VA	TRIAC/ELV TO 5%		
L: LINEAR																						
	L3	DIODE LED	DI-24V-NBL2-30-TBD; 24V-SE-NBL2; DI-SE-NB-MTCH	LINEAR COVE LED C/W RIGID EXTRUSION	.65" W x LENGTH TBD	WET	-	ALUMINUM	SURFACE	INTEGRAL	LED	1	-	3000 K	90	146 lm/ft	2.2 W	24 V	0 VA	REMOTE ELV DIMMING DRIVER		
	L3a	DIODE LED	DI-24V-NBL2-30-TBD; 24V-SE-NBL2; DI-SE-NB-FLCH-WH	LINEAR COVE LED C/W FLEXIBLE EXTRUSION	.65" W x LENGTH TBD	WET	-	ALUMINUM	SURFACE	INTEGRAL	LED	1	-	3000 K	90	146 lm/ft	2 W	24 V	0 VA	REMOTE ELV DIMMING DRIVER		
	L4	DIODE LED	DI-24V-NBL2-30-TBD; 24V-SE-NBL2; DI-SE-NB-MTCH	LINEAR COVE LED C/W RIGID EXTRUSION	.65" W x LENGTH TBD	WET	-	ALUMINUM	SURFACE	INTEGRAL	LED	1	-	3000 K	90	146 lm/ft	2 W	24 V	0 VA	REMOTE ELV DIMMING DRIVER		
	L5	DIODE LED	DI-12V-PS30-120-2009; DI-ODX-TBD-J	LED SHEET LIGHTING C/W MANUFACTURERSUPPLIED POWER SUPPLY	9.25" W x 20" L	DRY	-	-	SURFACE	INTEGRAL	LED	1	160 DEG	3000 K	90	3848 lm	32 W	24V	0 VA	REMOTE ELV DIMMING DRIVER		
	L6	DESIGNPLAN	CURVED IN-GRADE LINEAR WALL GRAZER; PPLT00158	CURVED LINEAR INGRADE	3.5" W x LENGTH/CURVE TBD	IP67	-	ALUMINIUM	RECESSED	INTEGRAL	LED	1		3000 K	80	1520	40 W	24 V	0 VA	REMOTE POWER SUPPLY		
	L7	DIODE LED	DI-24V-BLBSC2-30-TBD;24V-BLBSC2; DI-CPCH6-REC	LINEAR COVE LED C/W RIGID RECESSED EXTRUSION	1" W x .49" D x LENGTH TBD	DRY	-	ALUMINUM	RECESSED	INTEGRAL	LED	1	-	3000 K	90	237 lm/ft	2.93 W	24 V	0 VA	REMOTE ELV DIMMING DRIVER		
Q: POWER SUPPLY																						
	PSU1	DIODE LED	DI-ODX-24V96W	REMOTE 24V ELV DIMMING POWER SUPPLY	3.7" W x 8.66" L x 1.57" H		BLACK	ALUMINIUM	SURFACE	-	-	1	-	-	-	-	96 W		0 VA	96			

GENERAL NOTES:

1 FINAL INSTALLATION DETAILS FOR LINEAR FIXTURES TO BE COORDINATED WITH INTERIOR DESIGNER PRIOR TO ROUGH-IN. FINAL FIXTURE LENGTHS TO BE CONFIRMED PRIOR TO ORDERING.
2 REMOTE POWER SUPPLIES TO BE LOCATED IN ACCESSIBLE, WELL VENTILATED AREA OUT OF SIGHT OF GUESTS. FINAL POWER SUPPLY LOCATIONS TO BE CONFIRMED WITH INTERIOR DESIGNER PRIOR TO INSTALLATION.
3 COORDINATE WITH INTERIOR DESIGNER FOR FINAL FIXTURE REQUIREMENTS WHERE JUNCTION BOXES ARE PROVIDED.

KEY NOTES

103 LINEAR IN-GRADE FIXTURE "L6" TO BE CONFIRMED WITH FINAL WALL CURVATURE PRIOR TO ORDERING.
104 FIXTURE TYPE L5 USED TO CREATE LUMINOUS CEILING IN HATCHED AREA AS SHOWN. INTERIOR DESIGNER TO PROVIDE FROSTED ACRYLIC LENSE C/W MILK WHITE BACKING AND IS TO ENSURE LENSE IS REMOVABLE FOR FIXTURE MAINTENANCE.
105 REFER TO INTERIOR DESIGNER FOR FINAL SHOWER HEAD POWER REQUIREMENTS.
106 REFER TO INTERIOR DESIGNER FOR FINAL MIRROR POWER REQUIRMENTS.



1 LIGHTING PERMIT, LEVEL 1

1/4" = 1'-0"

These Design And Drawings Are The Copyrighted Property Of Revuelta Architecture International P.A. and May Not Be Reproduced Except with Specific Written Consent of the Architect
The Visual Contrast Of Architectural Plans Created By Revuelta Architecture International P.A. Are Protected Under The Visual Artists Rights Act Of 1990
File: BIMmodel_R24-SERVER2\C24_BIMmodel Basic for Architect\2211_NORTH BAY VILLAGE\2114_7940 WEST DRIVE - NORTH BAY VILLAGE_MARCH 2023_3_Plotted Saved by - Date: 6/30/2023

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Santiago, Chile

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T. 305.590.5040
ALVARINAS | BOSCOLO | RODRIGUEZ

Project

NORTH BAY VILLAGE
SALES CENTER
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

ISSUED FOR REVIEW	02/23/2024

Owner Information

7940 NBV PARTNERS, LLC
4531 PRAIRIE AVE
MIAMI BEACH, FL 33140

Consultant

exp.
2601 WESTHALL LN
MAITLAND, FL 32751

Luis O. Revuelta
AR-0007972

DESIGN DEVELOPMENT

Date	02/04/2024
Scale	1/4" = 1'-0"
Project No.	2114
Sheet Name	LEVEL 1 - LIGHTING & LUMINAIRE SCHEDULE
Sheet No.	LD903

RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING WITH CONDITIONS A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) FOR 7940 NBV PARTNERS, LLC, TO BUILD A TEMPORARY SALES CENTER/MARKETING OFFICE ON PROPERTY LOCATED AT 7940 WEST DRIVE, AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 28, 2023, by Resolution No.2023-122, the Mayor and Commission of North Bay Village granted approval of a site plan for the development of a 312-foot tall, 70-unit multifamily residential project with structured parking and ancillary amenities on an approximately 0.77-acre site zoned RM-70, identified by Folio Nos. 23-3209-001-0420 and 23-3209-001-0400, of address 7940 West Drive in Harbor Island (the "Project"); and

WHEREAS, the Project wishes to commence marketing and sales of the units, and to that effect seeks to build a sales center/marketing office on the property, with ancillary parking and landscaping; and

WHEREAS, temporary sales centers/marketing offices are not a permitted principal or accessory use in the RM-70 zoning district, but are allowed by approval of a Use Exception pursuant to the provisions of Sec. 8.11 of the Unified Land Development Code (ULDC); and

WHEREAS, Sec. 8.11, as amended, restricts the life of such uses to a period not exceeding twelve (12) months from the date of Commission action on the Use Exception request, renewable administratively by the Village Manager for up to two (2) additional twelve (12) month periods for a maximum of thirty-six (36) months; and

WHEREAS, the proposed use and accessory parking and landscaping support and facilitate the approved development of the Project, which is consistent with the purpose and intent of Sec. 8.10.D.1; and

WHEREAS, after a duly noticed public hearing held on April 17, 2024, the Planning and Zoning Board by a vote of 3-0 recommended approval with conditions of the Use Exception subject to the conditions set forth and included below in Section 2; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on _____, 2024 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Use Exception is [consistent/inconsistent] with the Village's Comprehensive Plan and ULDC; furthers the purpose, goals, objectives, and policies of same; and [is/is not] in the best interest of the Village.

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

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

Section 2. Decision; Conditions. Pursuant to Section 8.11 of the ULDC, a Use Exception for placement of temporary sales center/marketing office at 7940 West Drive for the Project is hereby [approved/approved subject to the following conditions/denied]:

1. The project shall be in substantial conformance with the following plans submitted as part of the Use Exception application:
    a. Architectural plan set by Revuelta Architecture International:
        i. Sheet A-000: Setbacks and Zoning Regulations Diagram dated 11/14/22.
        ii. Sheet A-001: Location Map and Zoning Data Sheet dated 11/14/22.

iii. Sheet A-002: Site Plan dated 11/14/22.

iv. Sheet A-003: Elevations dated 3/12/24.

b. Civil Engineering plan set by Schwebke, Shiskin & Associates, dated 01/24:

i. Sheet WS-1: Water and Sewer Plan

ii. Sheet PD-1: Paving, Grading and Drainage Facilities Plan

iii. Sheets PD-2 and -3: Paving, Grading and Drainage Facilities Details

iv. Sheet PD-4: Paving, Grading and Drainage Facilities Cross Sections

v. Sheet PMS-1: Pavement Signage and Marking Plan

vi. Sheet ESC-1: Erosion and Sediment Control Plans Plan View

vii. Sheets ESC-2 through -5: Erosion and Sediment Control Details

viii. Sheet ESC-6: Erosion and Sediment Control Notes

c. Landscape plan set by Land Design, dated 02/22/2023, sealed by Marsh C. Kiplen on 03/05/24:

i. Sheet L001: Cover Page

ii. Sheet L002: General Site Notes

iii. Sheet L400: Trees and Palms Planting Plan and Schedule

iv. Sheet L410: Understory Planting Plan

v. Sheet L450: Planting Details

d. Site Lighting Photometrics by Hufsey, Nicolades, Garcia & Suarez Consulting Engineers, dated 11/14/22 and sealed by Anthony A. Schulz on 03/01/24.

e. Lighting plan set by Exp, dated 02/23/24 (revision):

i. Sheet LD901: Lighting Legend

ii. Sheet LD902: Site Plan Lighting

iii. Sheet LD903: Luminaire Schedule

2. This Use Exception shall expire after two years, measured from the date of final Commission action, if no substantial construction or change of use has taken place in accordance with the plans for which the Use Exception was granted.

3. The temporary use may remain on the site for a period not exceeding twelve (12) months from the date of the Village Commission action, unless administratively renewed pursuant to the time limits established in Sec. 8.11.B.4.

4. The structure housing the temporary use and its surroundings shall be maintained in good visual and operational condition throughout the duration of the use. Prior to the issuance of a building permit, the Applicant shall demonstrate compliance with the requirements of Sec. 10.5.B of the ULDC.

5. During construction/installation of the temporary use, the site shall comply with the requirements of Sec. 04.01 of the Code of Ordinances, “Standards for maintenance and appearance of construction sites.”

6. Should the Use Exception result in the temporary loss of any on-street parking spaces abutting the site, the Applicant shall compensate the Village for such loss of use at a rate equal to the rate charged for other developments on Harbor Island for the duration of the Use Exception.

7. All site lighting shall be dark-sky compliant and include shields restricting the projection of light rays outward to adjacent properties.

8. Fencing, if any, requires a separate permit and shall comply with the requirements of Sec. 8.17.F. of the ULDC.

9. Signage, if any, requires a separate permit and shall comply with the requirements of Chapter 11 of the ULDC.

10. Storm water drainage shall demonstrate compliance with Division 7 of Chapter 9 of the ULDC prior to the issuance of a building permit. All storm water shall be retained inside the property. All storm water drainage systems shall be maintained in working order at all times to avoid localized flooding during and after a storm. Parking shall be prohibited on top of any drainage inlet or drainage utility hole.

11. Sewage holding tanks shall be provided for the duration of the use. Restroom facilities shall remain accessible whenever the intended users are present. The Applicant shall be responsible for obtaining necessary permits for the installation of the sewage facilities, and for providing regular maintenance of the units and their removal at the end of the period of use. The Applicant shall, prior to the issuance of a building permit, provide a copy of a contract with a permitted disposal company stating the holding tank capacity, details of the proposed location of the holding tank in proximity to all surrounding features (potable waterlines, surface water, building, driveway), and the scheduled pumping frequency,

12. All necessary approvals from external agencies must be obtained prior to the issuance of a building permit by the Village.

13. All due cost recovery charges must be paid pursuant to Section 5.12. Specifically, no new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property

(including fees related to any previous development proposal applications on the property), have been paid in full.

Section 3. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 4. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

Mayor Brent Latham	___
Vice Mayor Richard Chervony	___
Commissioner Rachel Streitfeld	___
Commissioner Goren Cuk	___
Commissioner Andrew Rotondaro	___

PASSED AND ADOPTED on this ___ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Exhibit "A"
LEGAL DESCRIPTION

Address: 7940 West Drive, NORTH BAY VILLAGE

Folio Numbers: 23-3209-001-0400 and 23-3209-001-0420

LOTS 38, 40 AND 42, "HARBOUR ISLAND" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

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NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MAY 15, 2024 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.13 OF THE UNIFIED LAND DEVELOPMENT CODE TO IMPLEMENT ADDITIONAL PROCEDURES FOR AWARD AND TRANSFER OF DENSITY RIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

PARTICIPATE IN THE MEETING VIA ZOOM: **MEETING ID: 831 0914 6526** **PASSCODE: 188531**
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST 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.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC
VILLAGE CLERK

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MAY 14, 2024 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 8, "ZONING," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) RELATING TO THE RS-2 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT ON TREASURE ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING WITH CONDITIONS A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) FOR 7940 NBV PARTNERS, LLC, TO BUILD A TEMPORARY SALES CENTER/MARKETING OFFICE ON PROPERTY LOCATED AT 7940 WEST DRIVE, AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID: 872 2955 2882** **PASSCODE: 617911**
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST 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.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK



ITEM NO. 13.B

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Silvia Vargas, Village Planner

SPONSORED BY:

SUBJECT: **Ordinance Amending the RS-2 Zoning District Regulations Pertaining to Single-Family Residential on Treasure Island - *Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP)***

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 8, "ZONING," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) RELATING TO THE RS-2 SINGLE-FAMILY RESIDENTIAL ON TREASURE ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the ordinance on second reading.

BACKGROUND AND ANALYSIS

Background

One of the key priorities of the NBV100 Master Plan has been to update the Unified Land Development Code (ULDC) so that it aligns with and supports implementation of the three guiding principles. The focus of these efforts is on equipping the community with regulations that allow the Village and its residents to adapt to the challenges of a changing climate and become more livable, more resilient, and more prosperous.

The Village embarked on a phased process of updating the ULDC in 2020, with the creation and subsequent adoption of a form-based code that applies to the Kennedy Causeway Corridor in Treasure Island (adopted via Ordinance No. 2021-004) . The second phase of the process looked at North Bay Island, with new regulations adopted for the RS-1 zoning district in 2021 (Ordinance No. 2021-012).

In 2023, the Village undertook the update of the regulations the apply to high-density multifamily residential areas, specifically the RM-70 zoning district and supplementary standards in the ULDC. After extensive public engagement, the amendments were adopted by the Village Commission on September 28, 2023 (Ordinance 2023-011).

In January of 2024, Staff commenced the process of updating the zoning standards that pertain to the single-family residential neighborhoods in Treasure Island. The process involved a significant public engagement effort which included three "town-hall" style sessions: Listening and Learning on January 17; Evaluating Possibilities on February 8; and Selecting a Path on February 27. The presentations prepared for each of these meetings are available on the project webpage.

Analysis

In addition to seeking input from the public, Staff conducted an analysis of the existing zoning issues and conditions of the residential neighborhood, to support the recommended amendments, as presented for the Board's consideration. Research involved collection of parcel-level data and review of best practices.

With a few exceptions, the proposed amendments (reflected in the attached ordinance and exhibit) are very similar to those adopted for the RS-1 zoning district (North Bay Island), which is the most comparable within the Village.

Key changes:

1. Rear setback, adjusted to match RS-1 regulations (from 15 to 20 feet).
2. Building height, adjusted to match RS-1 regulations (from 35 feet measured from grade, to 30 feet measured from BFE plus minimum freeboard). A provision was introduced as part of this subsection regarding the placement of windows on the 2nd floor facades to address privacy concerns.
3. Minimum floor area, eliminated.
4. Lot coverage, pervious area and green space standards introduced. The proposed lot coverage is 55%, slightly lower than that of the RS-1 zoning regulations. The green space standard matches the updated RS-1 standard, as amended through the recent ULDC clean-up process.
5. Understory area provisions and standards introduced, matching RS-1 regulations.
6. New lot area incentive introduced, whereby a double lot assemblage (or greater) is allowed more building height and lot coverage (but also greater side setbacks). NOTE: This idea is introduced as a tool to potentially gain more overall green space/permeable area on Treasure Island. On March 19, 2024, the Planning and Zoning Board voted to recommend a side setback of **15 feet** (rather than the 20 feet that Staff originally proposed). This change is reflected in the proposed ordinance exhibit, which is included as attachment 2 to this memorandum.

In addition to the above, the applicability of accessory use and structure regulations of Sec. 8.16 pertaining to rooftop terraces and rooftop enclosures was expanded to encompass such structures in the RS-2 zoning district.

On March 19, 2024, following review and discussion of the proposed amendments, the Planning and Zoning Board voted to forward a recommendation of approval of the proposed ordinance, as amended, to the Village Commission. **On April 9, 2024, the Commission**

voted to approve the ordinance, as presented, on 1st reading.

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

PERSONNEL IMPACT
N/A

ATTACHMENTS
1- Ordinance Amending RS-2 Zoning Code (031924).docx
2 - Draft2 RS-2 Amendments (031924_Updated for 1st Reading).docx
Notice of Public Meeting- MH.pdf

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 8, "ZONING," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) RELATING TO THE RS-2 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT ON TREASURE ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") has adopted a Unified Land Development Code (the "ULDC") 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, during its 75th anniversary year, and following an extended public discussion about future growth and development, the Village updated its ULDC as part of a master visioning and planning process known as the "NBV100 Master Plan," which looks at the community's next twenty-five years; and

WHEREAS, the NBV100 Master Plan, guided by principles which originated from the common concerns of North Bay Village residents, is centered on equipping the Village with the tools to become a more livable, resilient, and prosperous community that can adapt to the challenges of a changing climate; and

WHEREAS, the Village seeks to amend the regulations pertaining to the RS-2 Medium Density Single Family Residential District to improve livability, increase resilience, and preserve and enhance prosperity in Treasure Island, consistent with the principles of the NBV100 Master Plan; and

WHEREAS, the ULDC and the modifications provided herein are wholly consistent with the NBV100 Master Plan, the Village's Comprehensive Plan, and the Florida Community Planning Act; and

WHEREAS, on_____, 2024, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance and recommended _____; and

WHEREAS, this Ordinance was duly noticed and presented to the Village Commission in two readings, with second reading conducted as the required public hearing on _____, 2024; and

WHEREAS, the Mayor and Commission find that this Ordinance is in the best interest of the public health, safety, and welfare of the Village's residents and visitors.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:[1]

Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 1. Amending Chapter 8 of the ULDC. That Chapter 8, "Zoning" of the ULDC of North Bay Village, Florida, is hereby amended to read as set forth in Exhibit A attached hereto and incorporated herein.

Section 2. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3. Codification. That it is the intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 4. 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 5. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2024.

PASSED AND ADOPTED on second reading on the _____ day of_____ _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

[1] Coding: ~~Strikethrough words~~ are deletions to the existing text. Underlined words are additions to the existing text. Changes between first and second reading will be indicated with ~~double strikethrough~~ and double underline.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:
Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andrew Rotondaro _____
Commissioner Rachel Streitfeld _____

Chapter 8 – ZONING

* * *

DIVISION 2. – APPLICATION OF DISTRICT REGULATIONS

* * *

§ 8.10 – District regulations

* * *

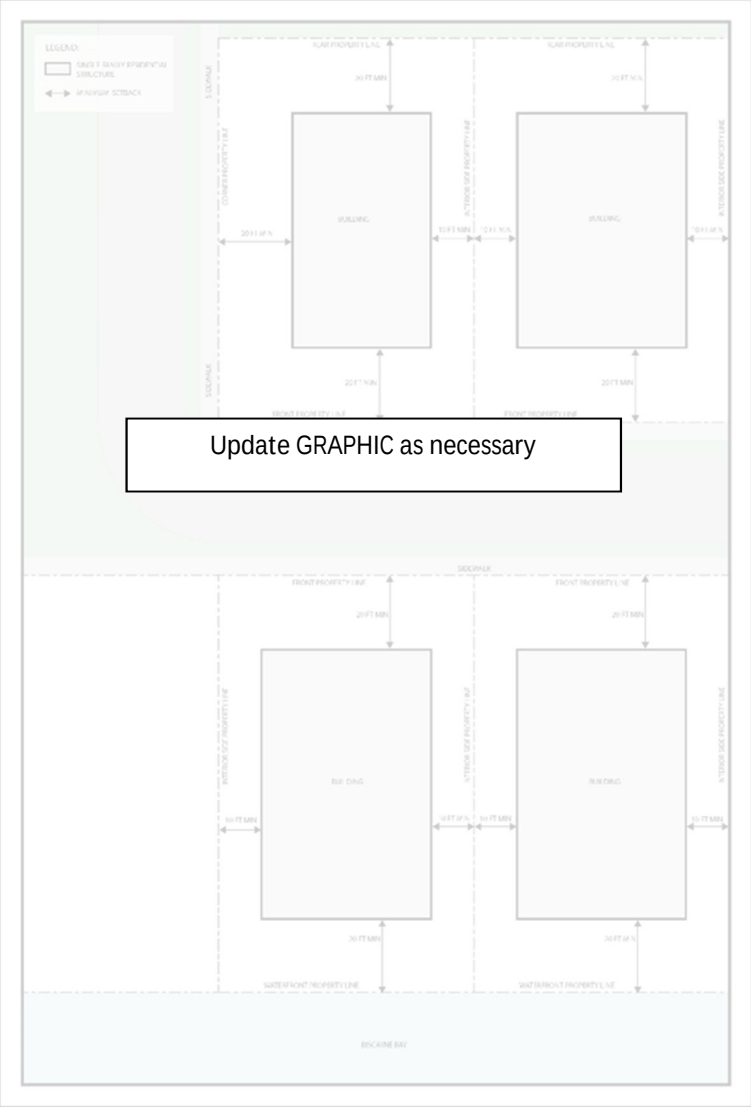
B. RS-2 Medium Density Single-Family Residential District.

1. Purpose and intent.

The purpose of this District is to provide for medium-density single-family residential development in a relatively spacious setting, together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible.

2. Uses permitted.
   (a) *Single-Family Residential Dwellings*.
   (b) Duly licensed *Home-based Businesses* pursuant to Section 559.955, Florida Statutes.
   (c) *Accessory Uses* and *Structures* per *Section 8.16.A*.
3. Use exceptions as may be approved under *Section 8.11.*
4. Prohibited uses.
   a. All other uses not specifically or provisionally permitted herein.
5. Site development standards.
   a. Minimum lot size:
      (1) Area—6,000 square feet
      (2) Frontage—60 feet
      (3) Refer to subsection 5.f. below for lot area incentive.
   b. Minimum yard setbacks:

Setback	Distance (Feet)
Front	20
Side (corner)	15
Side (interior)	~~7½~~7.5
Rear	~~15~~ 20
Waterfront	25



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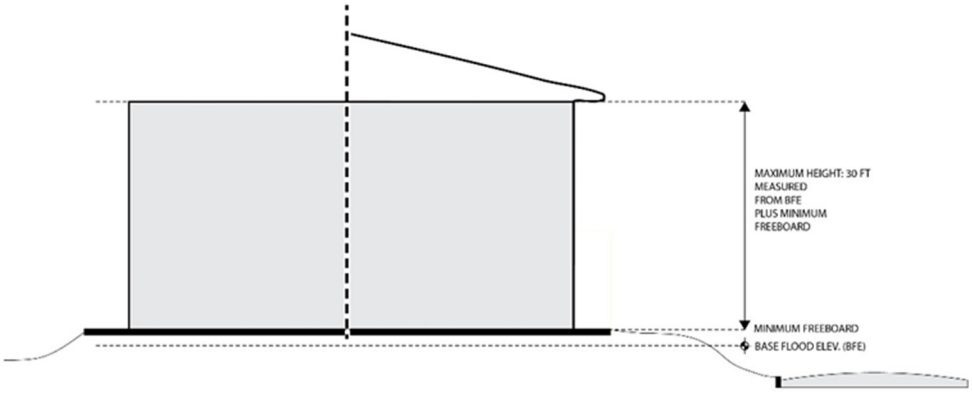
c. Maximum building height:

(1) ~~Three stories, not to exceed 35 feet above grade.~~ Maximum building height shall not exceed 30 feet above *Base Flood Elevation (BFE)* plus minimum freeboard. Where a *Structure* is elevated pursuant to *subsection 10.5.B.*, the ground level below the first elevated floor shall be designed in accordance with the requirements of *subsection 8.10.B.5.e.*

(2) Privacy between neighboring residential units should be maintained by placing and orienting windows of second floors so that they do not face directly opposite windows in adjacent units.



d. ~~Minimum floor area:~~

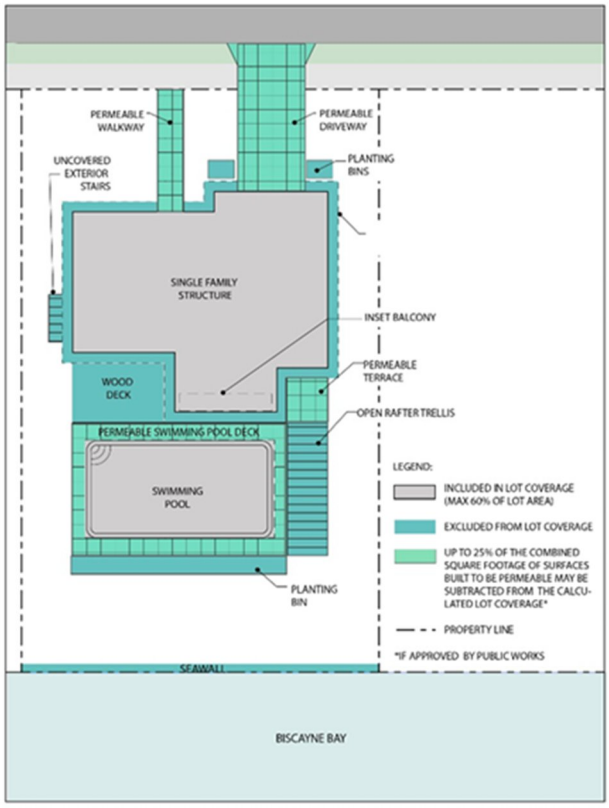
~~(1) One story - 1,500 square feet~~

~~(2) Two story - 2,000 square feet~~

Lot coverage:

(1) Maximum lot coverage – 55% of the total *Lot Area*.

(2) *Pervious Areas*: Up to 25% of the combined square footage of all parking areas, driveways, walkways, patios, and terraces built with permeable materials may be subtracted from the maximum calculated impervious coverage on a lot, if approved by the *Director of Public Works* (or designee), based on the porosity of the material used, and the amount (percent) of annual rainfall that will pass through the material.



(3) *Green Space*: A minimum of twenty percent (20%) of the total *Lot Area* shall be maintained as unobstructed Green Space and shall be landscaped. A minimum of forty percent (40%) of the *Front Yard* area shall be Green Space. For regulations relating to driveways/parking area and impervious area

allowed in the Front Yard of single-family residential properties, refer to *Sec. 9.3.E.2.c.*

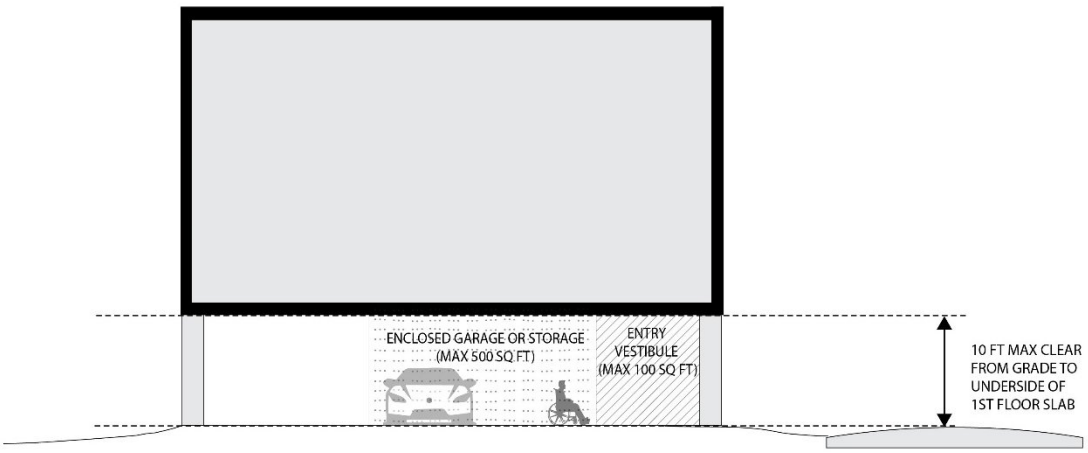
e. Understory Area. The clearance of an *Understory* created by elevating a single-family residential building in accordance with *subsection 10.5.B*. shall not exceed ten (10) feet, measured from *Grade* to the underside of the first-floor slab. Only the following *Accessory Uses* shall be allowed in the Understory space:

(1) Unenclosed parking.

(2) Vestibule to the living area by means of a stairway or elevator, not to exceed 100 square feet in area. No other habitable space is permitted.

(3) Enclosed garage or storage space not to exceed 500 square feet, provided that the walls are designed so as not to impede the flow of water and the space is unfinished and unpartitioned.

(4) The perimeter of an understory space may be visually screened with landscape material selected, installed, and maintained in accordance with the landscaping standards of *Division 4, Landscaping*, of this ULDC, and *Chapter 18A* of the Miami-Dade County Landscaping Code.



f. Lot area incentive: A property with a Lot Area of at least 13,500 square feet and a Lot Frontage of at least 120 feet, shall be permitted a maximum building Height of 36 feet above *Base Flood Elevation (BFE)* plus minimum freeboard, and a maximum *Lot Coverage* of 60% of the Lot Area, subject to the following minimum setback requirements:

Setback	**Distance (Feet)**
Front	20
Side (corner)	20
Side (interior)	15

Rear	25
Waterfront	25

[placeholder for new graphic]

* * *

§ 8.16 – Supplemental use regulations.

A. *Accessory uses and structures.*

The following accessory uses and structures shall be permitted when such uses or *Structures* are ancillary, in connection with, and incidental to, the *Principal Use* or structure allowed within the *Zoning District* in which the principal use or structure is located.

* * *

(5) In the RS-1 and RS 2 districts, ~~In addition to the above,~~ the following shall be permitted ~~in the RS-1 district~~:

(a) Rooftop decks and terraces, not exceeding a combined surface area of 25% of the enclosed floor area immediately one floor below or 400 square feet, whichever is greater, and set back at least 10 feet from each side of the structure's exterior outer walls, when located along a side elevation not facing a street, and from the rear elevation for non-waterfront lots. Rooftop decks and terraces shall meet the requirements of *Subsection 8.17.G.* and *Section 9.21*.

(6) In the RS-1 and RS-2 districts, the following shall also be permitted:

(~~b~~a)Rooftop enclosures no more than 200 square feet in area, excluding the enclosed square footage dedicated to an interior staircase or elevator shaft. The enclosure shall be located as close to the center of the roof as possible and be visually recessive such that it does not become a vertical extension of exterior building elevations as viewed from any property line as demonstrated by a ~~line sight~~ sightline diagram and shall meet the height restrictions of *Subsection 8.17.G.7.* Rooftop enclosures shall not have interior plumbing or kitchen facilities.

* * *

65-year-old man burned in Miami house fire. First responders let out of the hospital

BY OMAR RODRÍGUEZ ORTIZ
orodriguezortiz@miamiherald.com



Four people were hospitalized, including two police officers and a firefighter, after the fire.



Miami Fire Rescue

The fire broke out on Thursday at 3691 NW 16th St. in Miami.

A 65-year-old man, two police officers and a firefighter were hospitalized early Thursday morning after a fire partially burned a house east of Miami International Airport, according to authorities.

The police officers and the firefighter were discharged hours later but the 65-year-old resident remained hospitalized.

Around 12:30 a.m., two Miami police officers arrived at a burning single-story house, 3691 NW 16th St., in Grapeland Heights.

"They went in but the smoke and fire were too strong," said Officer Michael Vega, a Miami police spokesman. "So they went to the back and used a fire extinguisher and a hose to try to gain access."

When fire crews arrived, residents told first responders that a family member was still inside, said Miami Fire-Rescue Lt. Pete Sanchez.

Firefighters found the 65-year-old man on the floor in the back of the house and took him to safety. He was taken to Jackson Memorial Hospital in serious condition with first and second-degree burns on 30% of his body.

Two Miami police officers who entered the house to aid the family inhaled smoke and were taken to the same hospital in stable condition. The firefighter was hospitalized "for an evaluation."

Firefighters were able to extinguished the flames within minutes.

Four people were displaced and no longer have a home, Sanchez said. The American Red Cross is helping coordinate emergency aid.

The cause of the blaze is being investigated.

Omar Rodríguez Ortiz: 305-376-2218, @Omar_fromPR

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MAY 15, 2024 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.13 OF THE UNIFIED LAND DEVELOPMENT CODE TO IMPLEMENT ADDITIONAL PROCEDURES FOR AWARD AND TRANSFER OF DENSITY RIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

PARTICIPATE IN THE MEETING VIA ZOOM: **MEETING ID: 831 0914 6526** **PASSCODE: 188531**
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST 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.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC
VILLAGE CLERK

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MAY 14, 2024 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 8, "ZONING," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) RELATING TO THE RS-2 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT ON TREASURE ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING WITH CONDITIONS A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) FOR 7940 NBV PARTNERS, LLC, TO BUILD A TEMPORARY SALES CENTER/MARKETING OFFICE ON PROPERTY LOCATED AT 7940 WEST DRIVE, AS LEGALLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID: 872 2955 2882** **PASSCODE: 617911**
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST 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.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Vice Mayor Chervony

SUBJECT: A Resolution Calling for a Special Election on November 5, 2024 Relating to the Charter Review Board's Proposals - Village Attorney Haydee Sera (Sponsored by Vice Mayor Dr. Richard Chervony)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING A SPECIAL ELECTION ON TUESDAY, NOVEMBER 5, 2024 FOR THE PURPOSE OF SUBMITTING CHARTER AMENDMENTS TO THE VILLAGE'S ELECTORATE; PROVIDING REQUISITE BALLOT LANGUAGE; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR COPIES; PROVIDING FOR CHARTER AMENDMENT ELECTION PROCEDURES AND RELATED DETAILS; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

Charter Review Board's Final Report and Recommendations

The Charter Review Board's Final Report and Recommendations (the "Report") is respectfully submitted for the Commission's consideration. The Report, which is attached to this agenda item, includes general information about the Board, as well as:

- 10 proposed ballot questions to be included in the November 5, 2024 election;
- minutes of all of the Board's meetings (Exhibit A to the Report); and
- proposed Charter amendments set forth in a ~~strikethrough~~ and underline format of the Village Charter (Exhibit B to the Report).

Action to be taken by Village Commission:

It is recommended that the Village Commission:

- review the Board's Report;
- discuss which proposals should be submitted to the electorate; and
- adopt the proposed Resolution calling for the November 5, 2024 election, which Resolution will set forth the proposed Charter amendments and ballot questions. (Note: it is recommended that the Board's proposed amendment for Section 9.07 be updated from the language included in Exhibit B of the Board's Report to be as reflected in Exhibit A of the proposed Resolution. As such, proposed ballot question #8 has also been updated).

If the Commission wishes to modify or add proposed Charter amendments, it may do so.

Friday, July 26, 2024 is the deadline set by the Miami-Dade County Supervisor of Elections to submit proposed Charter amendments to be included on the November 5, 2024 election.

For reference, the following background information is attached for the Commission's consideration of the Board's proposals:

- Attachment: Salary Analysis by Village Attorney's Office
- Attachment: 2018 Miami-Dade County Commission on Ethics Report on Elected Officials Compensation
- Attachment: Memo from Village Attorney to Charter Board relating to sample Debt Caps from Key Biscayne and Cutler Bay and applicability in NBV
- Attachment: Case Law: *City of Miami v. Gabela*, 48 Fla. L. Weekly D2146 (Fla. 3d DCA Nov. 7, 2023)

Other November 5, 2024 Election Matters

In addition to any proposed Charter amendments, on November 5, 2024, the Village's electorate will vote for Mayor, North Bay Island Commissioner, and Treasure Island Commissioner.

If the Commission wishes to add other, non-Charter related questions to the November 5, 2024 ballot (e.g., a ballot question for approval of a general obligation bond), it may adopt a separate resolution providing for the relevant questions. However, the Village must seek permission from the County's Supervisor of Elections to add any such items.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Legal fees of $60,000 have been budgeted for the Charter Review process during the 23-24 FY. Additional expenses may be incurred for notices/advertising, cost of election, etc.

PERSONNEL IMPACT

Village Attorney and Clerk will work on election and post-election matters related to the proposed Charter Amendments.

ATTACHMENTS

2024 Charter Review Board Report.pdf
Exhibit A to CRB Report - CRB All Approved Minutes 4.2.24.pdf
Exhibit B to CRB Report - Proposed Charter Amendments.pdf
Research on Compensation of Elected Official Salaries.pdf
MDCCEPT 2018 Compensation Report 1-18.pdf
Memo - Section 3.02 - Expenditures and Borrowing.PDF
Case Law - Miami v Gabela - Residency Qualifications.pdf
Resolution Calling SERelating to Charter Amendments.DOC
Exhibit A to Resolution - Proposed Charter Amendments.pdf

NORTH BAY VILLAGE
EST. 1945

2024 Charter Review Board

Final Report and Recommendations

Introduction

Section 10.01(A) of the Charter of North Bay Village (the "Village") mandates that the Charter be reviewed six years from November 8, 2000 and each sixth year thereafter by an advisory Charter Review Board (the "Board") appointed by the Village Commission with a minimum of five members with at least one representative from each island.

Section 10.01(A) of the Village Charter further provides that any proposed revisions to the Charter must meet the approval of the qualified electors of the Village at an election to be held at the same time as the regularly scheduled municipal Commission election immediately following each sixth year Charter review.

On November 9, 2023, the Village Commission adopted Resolution No. 2023-145, appointing seven voting and one nonvoting Commission Liaison to the Board to review the Village's Charter in preparation for the regularly scheduled municipal election occurring on Tuesday, November 5, 2024.

The Board

The following residents were appointed to the Board:

Member	Seat Represented
Paul C. Jacob	Harbor Island
Kip Dugal	North Bay Island
Helena Gil	Treasure Island
Indira Shakti	At-Large
Eddie Lim	At-Large
Alisha Graham	At-Large
Sherry Abramson	At-Large
Dr. Richard Chervony	Commission Liaison (Non-Voting Member)

Mr. Dugal served as Chair and Ms.Shakti served as Vice Chair.

The Board's work was assisted by the Village Attorney's Office led by Haydee S. Sera, Esq. of Weiss Serota Helfman Cole & Bierman, P.L., Village Clerk Alba L. Chang, CMC, and Village Manager Dr. Ralph Rosado, AICP.

Meetings

The Board met on the following dates in the Village Commission Chambers:

- Monday, December 4, 2023
- Monday, January 8, 2024
- Monday, February 5, 2024
- Thursday, February 15, 2024
- Monday, March 4, 2024

The Board meetings were held in the Village Commission Chambers at Village Hall at 1666 Kennedy Causeway and were properly noticed, open to the public, and streamed live.

Minutes of the meetings are attached hereto as ***Exhibit A.***

PROPOSED AMENDMENTS

The Board proposed various amendments to the Village Charter. The proposed amendments are set forth in a ~~strikethrough~~ and underline format of the Village Charter attached hereto as ***Exhibit B***.

The Board proposes that the below questions be submitted to the Village's qualified electors at the November 5, 2024 election. The Board recognizes that the proposed amendments and questions will be considered by the Village Commission and may be subject to further revision.

1. CONSUMER PRICE INDEX COMPENSATION ADJUSTMENT

The Village Charter provides that the Mayor be compensated $7,800 per year and that each Commissioner be compensated $6,300 per year. It is proposed that the Charter be amended to provide that this compensation shall be increased, but not decreased, by the Consumer Price Index (CPI) annually.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

2. PUBLIC NOTICE REQUIREMENTS

The Village Charter provides that certain public notices be published in a newspaper of general circulation. It is proposed that the Charter be amended to provide that notice may alternatively be provided as otherwise permitted by Florida law, including on a publicly accessible website, provided that the cost of web advertising is less than newspaper advertising and the web publication conforms in other respects to State and Village law.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

3. NOTICE PRIOR TO REMOVAL OF THE VILLAGE MANAGER

The Village Charter provides that the Village Commission may remove the Village Manager by a minimum of three votes in favor of removal. It is proposed that before the Village Manager may be removed without cause, at least two public meetings at least 48 hours apart must be held where the Village Manager's removal is approved by a majority of the Village Commission at each meeting.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

4. EMPLOYEES OF THE VILLAGE CLERK'S OFFICE

The Village Charter provides for the Village Clerk to report directly to the Village Commission. The Charter is silent as to who has responsibility for other personnel in the Clerk's office. It is proposed that the Charter be clarified to give the Clerk responsibility for all personnel within the Clerk's office.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

5. CONTINUOUS RESIDENCY REQUIREMENT

Shall the Charter be amended to provide that candidates for Mayor and Commission must reside in the Village or the respective island for a continuous period of not less than one year immediately prior to the date of the subject candidate's initial filing of qualifying papers?

[ ] Yes

[ ] No

6. QUALIFYING PERIOD

The Village Charter provides that the qualifying period for elections be set by the Village Commission. It is proposed that the Charter be amended to set forth within its text that there be a 10-business day qualifying period beginning no earlier than noon on the third Monday of July and ending no later than noon on the second Friday thereafter.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

7. FORM OF NOMINATING PETITION

The Village Charter provides the form of the nominating petition for candidates for Mayor and Commission. It is proposed that the Charter be amended to require that the form of nominating petition include the signer's date of birth or voter registration number.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

8. TREASURE ISLAND ZONING

It is proposed that the Village Charter be amended to provide that the zoning of properties on Treasure Island that are currently zoned as RS-2 shall remain as single-family and be prohibited from being rezoned to other than single-family zoning.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

9. LIMIT ON VILLAGE DEBT

The Charter provides that expenditures for real property acquisition and capital projects shall not exceed 20% of the Village's total operating budget, unless approved by referendum. Shall the Charter be amended to instead provide for a debt limit of the greater of 3% of the total assessed value of all property within the Village or the amount which would cause annual debt service to equal 15% of general fund expenditures for the previous fiscal year?

[ ] Yes

[ ] No

10. CHARTER NON-SUBSTANTIVE AND TECHNICAL UPDATES

It is recommended that the Village Charter be amended to strike provisions that are obsolete or are in conflict with state law and to reflect non-substantive stylistic and technical changes, along with any amendments needed for conformity, implementation and consistency of Charter amendments.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

North Bay Village
Charter Review Board Certification

The members of the North Bay Village Charter Review Board, duly appointed by the Village Commission on November 9, 2023, hereby deliver to the Honorable Mayor and Members of the Village Commission of North Bay Village, Florida, the Charter Review Board's Final Report and Recommendations prepared pursuant to Section 10 of the Village Charter.

Respectfully submitted March 4, 2024.

/s/ Kip Dugal
Kip Dugal, Chair
Indira Shakti, Vice Chair
Sherry Abramson
Helena Gil
Alisha Graham
Paul C. Jacob
Eddie Lim

Attest:

/s/ Alba L. Chang
Alba L. Chang, CMC, Village Clerk

NORTH BAY VILLAGE

CHARTER REVIEW BOARD MEETING MINUTES

DECEMBER 4, 2023 | 6:00 PM

1666 Kennedy Causeway #101 North Bay Village, FL 33141

Meeting ID: 814 0447 2380 | Passcode: 795449

1. OPENING ITEMS

A. Call to Order

The Regular Meeting of the Advisory Charter Review Board was called to order in the Commission Chambers at 6:00 P.M.

B. Roll Call

Board Members:

Sherry Abramson
Kip Dugal
Helena Gil
Alisha Graham
Paul Jacob
Eddie Lim
Indira Shakti

Board Liaisons

Dr. Richard Chervony, Vice Mayor (Commission Liaison)
Alba L. Chang, Village Clerk
Haydee Sera, Village Attorney

2. NEW BUSINESS

2A. An Introduction to the Charter Review Board

o Duties of Charter Review Board
o Review of Proposed Meeting Schedule

Village Attorney Sera explained the process for reviewing the Village Charter; discussed the Board's role in reviewing and assessing the Village Charter, and subsequently vote on amendments for recommendation to the Village Commission.

At this time the Board Members introduced themselves to each other and shared their background.

2.B Selection of a Chair

ACTION: Board Member Shakti made a motion to Nominate Paul Jacob as the Board Chair. Mr. Jacob declined the nomination due to work obligations.

ACTION: Board Member Lim made a motion to nominate Kip Dugal as Chair. Board Member Graham seconded the motion, and it passed by unanimous voice vote.

2.C Selection of a Vice Chair

ACTION: Board Member Lim made a motion to nominate Board Member Shakti as Vice Chair. Board Member Jacob seconded the motion, and it passed by unanimous voice vote.

Village Clerk Chang performed the oath of office to the Charter Review Board.

2.D Review of Public Records, Sunshine, and Ethics Laws

Village Attorney Sera provided a brief overview of public records, Sunshine, and ethics laws.

3. PUBLIC COMMENTS

Pilar Somoza, 7510 Miami View Dr.

Marlee Brody, 1301 Miami View Dr.

It was the consensus of the Board to approve the proposed meeting dates as presented by Staff.

4. NEXT BOARD MEETING - Monday, January 8, 2024

Vice Mayor Chervony announced the next Board meeting will be held on January 8, 2024.

5. ADJOURNMENT

There being no further business to discuss the meeting was adjourned at 6:43 P.M.

Kip Dugal,
Chair

Respectfully Submitted,

Alba L. Chang
Village Clerk

NORTH BAY VILLAGE

CHARTER REVIEW BOARD MEETING MINUTES
JANUARY 8, 2024 | 6:00 PM
1666 Kennedy Causeway #101 North Bay Village, FL 33141
Meeting ID: 898 3203 3824
Passcode: 816412

1. OPENING ITEMS

A. Call to Order

The Regular Meeting of the Advisory Charter Review Board was called to order in the Commission Chambers at 6:02 P.M.

B. Roll Call

Board Members:
Sherry Abramson arrived late at 6:18 p.m.
Kip Dugal
Helena Gil
Alisha Graham
Paul Jacob
Eddie Lim
Indira Shakti

Board Liaisons
Dr. Richard Chervony, Vice Mayor (Commission Liaison)
Haydee Sera, Village Attorney
Ralph Rosado, Village Manager
Alba L. Chang, Village Clerk

2. NEW BUSINESS

2.A Approval of the December 4, 2023, Meeting Minutes

ACTION: Chair Dugal made a motion to approve the meeting minutes. Board Member Graham seconded the motion, and it passed by unanimous voice vote.

2.B Discussion and Review of the Village Charter

Village Attorney Haydee Sera stated that her recommendations pertained to meeting notices. Certain sections in the Charter mandate the Village to advertise in a general circulating newspaper.

The following sections received no comments or suggestions during the meeting:

- Legislative History
- Preamble
- Definitions
- Citizen's Bill of Rights (this section mirrors the County Bill of Rights)
- Article I – Creation
- Article II Corporate Limits

Article III – Village Commission
§3.04 Compensation

Board Member Lim proposed a change to the compensation of the Village Commission.

ACTION: Board Member Lim made a motion to increase the Commission compensation to:

- $2,000 for Commissioner a month ($24,000 annually)
- $3,000 for Mayor a month ($36,000 annually)

Board Member Graham seconded the motion.

The Board requested staff to provide information on the salaries of elected officials in surrounding cities.

ACTION: Chair Dugal made a motion to table the current motion to increase the Village Commission Compensation to the next meeting. Board Member Jacobs seconded the motion, and it passed by unanimous voice vote.

Section 3.02 C - 20% of Operating budget.
Section 3.02 D – Waiver of Referendum

Board Member Jacobs made a motion for Staff to conduct research and review best practices observed in other cities. He further recommended exploring a tiered option for specific matters and emphasized the need for clarification on what would constitute an emergency.

Vice Chair Shakti seconded the motion, and the motion passed by unanimous voice vote.

3.06 – Advertising of Notices
Board Member Jacobs suggested that the Charter refer to online publication.

Village Attorney Sera highlighted the recent changes in State Law, allowing for online publication. She proposed that notices be provided in accordance with Chapter 50 of the Florida Statutes.

The consensus among attendees was to incorporate the recommended changes to align with state law.

3.02 E – Sale and Lease of Real Property.
Board Member Abramson proposed that any future agreements or licenses for Village-owned property should necessitate a referendum. Subsequently, a discussion ensued regarding the formulation of criteria to determine the circumstances under which a voter referendum would be triggered, specifically addressing the types of property that can be leased or used.

There was a consensus among the Board for the Village Attorney to provide language for the inclusion of long-term leases/licenses pertaining to Village-owned property.

Village Attorney Sera clarified that the presence of the Miami-Dade County Fire Department at Village Hall is permitted by Charter (§3.04) because it qualifies as a government agency.

ACTION: Board Member Abramson made a motion to include licenses and operation agreements in Section 3.02 E for a duration exceeding 10 years, or alternatively, include a specified percentage. Board Member Graham seconded the motion, and it passed by unanimous voice vote.

§ 3.08 B – *Emergency Ordinances*
Board Member Jacobs proposed an update to the Village Charter to align with meeting procedures. The suggestion was to publish ordinances one week before a meeting.

3.09 E - *Meeting Time limits*
Vice Chari Shakti emphasized the need for a meeting time cap as she felt that the public would not be available during the late hours of the evenings.

Village Attorney Sera clarified that the Village Commission adopted a Resolution outlining meeting procedures. According to this resolution, agendas and supporting documents for Commission Meetings must be published one week before the meeting. Additionally, the resolution grants the Village Commission the discretion to extend meeting time as needed.

3. PUBLIC COMMENTS

- Pilar Somoza - 7510 West Drive
- David Mendenhall - 7510 West Drive

4. NEXT BOARD MEETING – February 5, 2024, at 6:00 PM

5. ADJOURNMENT

Chair Dugal made a motion to adjourn the meeting. Vice Chair Shakti seconded the motion, and it passed by unanimous voice vote.

There being no further business to address meeting was adjourned at 7:41 p.m.

Kip Dugal,
Chair

Respectfully Submitted,

Alba L. Chang
Village Clerk

NORTH BAY VILLAGE

CHARTER REVIEW BOARD MEETING MINUTES
FEBRUARY 5, 2024 | 6:00 PM
1666 Kennedy Causeway #101 North Bay Village, FL 33141
Meeting ID: 822 8051 9005 | Passcode: 200115

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1. OPENING ITEMS

A. Call to Order

The regular meeting of the Charter Review Board was called to order in the Commission Chambers at 6:05 p.m.

B. Roll Call

Board Members:
Sherry Abramson
Kip Dugal
Helena Gil
Alisha Graham
Paul Jacob
Indira Shakti

Absent
Eddie Lim

Board Liaisons
Dr. Richard Chervony, Vice Mayor (Commission Liaison)
Haydee Sera, Village Attorney
Ralph Rosado, Village Manager
Alba L. Chang, Village Clerk

2. APPROVAL OF MINUTES

2.A Approval of the January 8, 2024 Meeting Minutes

ACTION: Chair Dugal made a motion to approve the meeting minutes. Board Member Jacob seconded the motion, and it passed by unanimous voice vote.

3. UNFINISHED BUSINESS

3.A Update and Review of Sections 3.02 - 3.04 of the Village Charter

Village Attorney Haydee Sera stated that per the Board's request, Staff conducted research regarding the salaries of the Village Commission.

Further information was gathered on borrowing and expenditure practices in other cities.

Discussion ensued regarding Section 3.02 of the Village Charter concerning borrowing.

Village Attorney Sera provided research findings from Key Biscayne and the Town of Cutler Bay, highlighting their debt cap requirement in their Charters. Notably, the current Village Chapter addresses expenditure rather than debt cap.

The Village Code mandates a 20% general fund reserve, as specified in Section 35.22 of the Village Code.

Mr. Jeff De Carlo expressed that he had not encountered a provision like this before, suggesting that limiting the Village's debt may be more appropriate than imposing a spending cap.

He explained that Both Charters (Key Biscayne and Town of Cutler Bay) stipulate that the total debt should not exceed 1% of the property as certified by the Miami Dade County Property Appraiser. Figures regarding the assessed value and potential impact will be provided by the next meeting.

Discussion continued regarding defining debt service and the need for clarity within the Village's Charter.

Chair Dugal raised questions regarding Section 3.02 A-B, pondering if the 20% could serve as the debt cap.

There was a brief discussion on the different types of debts, such as General Obligation bonds requiring voter approval, while others, like water and sewer debt, may not require a referendum. There was a comparison with other cities, highlighting the potential for a recommendation to establish a debt limit or amend it through an ordinance.

Village Attorney Sera stated that the Board will need to guide goals and objectives as it relates to the section.

Update on Section 3.02 E – Sale and Lease of Municipal Property

Ms. Sera conducted initial research and will provide more information at the next meeting. It was noted that while the City of South Miami has a similar language, they did not require a referendum.

Board Member Jacob expressed concerns regarding the Board's purview in recommending matters that have already been approved by the Village Commission.

- *Update on Section 3.04 Compensation*

At the last Board Meeting Board Member Lim provided a recommendation to raise the salaries for elected officials.

The Village Clerk presented data from the 2018 Ethics Commission survey and an informal survey from neighboring municipalities. Chair Dugal highlighted that Village elected officials' compensation was last been adjusted in 2006.

During the January 8th Board Meeting Board Member Eddie Lim proposed the following salary.
$36,000 for Mayor
$24,000 for Commissioners

Board Member Jacob suggested a cost-of-living increase (COLA) but expressed concerns about voter approval, citing the Village's Manager-Commission form of government.

Village Attorney Sera mentioned that the Board could propose to voters that the salary be established by ordinance, potentially set by the Commission.

Board Member Abramson expressed concern about potential conflict.

Vice Mayor Chervony highlighted the benefit of Commissioners joining the health benefit plan at individual cost, emphasizing their commitment to community improvement.

Board Member Graham inquired about the last approved salary amounts.

Vice Chair Shakti proposed setting a percentage of the general fund amount. She noted that the adopted budget allocates 0.04% of the budget to Village Commission salaries.

Village Attorney Sera referenced the last failed ballot question from 2018 on the proposed compensation as follow:
$9,000 for Commissioners
$10,500 for Mayor

She recommended providing both a specific number and/or a percentage in the budget with a cap. The percentage would need to be determined.

Board Member Jacob proposed any increase in compensation could be based on the adopted budget, specifically out of the Commission budget and the increase could not exceed $500 annually.

Vice Chair Shakti emphasized that salaries should not fall below the current adopted salary.

The minimum salary should not go below the current rate, and the increase should not exceed $500 annually.

4. DISCUSSION ITEMS

4.A Discussion and Review of the Village Charter

*** Article IV. Administrative**
*** Article V. Elections**
*** Article VI. Boards**
*** Article VII Finance and Taxation**
*** Article VIII. Borrowing for Municipal Projects**

4.01 F. Removal of the Village Manager

Board Member Jacob proposed that removing the Village Manager be done in two separate sessions to allow for a cooling period.

ACTION: Board Member Jacobs made a motion to provide a provision that any consideration to remove the Village Manager be discussed in two separate meetings. Board Member Abramson seconded the motion, and it passed by unanimous voice vote.

4.02 - Village Clerk

Village Clerk Chang made a recommendation to include language similar to the Town of Cutler Bay as it relates to staff that work directly with the Office of the Village Clerk.

The Village Clerk shall be responsible for appointing, hiring, promoting, supervising, and removing of all employees of the office of the Village Clerk as authorized by the Village Commission in the annual budget or as otherwise provided by resolution or ordinance.

ACTION: Vice Chair Shakti made a motion to accept the Village Clerk's recommendation and include the suggested language. Board Member Graham seconded the motion, and it passed by unanimous voice vote.

Article V – Elections

Village Attorney Sera stated that residency requirements for the Village Commission mandate that candidates must be residents of their respective islands before submitting their qualifying papers. Recently, there was litigation from the City of Miami concerning residency requirements in the City Charter. Village Attorney Sera recommended including the proposed language as "immediate

and continuous residency" as the intended requirement. The proposal was for candidates to have lived at their residence continuously for one year.

ACTION: Board Member Graham made a motion to accept the Village Attorney's recommendation and include the suggested text to update residency requirements. Chair Dugal seconded the motion, and it passed by unanimous voice vote.

Board Member Jacob suggested a 4-year term for the Mayor so it aligns with all the Commissioners.

There was a discussion on the possible charter amendment of the Mayor term of office.

ACTION: Board Member Jacob made a motion to extend the term of the Mayor to 4 years. Vice Chair Shakti seconded the motion, and it failed on a 2-4 vote.

Qualifying period for General Election

Village Attorney Sera explained the Village's current process of setting the qualifying period is via resolution and it is approved by the Village Commission. She explained other cities have their qualifying period set in their Charter via a calculation such as 75 days prior to but not less than 30 days before an election. It would be the Board's discretion to explore and create a calculation.

ACTION: Board Member Abramson made a motion for staff to explore a formula to set the qualifying period in the Charter for 14 days. Chair Dugal seconded the motion, and it passed by unanimous voice vote.

5.05 - Nominating Petitions

The Village Attorney stated that it is recommended to update the form for the DOB and/or voter registration to be added to the nominating petitions.

ACTION: Board Member Graham made a motion to move forward as recommended and include the date of birth and/or Voter registration number on the nominating petition. Board member Jacob seconded the motion, and it passed by unanimous voice vote.

Section 5.10 Poll Watcher and 5.11 of the Charter.

Staff are recommending the removal of obsolete language and adding provisions to comply with state election laws.

ACTION: Board Member Abramson made a motion to accept staff recommendations and provide language to comply with state law. Board Member Jacob seconded the motion, and it passed by unanimous voice vote.

6.01 - Advisory Boards

There was a discussion on why business owners are permitted to be appointed to the Village advisory Boards.

Board Member Abramson suggested excluding business owners from participating on residents advisory boards.

Board Member Jacob stated that they have more financial interest in the Village. They are only making recommendations.

Village Attorney Sera stated there is no state requirement to have a Civil Service Board. The Charter reads that the Village ***may*** have one. The duties of the Civil Service Board are being handled by the union through the collective bargaining agreement.

ACTION: Board Member Graham made a motion to table the item and bring back the relevant ordinance on advisory boards. Vice Chari Shakti seconded the motion, and it passed by unanimous voice vote.

6.02 Civil Service Board

There was a consensus to leave the section as is and add language for NBV voters.

Board Member Abramson would like clarification that they are registered voters of the Village.

Chair Dugal can the ordinance clarify the provision of registered voters of North Bay Village. Village Attorney Sera responded yes; it can be updated via ordinance.

There were no recommendations for Section 6.02

6.03 Planning and Zoning Board

Chapter 7

There were no recommended changes.

Line 343- Reimbursement of Commissioner's Legal Fees.

Board Member Graham asked how many times that provision has been exercised. She requested to see a report of the last reimbursement. The Village Attorney responded that in the last fiscal year only $50,000 had been budgeted for.

Vice Mayor Chervony stated that in the last 3 years, he has signed checks amounting to $23,000 for legal fees.

Village Attorney clarified that the section is limited to civil actions.

Board Member Graham suggested that the vote be 4/5 for Commission Reimbursement Fees.

There was consensus to table discussion to the next Board meeting.

Vice Mayor Chervony conveyed that a Commissioner had suggested to the Charter Review Board the possibility of putting the potential name change to "Miami Bay Islands" on the ballot.

However, there was no agreement reached to discuss altering the Village's name.

ACTION: Chair Dugal proposed maintaining the Village Name unchanged, a motion seconded by Board Member Abramson, and the motion passed by unanimous voice vote.

5. PUBLIC COMMENTS

Pillar Somoza – 7510 West Drive.

6. NEXT BOARD MEETING - February 15, 2024, at 6:00 p.m.

7. ADJOURNMENT

8.

Chair Dugal made a motion to adjourn the meeting. Vice Chair Shakti seconded the motion, and it passed by unanimous voice vote.

There being no further business to address the meeting was adjourned at 9:01 p.m.

Kip Dugal,
Chair

Respectfully Submitted,

Alba L. Chang
Village Clerk

NORTH BAY VILLAGE
CHARTER REVIEW BOARD MEETING MINUTES
FEBRUARY 15, 2024 | 6:00 PM
1666 Kennedy Causeway #101 North Bay Village, FL 33141
Meeting ID: 833 8735 8336 | Passcode: 056199

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1. OPENING ITEMS

A. Call to Order

The Regular Meeting of the Advisory Charter Review Board was called to order in the Commission Chambers at 6:04 P.M.

B. Roll Call

Board Members:
Sherry Abramson arrived late at 6:18 p.m.
Kip Dugal
Alisha Graham
Paul Jacob

Absent
Helena Gil
Eddie Lim
Indira Shakti

Board Liaisons
Dr. Richard Chervony, Vice Mayor (Commission Liaison)
Haydee Sera, Village Attorney
Ralph Rosado, Village Manager
Alba L. Chang, Village Clerk

2. UNFINISHED BUSINESS

2A Review of Sections 3.02(A-D), Limitations of Powers of the Commission (Acquisition of Real Property; Capital Improvement Projects; Excess of 20% of Current Total Operating Budget; Waiver of Referendum)

Village Attorney Sera addressed the unfinished business from the last Board meeting. Jeff DeCarlo was available to address any questions regarding the commencement of line 265 on the Charter, Section 3.08 a, b, c, regarding the expenditure cap. Ms. Sera asked if the Board intended to establish an expenditure cap. She provided the Code from the Town of Cutler Bay as a reference for how debt caps are calculated.
Chair Dugal suggested moving the item to the next board meeting to allow for feedback from other members.

Board Member Jacobs inquired about the legal implications of removing lines 265-290 of the Charter. The proposal was to replace this section with language similar to that of Key Biscayne and the Town of Cutler Bay.

The Board reached a consensus to defer item 2A to the next Board meeting for further discussion.

2B Review of Section 3.02(E), Limitations of Power of the Commission (Sale and Lease of Real Property)

The Village Attorney updated the Board as requested by Board Member Abramson to include a provision regarding the sale and lease of real property. The legal Team conducted research on other cities' Charters concerning this matter. The Town of Cutler Bay and the Village of Pinecrest require a referendum for any lease exceeding 5 years, while South Miami mandates a supermajority vote for certain leases involving real property.

Line 291-297 (of the Village Charter) pertains to the sale and lease of property, with Section 298 providing language on exceptions.

At the last Board meeting, the Board reference Sections 302-303 recommended extending leases/agreements, but the Board suggested extending beyond concessions agreements and software license agreements, such as agreements with yoga instructors or construction agreements. Board Member Abramson emphasized the need to streamline approval processes, citing concerns over the approval of AFA agreements for 30 years. Village Attorney Sera did *not* recommend making changes to existing provisions, with Chair Dugal recommending maintaining the language as is.

ACTION: Chair Dugal made a motion to maintain the language as is for Section 3.02. Board Member Jacobs seconded the motion, and it passed by a 3-1 poll vote with Board Member Abramson opposed.

2C Review of Section 3.04, Compensation

The Village Clerk conducted a survey of the salaries of elected officials in surrounding cities. The Board proposed a percentage increase with a cap on compensation. However, Village Attorney

Sera expressed concern regarding the percentage increase to the adopted budget. At line 384, the current compensation stands at $6,300 for Commissioners and $7,800 for the Mayor. It was recommended to adjust these figures based on the Consumer Price Index (CPI), suggesting an annual cost of living adjustment without an increase in compensation.

At this time Village Attorney Sera laid the motion taken at the January 8, 2024, Board Meeting made by Board Member Lim and seconded by Board Member Graham to increase the Village Commission as follows:

- $24,000 for Commissioners
- $36,000 for Mayor

Upon poll vote, the motion failed 3-1 with Board Member Abramson, Board Member Graham, Board Member Jacob voting against, and Chair Dugal voting for.

ACTION: Board Member Jacob made a motion to keep the current compensation for elected officials with the following conditions:

- Add an annual cost of living adjustment (COLA).
- Compensation cannot be decreased.

Board Member Abramson seconded the motion, and it passed by unanimous poll vote.

2D Review of Section 6.01, Advisory Boards

During the February 5, 2024, meeting, the Board requested a copy of the ordinance concerning Advisory Boards. Board Member Abramson expressed concerns regarding residents and business owners in the Village. Section 32.08 of the Code specifies that the Planning & Zoning Board must consist of one member from each Island and two at-large members, and they must be registered voters of the Village.

Village Attorney Sera suggested that an ordinance could establish a limit on the number of business owners. No recommendations for changes were put forward.

DISCUSSION ITEMS

3A Discussion and Review of Article X. Charter Amendment and Transition

Village Attorney Sera had no recommendation for this section of the Charter.

3B Discussion and Review of Article IX. General Provisions

Board Member proposed adding language to section 9.07 to permit the existing single-family homes in Treasure Island to retain their current zoning regulations.

ACTION: Board Member Abramson made a motion to recommend a provision for future zoning relating to single-family homes in Treasure Island to retain their zoning regulations for the RS-2 zoning only. Chair Dugal seconded the motion, and it passed by unanimous poll vote.

4. PUBLIC COMMENTS

Pilar Somoza - 7510 West Drive

Mr. Mendenhall - 7510 West Drive

5. NEXT BOARD MEETING - March 4, 2024

Vice Mayor Chervony provided clarification on comments made during the previous Board Meeting regarding the Village's expenses for rebranding. It was clarified that the cost incurred for the rebranding amounted to $5,000. This cost was specifically allocated for the creation of the Seal, logo, and stationery as part of the rebranding process.

6. ADJOURNMENT

There being no further business to discuss the meeting was adjourned at 7:27 p.m.

Kip Dugal,
Chair

Respectfully Submitted,

Alba L. Chang
Village Clerk

NORTH BAY VILLAGE
CHARTER REVIEW BOARD MEETING MINUTES
MARCH 4, 2024 | 6:00 PM
1666 Kennedy Causeway #101 North Bay Village, FL 33141
Meeting ID: 826 2341 5675 | Passcode: 040778

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1. OPENING ITEMS

A. Call to Order

The Regular Meeting of the Advisory Charter Review Board was called to order in the Commission Chambers at 6:05 P.M.

B. Roll Call

Board Members:
Sherry Abramson (Joined via Zoom)
Kip Dugal
Helena Gil
Eddie Lim
Indira Shakti

Absent
Alisha Graham
Paul Jacob

Board Liaisons
Dr. Richard Chervony, Vice Mayor (Commission Liaison)
Haydee Sera, Village Attorney
Ralph Rosado, Village Manager
Alba L. Chang, Village Clerk

2. APPROVAL OF MINUTES

2.A Approval of the Following Meeting Minutes:

*** February 05, 2024 - Charter Review Board**
*** February 15, 2024 - Charter Review Board**

ACTION: Chair Dugal made a motion to approve the February 5, 2024, meeting minutes as presented. Vice Chair Shakti seconded the motion, and it passed by unanimous voice vote.

ACTION: Chair Dugal made a motion to approve the February 15, 2024, subject to the following correction:

Correction of Page 3 of the meeting minutes, the vote taken for Item 2C (Compensation) shall be corrected to reflect that Chair Dugal voted in favor of the proposed amendment.

Vice Chair Shakti seconded the motion, and it passed by unanimous voice vote.

3. UNFINISHED BUSINESS

3.A Review of Sections 3.02(A-D), Limitations of Powers of the Commission (Acquisition of Real Property; Capital Improvement Projects; Excess of 20% of Current Total Operating Budget; Waiver of Referendum)

Village Attorney Sera clarified lines 271-301 of the Village Charter would be new language to mirror the language from the Village of Key Biscayne.

The Town of Cutler Bay language provides a cap amount of 3% for discussion purposes. The Village's existing language was not clear, it was recommended to clarify to debt unless it's approved by the Village Commission. The total debt should not exceed the annual 3% of the total assessed value of all property or 15% of the general fund expenditures for the fiscal year.

Jeff De Carlo clarified that a 1% cap would equate to $14.5 Million and suggested excluding the $60 Million debt that voters have already authorized. Village Attorney Sera explained that not excluding voted debt would already reach the debt cap proposed. The proposed language also excludes general obligation debt, as outlined in line 293 under the definitions of debt.

4. DISCUSSION ITEMS

4.A Discussion and Review of the Final Report and Recommendations on the Proposed Charter Amendments

Village Attorney Sera presented a comprehensive overview of the final report, including the Charter Review Board meeting minutes, suggested language revisions, and ballot questions.

1. *Compensation adjustments with Consumer Price Index (CPI) adjustment.*

The proposed language, mentioned in line 423 of the report, proposes an adjustment based on the Consumer Price Index (CPI) to allow for potential increases but prohibits any decreases in compensation.

2. Public Notice Requirements

A recent update to Florida State law now permits municipalities to issue public notices on a website that is accessible to the public. The proposed amendment would allow public notices to be posted on a website if the cost of online advertising is lower than that of newspaper advertising.

3. *Notice prior to Removal of the Village Manager*
The proposed amendment would allow for the removal of the Village Manager without cause through two distinct meetings held at least 48 hours apart.

4. Employees of the Village Clerk's Office.
The proposed amendment would provide clarification to give the Village Clerk responsibility for the Clerk's Office personnel.

5. *Residency Requirement*
The proposed amendment would include the words "continuous" and "immediately" in the residency requirements section of the Charter.

6. *Qualifying Period*
The proposed amendment would specify for the qualifying period to be outlined in the Village Charter to be 10 business days.

7. *Form of Nominating Petition*
The proposed amendment would include the date of birth (DOB) or voter registration number to the nominating petition.

8. Treasure Island Zoning
The proposed language would add Treasure Island to Section 9.07 of the Charter to include Treasure Island.

9. Limit on Village Debt
The proposed language would establish a formula for limiting Village Debt.

10. Non-substantive and Technical Updates
The proposed section is being added to rectify any obsolete language or conflicts with State law.

Chair Dugal inquired if the Village could make a publication on the proposed Charter amendments.

Village Attorney Sera explained that State law was recently amended and clarified how the Village can publish the proposed amendments. However, the Village can conduct educational outreach for Village Voters.

Board Member Lim asked for the Board to reconsider the Commission Compensation as follows:

- Commissioners $12,000
- Mayor $24,000

ACTION: Chair Dugal made a Motion to reconsider the Village Commission Compensation Board Member Lim seconded the motion and the motion failed 2-3 by poll vote. Chair Dugal and Board Member Lim voted in favor. Board Member Abramson, Board Member Gil, and Vice Chair Shakti voted against it.

Item 4A - Final Report to the Village Commission

ACTION: Chair Dugal made a motion to approve the Final Report to the Village Commission as presented. Vice Chair Shakti seconded the motion, and it passed by unanimous voice vote.

5. PUBLIC COMMENTS

Pillar Somoza - 7510 Miami View Drive

6. NEXT BOARD MEETING

7. ADJOURNMENT

There being no further business to discuss the meeting was adjourned at 7:10 p.m.

These are the minutes of the last meeting held by the 2024 Charter Review Board. Therefore, these are the official final minutes."

CHARTER OF NORTH BAY VILLAGE[1]

LEGISLATIVE HISTORY

Chapter 23427, Laws of Florida, 1945, originally created the Village of North Bay Island as a municipal corporation in Miami Dade County, Florida. The 1947 session of the Legislature adopted Chapters 24735 and 24736, Laws of Florida, 1947, which appear to be two identical bills amending the original Charter (Chapter 23427, Laws of Florida, 1945) by changing the name of the municipality from "Village of North Bay Island" to "North Bay Village" and otherwise amending the Charter of the municipality. Chapter 26053, Laws of Florida, 1949, provided an amendment, which excluded certain territory, land and water from the corporate limits and jurisdiction of the Municipality of North Bay Village. Chapter 27773, Laws of Florida, 1951, abolished the municipal government of North Bay Village and established, organized and incorporated a new municipal government as the successor to the original municipality. Chapter 29314, Laws of Florida, 1953, provided an amendment to the new Charter, which was established in Chapter 27773, Laws of Florida, 1951. In addition, the 1953 session of Legislature enacted Chapter 29315, Laws of Florida, 1953, providing that the City of North Bay Village should be abolished and the assets and liabilities of the municipality turned over to the Board of County Commissioners of Dade Miami, Florida, subject to a referendum.

This referendum was subsequently held and turned down by the electorate. The 1955 session of the Legislature enacted Chapters 31035 and 31036, Laws of Florida, 1955, which constituted the authority for the city to enact a pension plan and civil service system. At a referendum election on September 15, 1970, held pursuant to Resolution Nos. 2235 and 2236, the name of North Bay Village was changed to "City of North Bay Village." Election results were certified by Resolution No. 2237, copies of which have been filed with the Clerk of the Circuit Court of Dade County, Florida and the Department of State, State of Florida. In 1976, the City Council appointed a charter

[1]Res. No. 2018-75 , § 2, adopted July 30, 2018, election of Nov. 6, 2018, in effect repealed and replaced the former Charter (preamble, definitions, bill of rights, and §§ 1.01, 1.02, 2.01, 3.01—3.09, 4.01—4.04, 5.01—5.15, 6.01—6.03, 7.01—7.07, 8.01, 9.01—9.11, 10.01—10.14) and enacted a new Charter as set out herein. The former Charter derived from Res. No. R91-25, adopted Sept. 16, 1991; Res. No. R91-28, adopted Sept. 16, 1991; Res. No. 92-23, adopted Sept. 15, 1992; Res. No. 92-24, adopted Sept. 15, 1992; Res. No. 98-05, adopted March 10, 1998; Res. No. 2000-41, adopted Nov. 8, 2000; Res. No. 2004-20, adopted April 14, 2004; Res. No. 2004-33, adopted July 13, 2004; Res. No. 2004-34, adopted July 13, 2004; Res. No. 2004-35, adopted July 13, 2004; Res. No. 2004-36, adopted July 13, 2004; Res. No. 2004-38, adopted July 27, 2004; Res. No. 2006-45, adopted Aug. 28, 2006; Res. No. 2008-26, adopted July 30, 2008; Res. No. 2008-27, adopted July 30, 2008; Res. No. 2012-25, adopted July 10, 2012; Res. No. 2012-56, adopted Nov. 16, 2012; Res. No. 2018-59 , adopted July 30, 2018; Res. No. 2018-60 , adopted July 30, 2018; Res. No. 2018-62 , adopted July 30, 2018; Res. No. 2018-64 , adopted July 30, 2018; Res. No. 2018-65 , adopted July 30, 2018; Res. No. 2018-66 , adopted July 30, 2018; Res. No. 2018-67 , adopted July 30, 2018; Res. No. 2018-68 , adopted July 30, 2018; Res. No. 2018-69 , adopted July 30, 2018; Res. No. 2018-70 , adopted July 30, 2018; Res. No. 2018-71 , adopted July 30, 2018; Res. No. 2018-72 , adopted July 30, 2018; and Res. No. 2018-74 , adopted July 30, 2018.

review board to revise the Charter of the city over a one-year period. The board's proposal was returned to the City Council at the end of 1977 and was reviewed by the Council in a series of workshops. After a number of public hearings, which resulted in some changes, the proposed revised Charter was submitted to the electors at a special municipal election in conjunction with the state primary election on October 5, 1978, and was adopted at this referendum election. In 1991, the proposed revised Charter was submitted to the electors at a special municipal election on November 12, 1991, and was adopted at this referendum election. In 1992, the proposed revised Charter was submitted to the electors at a special municipal election on November 3, 1992 and was adopted at this referendum election. In 1998, the proposed revised Charter was submitted to the electors at a special municipal election on May 12, 1998 and was adopted at this referendum election. In 2000, the proposed revised Charter was submitted to the electors at special municipal elections on November 7, 2000, and was adopted at this referendum election. In 2004, after a public hearing, which resulted in some changes, the proposed Charter was submitted to the electors at a general municipal election on November 2, 2004, and was adopted at this referendum election.

(Res. No. 2006-45, Pt. A, 8-28-06, Election of 11-7-06)

PREAMBLE

We the citizens of ~~the~~ North Bay Village, Florida, in order to perfect our municipal government; update, modernize and revise our Charter to make it consistent with the Constitution and Statutes of the United States and the State of Florida; encourage and revitalize citizens' interest and participation in their Village Government; and strengthen and clarify the rights of its citizens, and enable the Village to function smoothly under the proper controls of the ensuing decade, do ordain and establish this Charter.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

DEFINITIONS

The following words, terms and phrases, when used in this Charter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City or Village shall mean North Bay Village, Florida.

Code shall mean the Code of North Bay Village, Florida.

Commission, Commissioner or Commission member shall refer to the five (5) Commission members consisting of a mayor, vice-mayor and three (3) Commissioners.

Gender shall refer to a word importing the masculine or feminine gender and shall extend to and be applied to males and females, equally.

Manager shall refer to the Village Manager of North Bay Village.

Mayor shall refer to the Mayor of North Bay Village.

Ordinance shall mean an official legislative action of the Village Commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

Resolution shall mean an expression of the Village Commission concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the Village Commission.

Village Commission or *Commission* shall mean the Commission of North Bay Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

CITIZENS' BILL OF RIGHTS

This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administrative management, to make government more accountable, and to ensure all persons fair and equitable treatment, the following rights are guaranteed:

Convenient access. Every person has the right to transact business with the Village with a minimum of personal inconvenience. It shall be the duty of the Village Manager and the Village Commission to provide, within the Village's budget limitations, reasonably convenient times and places for required inspections, and for transacting business with the Village.

Truth in government. No municipal official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.

Public records. All audits, reports, minutes, documents and other public records of the Village and its boards, agencies, departments and authorities shall be open for inspection at reasonable times and places convenient to the public, provid~~in~~ged no legal exemptions exist.

Minutes and ordinance register. The Village Clerk shall maintain and make available for public inspection minutes showing the votes of each member on all ordinances and resolutions. Written minutes of all meetings and the ordinance register shall be available for public inspection not later than thirty (30) days after the conclusion of the meeting.

Right to be heard. So far as the orderly conduct of public business permits, any interested person has the right to appear before the Village Commission or any Village agency, board or department for the presentation, adjustment or determination of an issue, request or controversy within the jurisdiction of the Village. Nothing shall prohibit the Village or any agency from imposing reasonable time limits for the presentation of a matter.

Right to notice. Persons entitled to notice of a Village hearing shall be timely informed as to the time, place and nature of the hearing and the legal authority pursuant to which the hearing is to be held. Failure by an individual to receive such notice shall

not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing. Copies of proposed ordinances or resolutions shall be made available at a reasonable time prior to the hearing, unless the matter involves an emergency ordinance or resolution.

Right to public hearing. Upon a timely request of any interested party a public hearing shall be held by any Village agency, board, department or authority upon any significant policy decision to be issued by it which is not subject to subsequent administrative or legislative review and hearing. This provision shall not apply to the Office of the Village Attorney of the Village nor to anybody whose duties and responsibilities are solely advisory.

At any zoning or other hearing in which review is exclusively by certiorari, a party or his counsel shall be entitled to present a case or defense by oral or documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of the facts. The decision of any such agency, board, department or authority must be based upon the facts in the record. Procedural rules establishing reasonable time and other limitations may be promulgated and amended from time to time.

Notice of action and reasons. Prompt notice shall be given of the denial in whole or in part of a request of an interested person made in connection with any municipal administrative decision or proceeding when the decision is reserved at the conclusion of the hearing. The notice shall be accompanied by a statement of the grounds for denial.

Managers' and Attorneys' reports. The Village Manager and Village Attorney shall periodically make a public status report on all major matters pending or concluded within their respective offices, except as to any matters which may be privileged, pursuant to law.

Budgeting. In addition to any budget required by state statute, the Village Manager shall prepare a budget showing the cost of each department for each budget year. Prior to the Village Commission's first public hearing on the proposed budget required by state law, the Village Manager shall make public a budget summary setting forth the proposed cost of each individual department and reflecting the personnel for each, the purposes and the estimated cost of each department.

Adequate audits. An annual audit of the Village shall be made by an independent certified public accounting firm in accordance with generally accepted auditing standards. The independent Village auditor shall be appointed by the Village Commission; both appointment and removal of the independent Village auditor shall be made by the Village Commission. A summary of the results of the independent Village auditor's annual audit, including any deficiencies found, shall be made public. In making such audit, proprietary functions shall be audited separately and adequate depreciation on proprietary facilities shall be accrued so the public may determine the amount of any direct or indirect subsidy.

Representation of public. The Village Commission shall endeavor to provide representation at all proceedings significantly affecting the Village and its residents before state, federal or county regulatory bodies.

The foregoing enumeration of Citizens' rights vests large and pervasive powers in the citizenry of the North Bay Village. Such power necessarily carries with it responsibility of equal magnitude for the successful operation of government in the Village. The orderly, efficient and fair operation of government requires the intelligent participation of individual citizens exercising their rights with dignity and restraint so as to avoid any sweeping acceleration in the cost of government because of the exercise of individual prerogatives, and for individual citizens to grant respect for the dignity of public office.

Remedies for violations. In any suit by a citizen alleging a violation of this Bill of Rights filed in the Miami-Dade County Circuit Court pursuant to its general equity jurisdiction, the plaintiff, if successful, shall be entitled to recover costs as fixed by the court. Any public official or employee who is found by the court to have willfully violated this article shall forthwith forfeit such office or employment.

Construction. All provisions of this article shall be construed to be supplementary to and not in conflict with the general laws of Florida. If any part of this article shall be declared invalid, it shall not affect the validity of the remaining provisions.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

ARTICLE I. CREATION AND POWERS

§ 1.01 Creation.

The Village is hereby created which shall have all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by the state constitution, general law and specific limitations contained herein.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 1.01 was titled Creation and powers of North Bay Village, amended by Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 1.02 Powers.

As granted by the Municipal Home Rule Powers Act (§ 166.021, Fla. Stat.), the Village is granted the broad exercise of home rule powers as provided by the Constitution of the State of Florida and the Charter of Miami-Dade County.

The powers of the Village shall be construed liberally in favor of the Village, limited only by the state constitution, general law and specific limitations contained herein. Future special acts pertaining to the jurisdiction and exercise of powers by this Village shall be considered amendments to this Charter and pursuant to the provisions adopted

for incorporation of other charter amendments, shall be incorporated as official amendments to the Charter.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 1.02 was titled Construction, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 1.03 Title of Charter.

This Charter adopted by the people of North Bay Village shall be known as and may be cited as the Charter of North Bay Village. The results of the vote on this Charter shall be announced and recorded at that Commission meeting which immediately follows the day of voting.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Charter Section 1.03.)

§ 1.04 Effective date.

If approved by the Village's electorate, this Charter shall take effect upon the Commission's acceptance of certification of election results of the General Election held on ~~November 6, 2018~~ November 4, 2024.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Charter Section 1.04.)

ARTICLE II. CORPORATE LIMITS

§ 2.01 In general.

The municipal corporation of the Village shall comprise and have full municipal jurisdiction, powers, rights and privileges over the territory and persons now and in the future within the following boundaries in Miami-Dade County, Florida, to wit:

Begin in Miami-Dade County, Florida, at a point on the north boundary line of the northeast 79th Street Causeway, as shown by Plat Book 25 at Page 70 of the Public Records of Miami-Dade County, Florida, which point is 250 feet west of the line of Section 9, Township 53 South, Range 42 East, and which point is also on the east boundary line of the City of Miami, Florida; thence in a southerly direction and parallel to the west line of said Section 9, and along the said east line of the City of Miami, Florida, a distance of 1985 feet; thence run in an easterly direction and parallel to said north line of said northeast 79th Street Causeway to the west line of Section 10, Township 53 South, Range 42 East, as said section is shown on the plat of North Isle of Normandy, recorded in Plat Book 40 at Page 36 of the Public Records of Miami-Dade County, Florida; thence run northerly along the aforesaid west line of Section 10, to a point on a line running through the center point of the east drawbridge of the northeast 79th Street Causeway and perpendicular to the center line of the east Bridge of the said causeway; thence run northwesterly along the last described line to its intersection with the north

line of said Section 10, produced westerly; thence westerly along the prolongation westerly of said north line of said Section 10 to a point 250 feet west of the northwest corner of Section 9, Township 53 South, Range 42 East; thence in a southerly direction to the point of beginning.

And shall include:

A parcel of submerged land (now filled) in Biscayne Bay situated in Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, Commencing at the half-mile post of the west line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, run north 88°41'24" east along the center line of the 79th Street Causeway highway right-of-way (100 feet wide) a distance of 1,560 feet to a point; thence north 1°37'08" west 55.0 feet to a point of beginning of the parcel of land herein described; thence north 1°37'08" west 600.00 feet; thence north 88°41'24" east 400.0 feet; thence south 1°37'08" east 600.00 feet; thence south 88°44'24" west 400.0 feet to the point of beginning; containing 5.5 acres more or less; plus a five-foot strip bordering the south boundaries of the above described 5.5-acre tract which is described as follows: Commence at the intersection of the west line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida with the center line of the Northeast 79th Street Causeway as shown on a plat recorded in Plat Book 25, at Page 70 of the Public Records of Miami-Dade County, Florida; thence North 88°41'25" east along the center line of the aforesaid northeast 79th Street Causeway for a distance of 1,560 feet to a point; thence north 1°37'8" west for a distance of 50.0 feet to a point on the north right-of-way line of the said northeast 79th Street Causeway and the point of beginning of the parcel of land herein described; thence north 88°41'24" east along the north right-of-way line of the said northeast 79th Street Causeway for a distance of 400.0 feet to a point; thence north 1°37'8" west for a distance of 5.0 feet to a point; thence south 88°41'24" west along a line 5.0 feet north of and parallel with the north right-of-way line of said northeast 79th Street Causeway for a distance of 4,000 feet to a point; thence south 1°37'8" east for a distance of 5.0 feet to the point of beginning of the parcel of land herein described.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 2.01 was titled Corporate limits, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

ARTICLE III. LEGISLATIVE

§ 3.01 Village Commission.

A. *Composition and powers.* There shall be a Village Commission with all legislative powers of the Village vested therein, consisting of five (5) members: a mayor, a vice-mayor and three (3) Commissioners. Each Commission member must be a qualified elector of the Village.

B. *Appointments by Commission.* The Commission shall appoint the Village Manager, Village Clerk, Village Attorney, and all consultants.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.01 Village Commission amended by Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.02 Limitations of powers of the Commission.

All powers of the Village and the determination of all matters of policy shall be vested in the Commission with the following limitations:

A. ~~*Acquisition of real property.* The Commission may acquire property within or without the corporate limits of the Village for any municipal purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, or lease provided such amount of expenditure for real property shall not exceed twenty percent (20%) of the current total operating budget of the Village.~~ *Borrowing*.

1. *Debt Approval*. The Village shall incur no debt unless the incurrence of such debt is approved by a majority of the Commission.

2. *Limits*. The total debt of the Village, including amounts authorized but still not drawn down under existing loan agreements and other contractual arrangements with banks and other financial institutions, underwriters, brokers and/or intermediaries, shall not exceed the greater of:

a. Three percent (3%) of the total assessed value of all property within the Village, as certified by the Miami-Dade County Property Appraiser for the current fiscal year; or

b. That amount which would cause annual debt service to equal fifteen percent (15%) of general fund expenditures for the previous fiscal year.

3. *Definitions*. As used in this section 3.02(A) the following terms shall have the meanings ascribed to them in this subsection:

a. "Debt" means any obligation of the Village to repay borrowed money however evidenced since the date of its incorporation regardless of tenor or term for which it was originally contracted or subsequently converted through refinancing or novation, except (a) any obligation required to be repaid in less than a year, (b) that portion of any obligation for operations which are financed and operated in an independent, self-liquidating manner and recovered entirely through currently collected user fees and charges, or (c) any obligation approved by referendum.

b. "Debt Service" shall include, without limitation thereto, scheduled interest payments, repayments of principal and all financial fees arising from debt or from the underlying contractual obligations, whether as originally incurred or subsequently deferred or otherwise renegotiated.

c. "General Fund" shall mean any and all revenues of the Village, from whatever source derived, except those revenues derived from

special assessments, user fees and charges and designated as a separate fund to finance goods and services to the public.

B. [Reserved] ~~*Capital improvement projects.* The Commission may, through proper procedure, propose, undertake and finance capital improvement projects to fulfill the necessary needs of the Village, provided that the amount of total expenditures for all such projects shall not exceed twenty percent (20%) of the current total operating budget of the Village in any one fiscal year.~~

C. [Reserved] ~~*Excess of 20 percent of current total operating budget.* In the event that the proposed purchase(s) of property and/or total expenditure(s) do exceed twenty percent (20%) of the current total operating budget of the Village in any fiscal year, then a referendum will be held of the qualified electors of the Village and it shall require a majority of those voting in such election to authorize such projects.~~

~~Any funds specifically designated for the particular project, which are received from the Federal Government, State, County or from any source, other than municipal taxation, will not be included in calculating the project cost for the purposes of Section 3.02.~~

D. [Reserved] ~~*Waiver of referendum.* This referendum requirement may be waived, however, if the Commission by four (4) affirmative votes, finds and declares that an emergency exists, and that there is a threat to the health, welfare and safety of the citizens of the Village.~~

E. *Sale and lease of real property.* The Commission shall not undertake to sell, mortgage, assign or otherwise dispose of or alienate the title to any real property owned by the Village without first having secured the approval of the qualified electors of the Village, through a majority vote of the qualified electors participating in a regular or special election for such purpose. Such referendum shall state, generally and in substance, the terms and conditions of the proposed sale, mortgage, assignment or other disposition or alienation of title.

Except where referendum is otherwise required by Miami-Dade County law, the Commission may lease any real property owned by the Village to any other individual, group, business, corporation or other entity for a period not to exceed one (1) year and may renew the lease each year thereafter that it so desires. Leases for a period longer than one (1) year require approval in a referendum by the qualified electors of the Village. However, nothing contained herein shall preclude the Village, without referendum, from leasing Village real property to a governmental agency for governmental use for a period not to exceed ten (10) years; and except as prohibited by the Constitution, Miami-Dade County Charter or statutes of this state or restricted in this Charter.

F. *Sale of personal property.* Personal property of the Village may be sold by auction or by sealed bid after it has been properly advertised in a newspaper of general circulation. Such sale must be held no sooner than fifteen (15) days

after publication of the notice. The notice shall describe the contents of sale and the location where the merchandise may be inspected prior to sale.

G. *Appointments or removal of Village personnel prohibited.* Neither the Commission nor any of its members shall in any manner dictate the appointment, retention, or removal of any Village employee (other than the Village Manager, the Village Clerk and the Village Attorney, as provided herein), or any person who is duly appointed by the Village Manager, in accordance with Section 4.01(G)(2) of this Charter; except that the Village Manager shall submit appointments of all department heads to the Commission for approval.

H. *Village Attorney.* The Commission shall appoint or remove the Village Attorney by at least three (3) affirmative votes. The Village Attorney shall have been licensed to and have been a practicing attorney in the State of Florida for not less than five (5) years, with not less than three (3) of those years in the practice of law for municipal, county or state governments. The duties and responsibilities of the Village Attorney shall be those as provided in this Charter.

I. *Auditor.* The Commission shall appoint the outside auditor. The outside auditor shall be a certified public accountant practicing in the State of Florida, for a period of not less than five (5) years.

J. *Other Commissioner remunerative position.* No Commissioner shall be appointed to any other remunerative position with the Village during his term of office and for a term of two (2) years thereafter.

K. *Nepotism.* No person related up to the second degree of consanguinity or affinity to a Commissioner shall be eligible to hold a remunerative position with the Village. Any Commissioner who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal.

L. *Conflict of interest.* The Mayor and any Village Commissioner shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code Section 2-11.1.

M. *Reimbursement of Commissioner's legal fees.* In the event that a civil action shall be instituted wherein it is sought to impose personal liability upon any Commission member of the Village for any act or acts of such Commissioner, and if such Commissioner seeks legal defense of such action through the use of public funds, it shall first require a majority of all other Commissioners to ascertain that such acts complained of by the plaintiff were indeed connected with the Commissioner's proper conduct of the affairs or business of the Village. If so established, the other Commissioners shall then determine, specify and allocate a reasonable expenditure from Village funds for this legal defense - selection of counsel to be approved by the Village Attorney.

N. *Utility franchises.* The Commission may grant public utility franchises and regulate the exercise thereof; provided, however, that no franchise or extension thereof shall hereafter be granted or extended unless such franchise or extension shall be approved after a public hearing thereon. At least fourteen (14) days preceding the public hearing at which any franchise or extension thereof is to be adopted, notice thereof shall be published in a newspaper of general circulation in the Village. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. A copy of such proposed franchise shall be available for inspection by any interested person at the office of the Village Clerk at least fourteen (14) days preceding such public hearing. The cost of such advertising and of the public hearing shall be borne by the utility involved. For renewing franchises, each public utility shall notify the Village of its intent six (6) months before the expiration of its franchise. The Commission shall be empowered to grant a temporary extension of an existing franchise not to exceed three (3) months without a public hearing.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.02 was titled Qualifications and no history of amendments.)

§ 3.03 Mayor; Vice-Mayor.

A. The Mayor shall preside at meetings of the Commission, shall be recognized as head of Village government for all ceremonial purposes, by the governor for purposes of military law, for service of process, execution of contracts, deeds and other documents, and as the Village official designated to represent the Village in all agreements with other governmental entities or certifications to other governmental entities, but shall have no administrative duties except as required to carry out the responsibilities herein.

B. The Commission, at the first regularly scheduled Commission meeting after all runoff elections have taken place and a full Commission body is sworn into office, shall elect a vice mayor by at least three (3) affirmative votes. The Vice-Mayor shall act as Mayor during the absence, disability or death of the Mayor.

C. Each of the five (5) Commission members shall have an equal vote.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.03 was titled Election and terms, amended by Res. No. R91-25, § 2, 9-16-91, Election of 11-12-91)

(Prior Charter Section 3.031 titled Limitation of terms, amended by Res. No. R92-24, § 2, 9-15-92, Election of 11-3-92; Res. No. R98-05, § 2, 3-10-98, Election of 5-12-98; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 3.04 Compensation.

Each Commission member will be compensated six thousand three hundred dollars ($6,300.00), per year payable at five hundred twenty-five dollars ($525.00) per month. The Mayor will be compensated seven thousand eight hundred dollars ($7,800.00) per year payable at six hundred fifty dollars ($650.00) per month. This compensation shall be increased, but not decreased, by the Consumer Price Index (CPI), Miami-Fort Lauderdale-West Palm Beach, annually.

(Res. No. 2006-45, Pt. B, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.05 Term Limits.

Commencing with the election of November 2002, the following term limits shall apply to the Mayor and members of the Commission:

(a) For the office of Mayor—Three (3) consecutive terms.

(b) For the office of Village Commissioner—Two (2) consecutive terms.

The term limits set forth in (a) and (b) above shall not be extended by running for different positions on the Village Commission.

(c) Where an individual has not served the term limit set forth in (a) or (b) above, said individual may serve any combination of three ~~(2)~~ (3) consecutive terms (said terms not to exceed a total of eight (8) consecutive years ending coincident with the conclusion of the third term) in the offices of Mayor and of Commissioner.

"Term" shall be defined as provided in Section 5.04 of the Charter. The term limits set forth herein shall be measured retroactively from the elected official's first election as an officer of the ~~North Bay~~ Village. Terms shall not include time served as a member of the North Bay Village Commission as a result of having filled a vacancy in the Commission pursuant to Section 3.06 of the Charter.

An individual who has served a term limit specified above must wait at least the number of years equal to the term of office for which said individual seeks election to, prior to becoming eligible to again serve as an elected official.

For purposes of this section, an individual who has served more than fifty percent (50%) of a term shall be considered to have served a full term of office.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.05 was titled Mayor; Vice Mayor, amended by Res. No. 2004-35, 7-13-04, Election of 11-2-04)

§ 3.06 Vacancies; forfeiture of office; filling of vacancies on the Commission.

A. *Vacancies.* The office of a Commission member shall become vacant upon his death, resignation, or removal from office in any manner authorized by law or forfeiture of his office.

B. *Forfeiture of office.* A Commission member, Commissioner or Mayor shall forfeit his office if any time during his term of office said person, (a) lacks any qualifications for the office prescribed by this Charter or other applicable law including § 100.361 Florida Statutes or (b) is convicted of a felony while in office, or (c) fails to attend four consecutive regular meetings of the Commission, unless such absences are each excused by motion setting forth the reason for the absence duly entered upon the minutes or (d) having been elected or appointed from an election district fails to reside within the election district from which he was elected or appointed for any reason other than redistricting. Forfeiture shall be determined by the remaining members of the Commission.

C. *Forfeiture hearing.* A member charged with conduct constituting grounds for forfeiture of his office shall be entitled to a Public Hearing of the Commission at a regular or special meeting of the Commission, on demand and notice of such hearing shall be published in one or more newspapers of general circulation in the Village at least ten (10) calendar days in advance of the hearing.

D. *Filling of vacancies on Village Commission.* Any vacancy occurring for a Village Commissioner shall be filled by the vote of the majority of the remaining members of said Village Commission with the appointee serving until the remainder of the unexpired term until the next succeeding general Village election and with any further remainder of said unexpired term to be filled by a Commissioner elected at said general election. If the remaining members of the Village Commission shall fail or refuse to fill such vacancy within thirty (30) days after it occurs, and if no general Village election will be held within ninety (90) days after the expiration of said thirty (30) days, then a special election shall be called and held to elect a Commissioner to fill such vacancy for the remainder of the unexpired term. In the event that the position is that of Mayor, it must be filled from among the remaining Commissioners in accordance with the Village Charter.

E. In the event of the death, resignation, or removal of the Mayor, the Vice Mayor shall forthwith commence to serve as interim Mayor until the Mayor's position is filled by election or appointment.

(1) When the Vice Mayor becomes interim Mayor, the Commission, by majority vote shall appoint an interim Commissioner from the Vice Mayor's vacant district to fill the Vice Mayor's vacant seat until the required election or appointment of the Mayor and then the Commission shall, by majority vote, appoint one (1) of the Commissioners to serve as interim Vice Mayor.

(2) The Commissioner serving as interim Mayor or interim Vice Mayor shall serve as Mayor or Vice Mayor until the newly elected or appointed Mayor and/or Vice Mayor is sworn in as Mayor or Vice Mayor. The interim Mayor and/or interim Vice Mayor shall return to the position of Commissioner previously held to serve the remainder of his or her unexpired term.

F. In the event of the death, resignation, or removal of the Vice Mayor, the Commission shall, by majority vote, elect one (1) of the Commissioners to serve as Vice Mayor.

G. *Extraordinary vacancies.* In the event that a majority of the members of the Commission are removed by death, disability, law or forfeiture of office, the governor shall make interim Commission appointments and the Commission shall call a special election as provided in Section 3.06(D) of this Charter.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.06 was titled Limitations of powers of the Commission, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. C, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.07 Removals and suspensions from office of Village Commission.

The Mayor and any Village Commissioner may be removed from office by the electors of the North Bay Village pursuant to the provisions of § 100.361 Florida Statutes, and are further subject to removal and/or suspension from office pursuant to the provisions of § 112.51 Florida Statutes.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.07 was titled Vacancies; forfeiture of office; filling of vacancies of the Commission, as amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-38, § 1, 7-27-04, Election of 11-2-04; Res. No. 2006-45, Pt. D, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.08 Ordinances and resolutions.

A. *Action requiring an ordinance.* In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the Commission shall be by ordinance which:

1. Adopt or amend an administrative code or establish, alter or abolish any Village department or agency;
2. Establish a rule or regulation the violation of which carries a penalty;
3. Set service or user charges for municipal services or granting administrative authority for such charges;
4. Authorize the borrowing of money not inconsistent with the limitations established in this Charter, the state constitution and general law of the State of Florida;
5. Convey or lease or authorize by administrative action the conveyance or lease of any lands of the Village;

6. Amend or repeal any ordinance previously adopted except as otherwise provided herein.

B. *Emergency ordinances.* To meet a public emergency affecting life, health, property or the public peace, the Commission may adopt one or more emergency ordinances, but the ordinances may not levy taxes; set service or user charges for any municipal services; amend or repeal any ordinance adopted by the people at the polls or by the Commission in compliance with an initiative petition; or authorize the borrowing of money except as provided under the emergency appropriations provisions of this Charter, if applicable.

1. *Form.* An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.

2. *Procedure.* An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but at least four (4) affirmative votes shall be required for adoption. After its adoption, the ordinance shall be published and printed as prescribed for other adopted ordinances.

3. *Effective date.* Emergency ordinances shall become effective upon adoption or at such other date as may be specified in the ordinance.

4. *Repeal.* Every emergency ordinance except emergency appropriations shall automatically stand repealed sixty (60) days following the date on which it was adopted, but this shall not prevent reenactment of the ordinance under regular procedures, or if the emergency still exists, in the manner specified in this section. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

5. *Emergency appropriations.* The Commission may make emergency appropriations in the manner provided in this section and under Section 3.02 of this Charter. To the extent that there are no available un-appropriated revenues to meet such appropriations, the Commission may by such emergency ordinance authorize the issuance of emergency notes, which may be renewed from time to time but the emergency notes and renewals of any fiscal year shall be paid not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.

C. *Procedures for adoption of ordinances and resolutions.*

1. As used in this section, the following words and terms shall have the following meanings unless some other meaning is plainly indicated.

a. "Ordinance" means an official legislative action of the Village Commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

b. "Resolution" means an expression of the Village Commission concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the Village Commission.

2. Each ordinance or resolution shall be introduced by a member of the Commission or the Village Manager, the Village Attorney or the Village Clerk, so long as the information is provided within three (3) business days prior to the scheduled meeting, in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act or section or subsection or paragraph of a section or subsection. The enacting clause of every ordinance shall be as follows: "Be it enacted, by the Commission of the North Bay Village..."

3. A proposed ordinance must be presented on at least two (2) separate Commission meetings. It may be read by title only. At least ten (10) days prior to the final adoption of the said ordinance the Village shall publish once in a newspaper of general circulation in the Village a notice of the proposed ordinance. The giving of said notice shall not apply to a proposed emergency ordinance. Said notice shall state the title or brief description of the proposed ordinance or ordinances; the date, time and place of the Commission meeting for enacting said ordinance; and the place or places within the Village where said proposed ordinance may be inspected by the public. Said notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

4. A majority of the members of the Village Commission shall constitute a quorum. An affirmative vote of a majority of a quorum present shall be necessary to enact any ordinance or adopt any resolution; except that four (4) affirmative votes of the membership of the Commission is required to enact an emergency ordinance. On final passage, the vote of each member of the Village Commission voting shall be entered on the official record of the meeting. All ordinances or resolutions passed by the Village Commission shall become effective after passage or as otherwise provided therein.

5. Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the mayor and the Village Clerk.

6. The procedure as set forth herein shall constitute a uniform method for the adoption and enactment of the Village ordinances and resolutions and shall be taken as cumulative to other methods now provided by law for adoption and

enactment of Village ordinances and resolutions. By future ordinance or charter amendment, the Village may specify additional requirements for the adoption or enactment of ordinances or resolutions or prescribe procedures in greater detail than contained herein, provided such modifications are not in conflict with general law.

D. *Penalty for violation of ordinances.* Provisions governing the imposition of fines for violations of the Code shall be as prescribed within Village Code Chapter 153, and, where applicable, Chapter 162, Florida Statutes.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.08 was titled Ordinances and resolutions, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. E, 8-28-06, Election of 11-7-06; Res. No. 2008-27, § 1, 7-30-08, Election of 11-4-08; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.09 Meeting procedures.

A. *Meetings.* The Commission shall meet regularly at least once in every month at such times and places as the Commission may prescribe by rule; however, the Commission, by majority vote, may elect not to have a Regular Meeting in either the month of July or the month of August for the purposes of allowing summer vacations.

B. *Rules and record.* The Commission shall determine its own rules of procedure and order of business and shall keep a record of such proceedings open for public inspection.

C. *Quorum.* A majority of the Commission shall constitute a quorum. Commissioners constituting less than a quorum shall have power to set and adjourn meeting dates and times.

D. *Voting.* Voting, on ordinances and resolutions, shall be by roll call on final action and shall be recorded in the record of such proceedings. No action of the Commission except as otherwise provided in the preceding section shall be valid or binding unless adopted by the affirmative vote of the majority of a quorum present.

E. *Meeting time limits.* No meeting of the Commission shall extend later than midnight except upon a majority vote of all members of the Commission present at the meeting. All remaining agenda items shall be continued to the next Commission meeting.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.09 Meeting Procedures, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. E, 8-28-06, Election of 11-7-06)

ARTICLE IV. ADMINISTRATIVE

§ 4.01 Village Manager.

There shall be a Village Manager, who shall be the chief administrative officer of the Village. The Manager shall be responsible to the Village Commission for the administration of all Village affairs placed in the Manager's charge by this Charter.

A. *Appointment.* The Commission shall appoint a Village Manager for an indefinite term by a minimum of three (3) affirmative votes of the Commission members. The Village Manager shall serve at the will of the Commission.

B. *Qualifications.* The Manager shall be a graduate of either an accredited school of public administration or its related equivalent in engineering, fiscal management or business administration with no less than three (3) years' experience in the administration of local government or in lieu of the foregoing, he must have not less than five (5) years' experience in the administration of local government.

C. *Compensation.* The compensation of the Village Manager shall be fixed by the Village Commission in the annual budget and may not be reduced without his consent during the fiscal year for which the budget is prepared.

D. *Temporary Village Manager.* By written memorandum filed with the Commission, the Village Manager may designate an acting appointee to perform the duties of the Village Manager, during a brief absence or incapacity for thirty (30) days or less. During any absence or disability, the Village Commission may revoke an acting appointment at any time and appoint another person to serve until the return of the Village Manager.

E. *Vacancy.* In the event of a vacancy due to resignation or removal from office of the Village Manager, the Village Commission shall appoint an acting or interim Village Manager until such time as a qualified manager may be selected.

F. *Removal.* The Village Commission may remove the Village Manager by a minimum of three (3) votes in favor of removal. Before the Village Manager may be removed without cause, at least two public meetings must be held at least 48 hours apart where the Village Manager’s removal is approved by a majority of the Village Commission at each meeting.

G. *Powers and duties of the Village Manager.* The Village Manager shall be responsible for the proper administration of all the affairs of the Village, except as otherwise provided herein. His powers and duties shall be to:

1. See that all laws, provisions of this Charter and acts of the Commission, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed;

2. Appoint, and when he deems it necessary for the good of the Village, suspend or remove all Village employees (except the Village Attorney, the Village Clerk and all personnel in the Legal Department, including outside counsel representing the Village) and appoint administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter.

He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency, with the approval of the Commission. He will submit appointments of new department directors to the Commission for confirmation;

3. Direct and supervise the administration of all departments, offices and agencies of the Village, except as otherwise provided by this Charter or by law; provided, however, the authority herein granted shall not extend to the office of the independent auditor employed or retained by the Commission, or to the Village Attorney or any outside counsel employed or retained by the Commission;
4. Attend all Commission meetings. He shall have the right to take part in discussion, but may not vote;
5. Recommend to the Commission, for adoption, such measures as he may deem necessary or expedient in the best interest of the Village;
6. Prepare and submit the annual budget, budget message and capital program to the Commission in a form provided by ordinance;
7. Supervise and be responsible for the disbursement of all monies and have control over all expenditures to ensure that budget appropriations are not exceeded;
8. Maintain a general accounting system for the Village government and each of its offices, departments and agencies and exercise financial budgetary control over same;
9. Submit to the Commission and make available to the public, a complete report on the finances and administrative activities of the Village as of the end of each fiscal year;
10. Make such other reports as the Commission may require concerning the operations of Village departments, offices and agencies, subject to his direction and supervision;
11. Keep the Commission fully advised as to the financial condition and future needs of the Village and make such recommendations to the Commission concerning the affairs of the Village;
12. Sign contracts on behalf of the Village, when such contracts have been approved pursuant to law and this Charter.
13. Ensure that all terms and conditions of any public utility franchise are faithfully kept and performed and to report any violations of the terms and conditions of any utility franchise to the Village Commission and to the Village Attorney;
14. Obtain competitive bids as prescribed by this Charter;

15. Advertise and conduct the sale of any property no longer needed for municipal purposes as prescribed by this Charter;
16. Act as purchasing agent for the Village and have exclusive control over the purchase of all supplies and approve all vouchers for the payment for supplies;
17. Supervise the issuance of Village licenses and collect all special assessments, license fees and other revenues of the Village and receive all monies due the Village from county, state and federal governments. Also, to pursue and obtain those monies made available to the Village from state and federal grants and similar sources;
18. Shall be held accountable to enforce the Village code and provide necessary support and resources to uphold the code through the code enforcement department;
19. Perform such other duties as may be prescribed by this Charter or as required of him by the Commission, not inconsistent with this Charter.

H. Outside employment by the Village Manager shall be approved by the Village Commission prior to commencement.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-20, § 1, 4-14-04, Election of 11-2-04; Res. No. 2006-45, Pt. F, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 4.02 Village Clerk.

A. *Appointment and Duties.* The Village Clerk shall be appointed by a majority vote of the Village Commission. The Village Clerk shall give notice of all meetings of the Commission, Village boards or committees, to its members and to the public ~~by posting a notice on the designated official bulletin board of the Village~~. The Village Clerk shall keep the journal of these proceedings, which shall be made a part of the public record. The Village Clerk shall also be the registration official of the Village and supervisor of Village elections and shall have power and is hereby authorized to administer oaths. The Village Clerk shall be the custodian of the Village seal, the records custodian, and the agent of record.

The Village Clerk shall record and keep current all ordinances and resolutions of the Village and keep current a cross-index of all ordinances, resolutions and official records of the Village. The Village Clerk shall also perform such other duties that are required by the Charter, by ordinance or that do not conflict with the administrative duties of the Village Manager, and as the Commission may prescribe from time to time. The Village Clerk will work with the Village Manager and other department heads to ensure the effective management of the Village. <u>The Village Clerk shall be responsible for the appointing, hiring, promoting, supervising and removing of all employees of the office of the Village Clerk as authorized by the</u>

Village Commission in the annual budget or as otherwise provided by resolution or ordinance.

B. *Removal and Compensation.* The Village Clerk shall report to the Commission and may be removed by the Commission utilizing the same procedure as set forth for removal of the Village Manager in Section 4.01(f). The Village Commission shall set the compensation and benefits provided to the Village Clerk.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 4.02 Village Clerk, amended by Res. No. 2006-45, Pt. G, 8-28-06, Election of 11-7-06; Res. No. 2008-26, § 1, 7-30-08, Election of 11-4-08)

(Prior Charter Section 4.03 titled Nepotism, amended by (Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

(Prior Charter Section 4.04 titled Conflict of interest, amended by (Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE V. ELECTIONS

§ 5.01 Election dates.

The general election of members of the Commission shall be held on the first Tuesday after the first Monday in November of each even-numbered calendar year. All other elections shall be known as special municipal elections. In any special election not otherwise provided for there shall be at least (thirty) 30 days' notice of the election by publication in a newspaper of general circulation in North Bay Village.

No general or special election of the Village shall be held on a national or state legal holiday. Should the first Tuesday after the first Monday in November in any even-numbered calendar year be declared such a legal holiday, then the regular election scheduled for that day shall be postponed to the first day thereafter that is not a legal holiday.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.01 was titled Time of holding elections, amended by Res. No. R91-25, § 2, 9-16-91, Election of 11-12-91; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 5.02 Qualifications.

A. *Qualifications of Electors.* Any qualified elector in Miami-Dade County who is a bona fide resident of the Village is eligible to vote in Village elections.

B. *Qualifications for Village Commission.* Any elector of the Village who meets the requirements as set forth in Article V of this Charter shall be eligible to hold the office of Village Commissioner or Mayor. The Commission shall be the judge of the election and qualifications of its members.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.02 was titled Qualifications of electors, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 5.03 Rules and regulations, supervision, etc. of elections.

All municipal elections in the Village shall be conducted by general ballot as prescribed by this Charter and consistent with the applicable law of the State of Florida and County of Miami-Dade. Municipal elections shall be supervised by the Village Clerk with the Village Commission canvassing returns from each general election.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.03 Rules and regulations, supervision, etc. of elections, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 5.04 Commission Members—Residency requirements and terms of office.

The Village shall be governed by a Commission of five (5) members, all of whom shall be qualified electors of the Village. There shall be a Harbor Island Commissioner, a North Bay Island Commissioner, and a Treasure Island Commissioner, each of whom shall be a resident of their respective islands for a continuous period of not less than one (1) year immediately prior to the date of the subject candidate's initial filing of qualifying papers for the Commission and shall also be and remain during their respective terms of office, permanent residents of their respective islands; however, this shall not apply to any mere temporary relocation within the Village. The Mayor and Commissioner-at-large, the two (2) remaining positions, shall reside on any of the said islands of the Village for a continuous period of not less than one (1) year immediately prior to the date of the subject candidate's initial filing of qualifying papers for the Commission and shall also be and remain during their respective terms of office, permanent residents of the Village. The term of the Mayor will be for two (2) years~~,~~ and ~~commencing with the November 2002 general election,~~ the term of each Village Commissioner will be for four years~~,~~ on a staggered basis ~~to be established as follows:~~

~~Notwithstanding any other provisions of this Charter, no later than December 15, 2000, the Village Clerk shall publicly draw lots to determine which Village Commissioners' term of office (specifically, the seat they each represent) will expire in November 2004 and which remaining two Village Commissioners' terms of office (specifically, the seat they each represent) will expire in November 2006. All subsequent Village Commissioner seats shall be elected for four (4) year terms~~.

All of the Commissioners and the Mayor shall be elected by the voters at large of the Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.04 titled Commission Members - Residency requirements and terms of office, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-34, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. H, 8-28-06, Election of 11-

7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 5.05 Nomination of Commission Members and Mayor; Qualifying Period.

A. Any citizen who can qualify for the office of Commissioner or Mayor of the Village as provided herein may be nominated for Commissioner or Mayor by a petition provided by the Village Clerk for this purpose signed by not less than fifty (50) electors and filed with the Village Clerk ~~in accordance with dates set by the Village Commission~~. Candidates shall qualify with the Village Clerk no earlier than noon on the third Monday of July and no later than noon on the second Friday thereafter. This period shall constitute a 10-business day qualifying period. Notwithstanding, in the event that the Monday upon which a qualifying period would otherwise commence is a holiday, the qualifying period shall commence on Tuesday immediately following such holiday and shall conclude the second Monday thereafter.

B. No elector shall sign more than one nominating petition for each seat. Should an elector sign more than one petition for each seat, his signature shall be void except as to the petition first filed for each seat.

C. The signatures on the nominating petition need not all be subscribed on one paper, but to each separate paper there shall be attached a signed statement of the circulator thereof, stating the number of signers of such paper and that each signature appended thereto was made in his presence and is the genuine signature of the person whose name it purports to be. With each signature, including the signature of the circulator, shall be stated the place of residence of the signer, giving the street and number or other description sufficient to identify it. The form of nominating petition provided by the Village Clerk shall be substantially as follows:

NOMINATING PETITION

We, the undersigned electors of North Bay Village, hereby nominate (name of candidate), who resides at (address), for the office of (Commissioner island, at-large, or mayor)

(signatures) _____

(address of signer) _____

(date of signing) _____

The undersigned is the circulator of the foregoing petition containing (number) signatures. Each signature appended thereto was made in my presence and is the person whose name it purports to be. Under penalty of perjury, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.

(signature of circulator) _____

(street address of residence) _____

(date of birth or voter registration number) _____

(date) _____

D. Within five (5) days after the filing of a nominating petition, the Village Clerk shall through certified United States mail, return receipt requested, notify the candidate and the person who filed the petition whether or not the petition is found to be signed by the required number of qualified electors. Notification is complete upon mailing. If a petition is found insufficient, the Village Clerk shall return it to the person who filed it with a statement certifying wherein the petition is found insufficient. Such a petition may be amended and filed again as a new petition, or a different petition may be filed for the same candidate, prior to the qualifying deadline. Such petitions shall be preserved by the Village Clerk in accordance with applicable record retention requirements.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.05 Nomination of Commission members and Mayor, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 5.06 Candidacy.

A. No individual may qualify as a candidate for public office in the Village whose name appears on the same or another ballot for another office, whether federal, state, county or municipal, the term of which or part thereof runs concurrently with the office for which he seeks to qualify.

B. No individual may qualify as a candidate for public office who holds another elective office, whether state, county or municipal, the term of which or any part thereof runs concurrently with the term of office for which he seeks to qualify without resigning from such office not less than ten (10) days prior to filing for the office he intends to seek.

C. Any individuals holding elective or appointive positions including members of any and all boards, within the Village, shall be required to resign to run for any elective office within the Village. Current elected or sitting officials must submit a notice of resignation to the Village Clerk at least ten (10) calendar days before the beginning of the qualification period. Said resignation shall be effective no later than the day upon which he would assume office.

D. Upon submission of a notice of resignation, an elected or appointed sitting commissioner who fails to be elected as mayor, shall not be appointed by the Commission until at least two (2) years after the resignation.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.06 Candidacy did not have any history of amendments.)

§ 5.07 Filing fee.

A. A nonrefundable filing fee of Two Hundred and Fifty dollars ($250) must be deposited with the Village Clerk at the time each petition is presented, and upon so submitting, concurrently therewith, the sworn statement of his or her name, address, occupation and willingness to serve shall also be filed. The name of each nominee for Commissioner or Mayor, who has complied with all requirements hereinbefore prescribed, shall be printed on the ballot as a candidate for the office of Commissioner or Mayor of the Village.

B. If after filing for a particular Commission seat, an individual changes his mind and desires to run for a different Commission seat, he must first deliver written notice of his decision not to run for the original seat to the Village Clerk. He may then run for the other Commission seat after he again fully complies with the requirements hereinbefore described, as if filing for the first time, including, but not limited to, fully complying with the requirements of a new petition, and payment of a new nonrefundable filing fee.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.07 Filing fee, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 5.08 Ballots.

All ballots used in any general or special election of the Commission held under authority of this Charter shall be without party mark or designation and without any insignia or mark of any association or organization thereon and shall be substantially in the same form as the election ballot used in all general state elections. The following additional provisions with respect to ballots used in any general or special election of the Commission shall also apply:

A. The full names of all candidates nominated for the Commission as hereinbefore provided, except those that may have withdrawn, died or become ineligible, shall be printed on the official ballots. If two (2) candidates with the same surname or with names so similar as to be likely to cause confusion are nominated, the addresses of their places of residence may be placed with their names on the ballot.

B. The names of the candidates shall be arranged in the alphabetical order of their surnames in the groups for which they qualify.

C. The order of presentation of groups shall be as follows:

Mayor

Harbor Island Commissioner

North Bay Island Commissioner

Treasure Island Commissioner

At-Large Commissioner

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.08 titled Ballots did not have history of amendments.)

§ 5.09 Absentee electors.

The Village Clerk shall provide information regarding current state law requirements concerning absentee voting.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.09 Absentee electors, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 5.10 Watchers at election of Commission Members.

At each election of the Commission, any regularly nominated candidate shall be entitled, upon written application to the Village Clerk in accordance with section 101.131, Florida Statutes as may be amended ~~at least ten (10) days before the election~~, to appoint one (1) person and one (1) alternate to represent him or her as watcher and challenger at each polling place. Any person so appointed shall have all the rights and privileges prescribed by law for other watchers and challengers at any election in the same place, but under no circumstances shall a watcher and his or her alternate be allowed to remain within the voting place at the same time.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.10 Watchers at election of Commission Members did not have a history of amendments.)

§ 5.11 Hours of voting.

The polls shall open at seven o'clock a.m., (7 a.m.) and close at seven o'clock p.m. (7 p.m.).

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.11 Hours of voting did not have a history of amendments.)

§ 5.12 Election results.

The candidate receiving a majority of the votes for each Commission seat and/or the Mayor's seat shall be elected for that seat. In the event that a seat has not been won by a majority, then a run-off election of the two (2) highest vote getters shall be held fourteen (14) days after the regular election. A tie vote between the two (2) candidates in the run-off election shall be decided by a toss of a coin between those candidates the following business day after said run-off election.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.12 Election Results, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-33, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. I, 8-28-06, Election of 11-7-06)

§ 5.13 Canvass of returns.

The result of voting shall be certified by the Miami-Dade County Elections Department. The certification of election results shall be transmitted to the Commission at a meeting of the Commission to be held on the business day immediately following the election or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter. At this meeting, the Commission shall canvass the returns, and shall declare the results of the election. New officers shall be declared elected subsequent to canvass of election returns on the business day immediately following the general election, or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter. At such time the new officers shall be installed and shall enter upon the discharge of their duties. If a run-off election is necessary. the officers elected in that run-off shall be installed upon their certification, subsequent to canvass of returns on the business day immediately following the run-off election or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter, and shall thereupon enter upon the discharge of their duties.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.13 Canvass of returns, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. J, 8-28-06, Election of 11-7-06)

§ 5.14 Village employees soliciting votes.

It shall be unlawful for any paid non-elective employees of the Village, while on duty or off duty and wearing any type of uniform or other definitive identification indicating that they are employees of the Village, to solicit votes, coerce directly or indirectly any elector or engage in any political activity in any municipal election or referendum in the Village or use his or her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof. Any employee violating the provisions of this section shall be subject to immediate dismissal.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.14 Village employee soliciting votes, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 5.15 Initiative and referendum procedures.

A. *General.*

1. *Initiative.* The qualified voters of the Village shall have the power to propose ordinances to the Commission. If the Commission fails to adopt such an

ordinance so proposed without any change in substance, then the qualified voters shall have the power to adopt or reject it at a Village election.

2. *Referendum.* The qualified voters of North Bay Village shall have power to require reconsideration by the Commission of any adopted ordinance. If the Commission fails to repeal an ordinance so reconsidered, then the qualified voters shall have the power to approve or reject it at a Village election.

B. *Commencement of proceedings.* Any five (5) qualified electors may commence initiative or referendum proceedings by filing with the Village Clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered.

Promptly after the affidavit of the petitioners' committee is filed, the Village Clerk shall, at the committee's request, issue the appropriate petition blanks to the petitioners' committee at the committee's expense.

C. *Petitions.*

1. *Number of signatures.* Initiative and referendum petitions must be signed by qualified electors of the Village equal in number to at least ten percent (10%) of the total number of qualified electors registered to vote at the last regular Village election.

2. *Form and content.* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered, as well as language reflecting the ability of the Petitioners' committee to withdraw the subject petition, pursuant to § 5.15 (F)(3) of this Charter.

3. *Affidavit of circulator.* Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his presence, that he believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

4. *Time for filing referendum petitions.* Referendum petitions must be filed within sixty (60) days after adoption by the Commission of the ordinance sought to be reconsidered.

D. *Procedure for filing.* Certificate of Clerk; amendment. Within twenty (20) days after the initiative petition or referendum petition is filed, the Village Clerk shall determine whether each petition paper is in proper form according to subsections C(2) and (3)

hereinabove. Within ten (10) days from determining that the petition is in proper form, the Village Clerk shall transmit the petition papers to the Miami-Dade County Department of Elections for purposes of determining whether the petition as a whole has been signed by a sufficient percentage of the Village electors. The Miami-Dade County Elections Department shall complete a certificate as to the petition's sufficiency. Such certificate shall specify if it is insufficient, and the Village Clerk shall promptly send a copy of the certificate to the petitioners' committee by registered mail, return receipt requested. A petition certified insufficient for lack of the required number of valid signatures may be amended one (1) time within ten (10) business days after receipt of notification; such supplementary petition shall comply with all prior requirements and within five (5) business days after it is refiled, the Village Clerk shall transmit same to the Miami-Dade County Department of Elections for purposes of issuing a certificate as to the sufficiency of the petition as amended, whereupon the Village Clerk shall send a copy of such certificate to the petitioners' committee by registered mail, return receipt requested, as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient, the Village Clerk shall promptly present the certificate to the Commission, and the certificate shall then be a final determination as to the sufficiency of the petition.

E. *Conclusion of Referendum Process.* The referendum process shall be concluded:

(1) When the petitioners' committee withdraws the petition; or

(2) When the Commission repeals the ordinance; or

(3) After a vote of the electorate on repeal of the ordinance has been certified, and such certification has been accepted by the Commission.

F. *Action by Commission.*

1. *Action by Commission.* When an initiative or referendum petition has been finally determined sufficient by the Miami-Dade County Elections Department, the Commission shall promptly consider the proposed initiative ordinance in the manner provided in Article III or reconsider the referred ordinance by voting its repeal. If within thirty (30) days of the issuance of a certificate of a petition's sufficiency by the Miami-Dade County Elections Department, the Commission fails to either (as the case may be) adopt a proposed initiative ordinance without any change in substance or fails to repeal the referred ordinance, it shall submit the proposed or referred ordinance to the voters of the Village.

2. *Submission to voters.* The vote of the Village on a proposed or referred ordinance shall be held not less than thirty (30) days and not later than sixty (60) days from issuance of the Miami-Dade County Elections Department's certificate as to petition's sufficiency. If no regular Village election is to be held within the period described in this subsection, the Commission shall provide for a special election. Copies of the proposed or referred ordinance shall be made available at the Village Clerk's office.

3. *Withdrawal of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the tenth day preceding the day scheduled for a vote of the Village by filing with the Village Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings shall be terminated.

G. *Results of election.*

1. *Initiative.* If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon acceptance by the Commission of the certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the Commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. If an initiative ordinance is voted upon by the Village electors and is defeated, it may not be brought forth for consideration as an initiative within one year from date of this election.

2. *Referendum.* If a majority of the qualified electors voting on a referred ordinance vote for its repeal, it shall be considered repealed upon the Commission's acceptance of the certification of the election results. Should a majority defeat the referendum for repeal of the ordinance, such referendum action cannot be brought up again for a period of one (1) year from the date of the election.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.15 Initiative and referendum procedures, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. K, 8-28-06, Election of 11-7-06)

ARTICLE VI. BOARDS

§ 6.01 Advisory boards.

The Commission may by ordinance establish advisory boards to assist the Commission or the Village. Advisory board members must be either residents of the Village, or owners of businesses located within the confines of the Village, or designees of such business owners. Advisory Board members shall serve a two (2) year term concurrent with the regular scheduled election of the Commission. A majority of the members of each advisory board must be residents of the Village. The Commission may appoint ex officio non-voting members to the board who do not meet the requirements set forth above. The members of advisory boards shall serve without compensation and may be removed at any time by a majority vote of the entire Commission. The Commission may also terminate any advisory board at any time that it deems that such board has fulfilled its purpose. Any vacancy occurring on an advisory board shall be filled within 30 days of the occurrence of the vacancy, in the same manner as the original appointment.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 6.01 Advisory boards, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 6.02 Civil service.

A. *Civil Service Board.* The Commission may by ordinance establish a civil service system and appoint the members, other than employee members, to the Civil Service Board, who are registered voters. Such ordinance shall provide the duties, responsibilities, terms of membership and conditions for removal of members from the Civil Service Board as well as all other terms and provisions of the civil service system.

B. *Employees covered by collective bargaining agreement.* Any civil service system established by ordinance and the civil service rules and regulations adopted pursuant thereto shall not apply to nor be maintained for regular employees in the classified service who are covered by a collective bargaining agreement, unless otherwise provided in such agreement.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 6.02 Civil service did not have a history of amendments.)

§ 6.03 Planning and Zoning Board.

A. The Commission shall establish by ordinance a Planning and Zoning Board. Such ordinance shall provide the powers, duties, responsibilities, terms of membership, length of terms, and conditions for removal of members of the Planning and Zoning Board.

B. Where the Planning and Zoning Board by unanimous vote of its full membership has presented a negative recommendation to the Village Commission relating to a request for a variance or special use exception, it shall require the Village Commission to act by at least four (4) affirmative votes in order to grant such request for variance or special use exception.

C. It shall be the duty of the Planning and Zoning Board, in cooperation with the Village Attorney, to continuously review the provisions of the zoning regulations, the Comprehensive Master Plan and the Zoning District Map and offer recommendations for the improvement thereof to the Village Commission at maximum intervals of five years commencing in 2013.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 6.03 Planning and Zoning Board, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE VII. FINANCE AND TAXATION

§ 7.01 State Law applicable.

Matters pertaining to finance and taxation shall be governed by State law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.01 State Law applicable, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.02 Independent audits.

At the beginning of each calendar year, or as soon thereafter as practical, the Commission shall designate one or more qualified certified public accountants, who may be the regular auditors of the Village and who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transaction of the Village government. They shall submit their report to the Commission no later than at a regularly scheduled April Commission meeting. A copy of the audit shall be made available for inspection in the office of the Village Manager. The accountants shall have no personal interest, direct or indirect, in the fiscal affairs of the Village. Within specifications approved by the Commission the accountants shall post-audit the books and documents kept by or under the direction of the Village Manager and any and all separate or subordinate accounts kept by any other office, department or agency of the Village government. The Commission may also designate one or more qualified certified public accountants to conduct special audits at other times, or monthly or continuing audits as it may consider in the public interest. A copy of such special audits will also be made available for public inspection.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.02 Independent audits, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.03 Preparation and submission of budget.

The Village Manager, at least sixty (60) days prior to the beginning of each fiscal year, shall submit to the Commission a budget and an explanatory budget message in the form and with the contents provided by this Charter. For such purpose, he shall obtain from the head of each office, department or agency of the Village estimates of revenue and expenditure of that office, department or agency detailed by organization units and character and object of expenditure, and such other supporting data as he may request; together with an estimate of all municipal projects pending, or which such department head believes should be undertaken:

A. Within the budget year, and

B. Within the five (5) next succeeding years.

In preparing the budget, the Village Manager shall review and revise the estimates as he may deem advisable.

A. *Budget message.* The budget message submitted by the Village Manager to the Commission shall be explanatory of the budget, shall contain an outline of the proposed financial policies of the Village for the fiscal year and shall

describe in connection therewith the important features of the budget plan. It shall set forth the reasons for salient changes from the previous year in costs and revenue items and shall explain any proposed major changes in financial policy.

B. *Budget for municipal improvements.* As a part of the budget message, with relation to the proposed expenditures for down payments and other proposed expenditures for municipal projects stated in the budget, the Village Manager shall include a statement of pending municipal projects and proposed new municipal projects for the fiscal year and for the five (5) fiscal years succeeding that fiscal year, together with his comments thereon and any estimates of costs prepared by him or by any other office, department or agency of the Village. The budget message shall also detail the prospective amounts for municipal projects proposed to be raised by appropriation in the budget and the respective amounts, if any, proposed to be raised by the issuance of bonds and certificates or notes during the fiscal year or thereafter.

C. *Supporting schedules, etc.* Attached to the budget message shall be such supporting schedules, exhibits and other explanatory material, in respect to both current operations and municipal projects as the Village Manager, shall believe to be useful.

D. *Scope of budget; contents.* The budget shall provide a complete financial plan for the fiscal year. It shall contain in tabular form:

1. A general summary;
2. Detailed estimates of all anticipated revenues;
3. Detailed estimates of all proposed expenditures.

E. *Anticipated revenues.* In parallel columns opposite the several items of anticipated revenues there shall be placed the amount of each item in the budget of the current fiscal year and amount actually received to the time of preparing the budget, plus receipts for the remainder of the current fiscal year estimated as accurately as possible, plus the amount received for each item in each of the two (2) prior fiscal years.

F. *Proposed expenditures.* In parallel columns opposite the several items of proposed expenditures, there shall be placed the amount of each such item in the budget of the current year, and the amount actually expended to the time of preparing the budget, plus the expenditures for the remainder of the current fiscal year estimated as accurately as possible, plus the amounts expended for each item in each of the two (2) prior fiscal years.

G. *Budget and message to be public record.* The budget and budget message and all supporting schedules shall be a public record in the office of the Village Clerk open to public inspection.

H. *Notice of final budget meeting.* At the meeting of the Commission at which the budget and budget message are submitted, the Commission shall determine the place and time of the two public hearings and the final meeting on the budget and shall cause to be posted on the designated official bulletin board of the Village a notice of the places and times not less than ten (10) days prior to the dates on which the Commission will hold the meetings.

If the budget calls for any increase in taxes by the Village, the Village shall endeavor to send a notice of the date of the final budget meeting to each property owner in the Village files and also to those who submit requests to be so notified. With such notice the anticipated increase of taxes shall also be mentioned. The Village Manager shall comply with all provisions of state law relative to procedures in the event of property tax increases.

I. *Vote required to adopt.* The final budget and millage rate shall be adopted by at least three (3) affirmative votes of the Commission.

J. *Effective date; certification.* Upon final adoption, the budget shall be in effect for the fiscal year. A copy of the budget as finally adopted shall be certified by the Village Manager and shall be available for inspection by any and all persons in the office of the Village Clerk.

K. *Effective date.* From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriate to the objects and purposes therein named.

L. *Adoption.* The Commission shall by resolution adopt the budget on or before the thirtieth day of September of each year. If it fails to adopt the budget by this date, the Commission, by resolution, may direct that the amounts appropriated for current operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year for a period of thirty (30) days and renewed by resolution each thirty (30) days with all items in it prorated accordingly, until such time as the Commission adopts a budget for the ensuing fiscal year. A resolution adopting an annual budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated.

M. *Appropriation amendments during the fiscal year.*

1. *Supplemental appropriations.* If during the fiscal year revenues in excess of those estimated in the budget are available for appropriation, the Commission, by resolution, may make supplemental appropriations for the year for projects, activities or undertakings deemed necessary by the Commission up to the amount of such excess, provided, however, the resolution to expend such funds receives at least three (3) affirmative votes of the Commission.

2. *Reduction of appropriations.* If at any time during the fiscal year it appears probable to the Village Manager that the revenues available will be insufficient to meet the amount appropriated, he shall report to the

Commission without delay, indicating the estimated amount of the deficit, any remedial action taken by him and his recommendations as to any other steps to be taken. The Commission shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by resolution reduce one (1) or more appropriations.

3. *Limitations; effective date.* No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof.

The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon its adoption by resolution.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.03 Preparation and submission of budget, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. L, 8-28-06, Election of 11-7-06)

§ 7.04 Monthly report of expenditures.

At the first Commission meeting of each month, the Village Manager shall present a detailed report of the expenditures for the prior month.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.04 Monthly report of expenditures, amended by Res. No. regarding 92-23, § 2, 9-15-92, Election of 11-3-92; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.05 State and county law to apply to taxation.

The general laws of the State of Florida and the County of Miami-Dade upon the subject of taxation shall apply to and govern in the assessment, levy and collection of taxes of the Village and in return and sale of property delinquent therefor and shall also apply and govern with respect to the powers, duties and liabilities of persons and property touching and concerning such taxes, and shall have full force and effect in said Village as far as same may be applicable.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.05 State and county law to apply to taxation, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.06 Correcting assessments.

All provisions in the Charter relating to local assessment for special assessments are directory and any errors, defects or omissions in assessments, levies, sales or proceedings may be corrected at any time.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.06 Correcting assessments, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.07 Bank depositories.

A. *Designation.* It shall be the duty of the Commission to designate the bank or banks to be depositories for the funds of the Village. If there be more than one, the distribution of the several funds shall be made as directed by the Commission.

B. *Bond or Security* All Village depositories shall furnish such bond or security as required by State law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.07 Bank depositories, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE VIII. BORROWING FOR MUNICIPAL PROJECTS

§ 8.01 State Law applicable.

Matters pertaining to borrowing for municipal projects shall be governed by State law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 8.01 State Law applicable had no history of amendments.)

ARTICLE IX. GENERAL PROVISIONS

§ 9.01 Right of eminent domain.

The Village may exercise the right and power of eminent domain; that is, the right to appropriate property, without the owner's consent, for a public purpose.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.01 Right of eminent domain, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.02 Non-discrimination.

No person shall be deprived of any right because of race, religion, sex, sexual orientation, place of origin or physical handicap.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.02 was titled Charter amendments, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.03 Records and accounts to be open to public.

All public records and accounts of every office, department or agency of the Village shall be open to inspection as provided by state law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.03 was titled Non-discrimination, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. M, 8-28-06, Election of 11-7-06)

§ 9.04 Bonds of officers and employees.

Any officers or employees of the Village who have check signing authority or access to Village accounts shall post bond in such amount and with such surety as may be approved by the Commission. The premiums of such bonds shall be paid by the Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.04 was titled Records and accounts to be open to public, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.05 Oath of office/employment.

Every officer and employee of the Village shall, before entering upon the duties of his office, take and subscribe to the following oath or affirmation, to be filed and kept in the office of the Village Clerk:

> I _____, a legal resident of the State of Florida, and being employed by or an officer of North Bay Village, Florida and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support and obey the Constitution and the laws of the United States and of the State of Florida, and that I will, in all respects, observe the provisions of the Charter and Ordinances of the Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.05 was titled Bonds of officers and employees, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 9.06 Scope of authority.

The Village is hereby authorized and empowered in the manner herein provided to cause any waterway within said Village to be bulkheaded; to cause groins or jetties to be constructed along the shore to protect the land area from the effects of tides and winds; to cause boardwalks or other walls or seawalls to be constructed in its public parks and upon or along any property of said Village, or in which it has a perpetual easement, or which is dedicated to said Village or the public along or near the shore; to cause any and all highways, by whatever designation they may be known, or any part thereof, to be lighted, graded, paved, repaved, macadamized and to cause curbs and gutters to be constructed thereupon, and sanitary sewers, storm sewers and other drains to be laid or constructed in any such highway, or part thereof, and/or in any right-

of-way or easement granted to or acquired by said Village or any dedicated way, and to provide for the payment of the cost thereof through special assessments.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.06 was titled Oath of office/employment, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 9.07 ~~North Bay Island z~~Zoning.

(A) *North Bay Island*. Land use and future development of North Bay Island in the Village is hereby restricted to single family residential usage.

(B) *Treasure Island*. Zoning of properties located within Treasure Island that are designated as RS-2 on the Village's official zoning map as of November 4, 2024 shall not be rezoned to any district other than a single-family residential district.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.07 was titled Scope of authority, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.08 ~~Reserved.~~ Advertisement and notice by publication on publicly accessible website.

Notwithstanding any provision to the contrary, wherever in this Charter an advertisement or notice is required to be published in a newspaper of general circulation or other print publication, such advertisement or notice may alternatively be provided on a publicly accessible website, as permitted by chapter 50, Florida Statutes, as may be amended from time to time, provided that:

(A) The cost of providing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper;

(B) Publication on such website conforms with the requirements of section 50.0311, Florida Statutes, as may be amended from time to time; and

(C) Publication on such website is made within the applicable time frame required by this Charter for the respective advertisement or notice, and includes all information required by the respective Charter provisions.

(Prior Charter Section 9.08 was titled North Bay Island zoning, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.09 Insurance benefits for elected officials and the Village Manager.

North Bay Village shall not pay life, health and/or dental insurance benefits for the elected Village officials and/or their family dependents without prior approval by the electorate at a referendum.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.09 Insurance benefits for elected officials and the Village Manager, amended by Res. No. R91-28, § 2, 9-16-91, Election of 11-12-91; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.10 Retirement System.

The Commission may establish and create by ordinance a retirement system for any or all groups of officers, agents or employees of the Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.10 Retirement System, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.11 Nepotism.

No person related up to the second degree of consanguinity or affinity to an elected or appointed Village official (department head and above) shall be eligible to hold a remunerative position with the Village. Any appointed Village official who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal. This provision may be waived during conditions deemed as emergencies by the Village Commission.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Section 9.11 in previous Charter.)

§ 9.12 Conflict of interest.

Appointed officials and employees shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code § 2-11.1.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Section 9.12 in previous Charter.)

§ 9.13 Violation.

Village officials and employees shall follow the provisions of this Charter.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Section 9.13 in previous Charter.)

ARTICLE X. CHARTER AMENDMENTS AND TRANSITION

§ 10.01 Revision provision.

A. This Charter of the Village must be reviewed six (6) years from November 8, 2000 and each sixth year thereafter by an Advisory Charter Review Board Appointed by the Commission with a minimum of five (5) members with at least one (1) representative from each island; any proposed revisions to the Charter must meet

the approval of the qualified electors of the Village at an election to be held at the same time as the regularly scheduled municipal Commission election immediately following each sixth year Charter review.

~~B. It shall be the duty of the Planning and Zoning Board, in cooperation with the Village Attorney, to continuously review the provisions of the zoning regulations, the Comprehensive Master Plan and the Zoning District Map and offer recommendations for the improvement thereof to the Village Commission at maximum intervals of five years commencing in 2013.~~

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(The prior Charter Section 10.01 was titled Title of Charter and there was no history of amendments.)

§ 10.02 Charter amendments.

A. Except with regard to Charter provisions concerning municipal boundaries, North Bay Village may adopt, amend, or revoke its Charter or abolish its existence in the following manner: The Village Commission shall, within one hundred twenty (120) days after adopting a resolution or after the certification of a petition of ten (10%) percent of the qualified electors of the municipality, draft or have drafted by a method determined by a North Bay Village ordinance, a proposed charter amendment, revocation, or abolition which shall be submitted to the electors of North Bay Village. Unless an election occurs not less than sixty (60), nor more than one hundred twenty (120) days after the draft is submitted, the proposal shall be submitted at a special election within that time. No less than thirty (30) days prior to such election the Village Clerk shall make available a copy of the proposed amendment for examination.

B. Upon adoption of an amendment to the Charter of the Village by a majority of the electors voting in a referendum upon such amendment, the Commissioners shall have the amendment incorporated into the Charter and shall file the revised Charter with the Department of State of the State of Florida, at which time the revised Charter shall take effect.

C. The Village may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State of the State of Florida pursuant to the provision of section B.

D. The Village, by unanimous vote of the Commission, may abolish municipal departments provided for in this Charter and amend provisions or language out of the Charter which has been judicially construed to be contrary to either the state or federal constitution.

E. Any provision of the Charter which conflicts with any federal, state or county law shall automatically be changed to conform to such federal, state or county law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(The prior Charter Section 10.02 was titled Effective date, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. N, 8-28-06, Election of 11-7-06)

§ 10.03 Ordinances and state and county law unimpaired.

Nothing in this Charter shall be so construed as to alter, abolish, affect or amend the following: (1) Any of the laws of this state now in force or which hereafter (shall) be enacted relative to towns and cities of the state, incorporated under the general law; or (2) any of the laws of Miami-Dade County; (3) any of the ordinances of the Village, now in force under the municipal government of the Village, except for those that are in conflict with the provisions of this Charter, and these conflicting ordinances are hereby repealed. All such state and county laws and all nonconflicting ordinances of the Village are hereby declared to be in full force and effect.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.03 Ordinances and state and county law unimpaired, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.04 Rights and privileges of officers, etc., not impaired.

Nothing contained in this Charter, except as specifically provided, shall affect or impair the rights or privileges of any officer or employee of the Village or of any office, department or agency existing at the time when this Charter shall take effect, or any provision of law in force at the time when this Charter shall take effect and not inconsistent with the provisions of this Charter, in relation to the duties, responsibilities and emoluments of officers and employees of the Village. This provision shall not be construed to vest in any officer or employee any right or rights not specifically vested herein.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(The prior Charter Section 10.04 Rights and privileges of officers, etc., not impaired, has no history of amendments.)

§ 10.05 Pending matters.

All rights, claims, actions, orders, contracts and legal or administrative proceedings involving the Village shall continue in accordance with their terms and, to the extent applicable, the Charter of the Village as in existence at the time of their occurrence or imposition, as applicable.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.05 Pending matters, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.06 Contracts and public improvements.

All contracts entered into by the Village, or for its benefit, prior to the taking effect of this Charter, shall continue in full force and effect. Public improvements for which

legislative steps have been taken under laws or Charter provisions existing at the time this Charter takes effect may be carried to completion as nearly as practicable in accordance with the provisions of such existing laws and Charter provisions.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.06 Contracts and public improvements has no history of amendments.)

§ 10.07 Pending suits and proceedings not affected.

No action or proceeding, civil or criminal, pending at the time when this Charter shall take effect, brought by or against the Village or any office, department or agency or officer thereof, shall be affected or abated by the adoption of this Charter or by anything herein contained.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.07 Pending suits and proceedings not affected has no history of amendments.)

§ 10.08 Former acts confirmed.

All acts and proceedings of the various officers and employees of the Village before the approval of this Charter are hereby approved, confirmed and validated as of the dates the same were made or done.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.08 Former acts confirmed, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.09 Continuations of existing laws.

Insofar as the provisions of this Charter are the same in terms or in substance and effect as provisions of law in force when this Charter shall take effect, relating to or affecting the Village, the provisions of this Charter are intended to be not a new enactment but a continuation of such provisions of law and this Charter shall be so construed and applied.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.09 Continuations of existing laws, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.10 Transition ordinances.

The Commission shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within sixty (60) days of the first Commission meeting under this Charter for the purpose of facilitating the transition may be passed as emergency ordinances following the procedures in Article III except that transition ordinances shall be effective for up to ninety (90) days after enactment. Thereafter such

ordinances may be readopted, renewed or otherwise continued only in the manner prescribed for normal ordinances in Article III.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.10 Transition ordinances has no history of amendments.)

§ 10.11 Resolving conflicts within charter.

Should there be a conflict or apparent conflict in the provisions of any one section of this Charter or between two (2) or more sections thereof, then the Village Attorney shall resolve such conflict or apparent conflict by a written ruling which shall be legal and binding unless invalidated by a court of competent jurisdiction.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.11 Resolving conflicts within charter, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.12 Severability clause.

If any section or part of section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.12 Severability clause, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

(Prior Charter Section 10.13 was titled Revision provision, amended by (Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-36, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. O, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

(Prior Charter Section 10.14 was titled Violation, amended by (Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

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Elected Official Salaries in Miami-Dade County

(Researched as of February 8, 2024. This data has not been verified by the cities or county and has been prepared for informational purposes for the North Bay Village Charter Review Board)

	A	B	C	D	E
1	**Municipality**	**Mayor Compensation**	**Commission/Council Compensation**	**Set by Charter/Code/Resolution?**	**Text**
2	Aventura	$10,000.00	$7,500.00	Charter	**Section 2.06. Compensation; reimbursement for expenses.** Commissioners shall receive compensation in the amount of $7,500 per fiscal year. The Mayor shall receive compensation in the amount of $10,000 per fiscal year. The Mayor and Commission shall also receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized travel and per diem expenses incurred in the performance of their official duties.
3	Bal Harbour	$30,000.00	$24,000.00	Charter and Code	**Sec. 15. Compensation of councilmen.** The annual salary of councilmen shall be one dollar ($1.00) per annum until changed by ordinance, but shall not be increased during the current term of councilmen enacting such ordinance. **Sec. 2-26. Salaries of Mayor, other members of Council.** The annual salary of the Mayor shall be $30,000.00 per annum and the annual salary of all other Councilmembers shall be $24,000.00 per annum. The salary shall be paid on a monthly basis, with any increase to be paid to the Mayor and Councilmembers enacting this section only following their election to a new term.
4	Bay Harbor Islands	$1.00	$1.00	Charter	**Section 2.06. Compensation.** The annual salary of Council Members shall be one dollar ($1.00) per year until amended by ordinance (a "Salary Adjustment Ordinance"). A Salary Adjustment Ordinance shall not take effect until the current term of all Council Members voting on the Salary Adjustment Ordinance has expired.
5	Biscayne Park*	$2,000.00	$2,000.00	Charter and Code	**Section 2.06. Compensation; reimbursement for expenses.** Members of the Commission shall receive annual compensation as set by ordinance by a four-fifths ⅘ majority vote. Members of the Commission shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties. **Sec. 2-17. Compensation to mayor and commissioners.** (a)Mayor. The mayor of the village shall receive annual compensation which shall be set forth in the budget and which shall be paid in four (4) quarterly installments. This sum is a flat sum to reimburse the mayor for expenses while acting in his or her official capacity as mayor. The mayor shall receive no salary; and shall not be responsible to provide the village with an accounting of expenses. (b)Commissioners. The commissioners of the village shall receive annual compensation which shall be set forth in the budget and which shall be paid in four (4) quarterly installments. This sum is a flat sum to reimburse the commissioners for their expenses while acting in their official capacity as commissioners. The commissioners shall receive no salary; and shall not be responsible to provide the village with an accounting of expenses.
6	Coral Gables^	$69,000.00	$65,000.00	Charter and Code	**Sec. 7. Compensation, Commissioners and Mayor.** The Commission may, by ordinance, provide for the compensation of its members, including the Mayor, and for the allowance of travel and office expenses. **Sec. 2-29. Compensation of mayor, commissioners; travel allowance; office expense.** (a)Compensation. The annual compensation of the five members of the city commission for the fiscal year beginning October 1, 2023, shall be $69,000.00 for the mayor, $67,000.00 for the vice-mayor, and $65,000.00 for each of the three commissioners. Commencing October 1, 1986, and each October thereafter, all increases in compensation for elected officials shall be tied to the annual increase in the CPI-W for urban wage earners and clerical workers from the preceding July, and shall be ratified by the commission at a public hearing, with such increase to be retroactive to the beginning of the fiscal year. (b)Travel expense. Travel expense for each commissioner is hereby fixed at $1,200.00 per annum, and travel expense for the mayor-commissioner is hereby fixed at $1,800.00 per annum, at a minimum, or as provided for in the annual adopted budget. (c)Expense allowance. An expense allowance for each commissioner is hereby fixed at $800.00 per month, at a minimum, or as provided for in the annual adopted budget. (d)Mayor's office allowance. Office allowance for the mayor for secretarial, telephone, postage and like expenses is hereby fixed at $100.00 per month, at a minimum, or as provided for in the annual adopted budget. (e)Car allowance. A car allowance for each commissioner is hereby fixed at $703.84 per month, at a minimum, or as provided for in the annual adopted budget.
7	Cutler Bay^	$12,000.00	$6,000.00	Charter	**Section 2.6. Compensation; Reimbursement for Expenses.** District council members and the vice-mayor shall receive compensation in the amount of $500.00 per month and the mayor shall receive compensation in the amount of $1,000.00 per month. These payments shall be increased, but not decreased, by the Consumer Price Index (CPI) annually. Furthermore elected officials and authorized employees of the town shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties.
8	Doral^	$50,000.00	$12,000.00	Charter	**Sec. 2.06. Compensation; reimbursement for expenses.** Councilmembers shall receive compensation in the amount of $12,000 per fiscal year. The Mayor shall receive compensation in the amount of $50,000 per fiscal year. The above notwithstanding, the compensation for Councilmembers and the Mayor shall be adjusted each calendar year consistent with the Urban Consumer Price Index. The Council shall also receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties.

Elected Official Salaries in Miami-Dade County

(Researched as of February 8, 2024. This data has not been verified by the cities or county and has been prepared for informational purposes for the North Bay Village Charter Review Board)

	A	B	C	D	E
1	**Municipality**	**Mayor Compensation**	**Commission/Council Compensation**	**Set by Charter/Code/Resolution?**	**Text**
9	El Portal*	$3,000.00	$3,000.00	Charter and Code	**Section 2.06. - Compensation; reimbursement for expenses.** Councilpersons shall receive annual compensation in an amount prescribed by ordinance. Councilpersons shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized travel and per diem expenses incurred in the performance of their official duties. **Sec. 2-15. - Annual reimbursement fund for mayor and council.** An annual reimbursement fund of $1,000.00 for the mayor and each member of the village council is hereby created. One-fourth of said funds to be paid on a quarterly basis during members term of office, beginning with 1998-99 fiscal year. This fund in no way construes total reimbursement of expenses for members attending seminars, conventions, etc., and for legal and transportation expenses. The presentation of a voucher will not be required. Each member will receive $1,000.00 annual reimbursement as appropriated for the fiscal year.
10	Florida City*	$15,797.96	$15,797.96	Charter and Resolution	**Section 2.05. Compensation.** The City Commission shall determine the annual salary of the Mayor and Commission members by resolution and cannot exceed the budgeted amount. Business expenses must be in the annual budget and cannot exceed the budgeted amount unless there is good cause shown.
11	Golden Beach*	$1.00	$1.00		
12	Hialeah*	$150,000.00	$2,474.42	Charter	**Section 2.01. Mayor.** (e)Compensation. The annual salary of the mayor shall be established in the amount of $150,000. The annual expense account of the mayor shall be established in the amount of $40,000 to defray travel, per diem, meals and other travel-related expenses in connection with the duties of the mayor. The combined salary and the expense account shall be the total annual compensation of the mayor. The salary and expense account shall be provided in the annual budget adopted by ordinance. **Section 2.02. City Council.** (e)Compensation. The annual salary of city councilmembers shall be approved as an annual budgetary item. Under circumstances where the council president or other elected person pursuant to paragraph 2.01(c) assumes the duties of the mayor, the council president shall receive the mayor's salary during the performance of the mayor's duties.
13	Hialeah Gardens*	$150,346.56	$33,917.52	Charter	**Sec. 4. Rate of compensation of the City Council members and the Mayor.** A.The rate of compensation paid to Councilpersons shall be set by ordinance, provided, however, that there shall be at least a required four-fifths vote of the Council for adoption of any such ordinance. B.The rate of compensation paid to the Mayor shall be set by ordinance, provided, however, that there shall be at least a required four-fifths vote of the Council for adoption of any such ordinance.
14	Homestead	$6,000.00	$4,800.00	Charter and Code	**Sec. 2.06. Compensation.** (a)The compensation of Council Members shall be fixed by ordinance. No Council Member shall receive compensation, either directly or indirectly, from the City, except such compensation as provided by ordinance. (b)An ordinance increasing the compensation to any or all Council Members shall not take effect until after the next election. This restriction shall not be construed to apply to insurance programs of the City. **Sec. 2-22. Salaries.** (a)The salary of the mayor-councilman of the city, commencing on the ninth day of December, 1987, is hereby fixed in the amount of five hundred dollars ($500.00) per month, and in addition thereto, there is hereby established an expense account for the office of mayor-councilman the amount of said expense account shall be approved by voice vote of the city council at a regularly scheduled meeting and may be amended from time to time by a majority vote of the city council. Said expense account is to be used by the mayor-councilman in carrying out his official duties and obligations on behalf of the city. (b)The salary of the councilmen of the city, commencing on the ninth day of December, 1987, is hereby fixed in the amount of four hundred dollars ($400.00) per month, and in addition thereto there is hereby established an expense account for councilmen the amount of said expense account shall be approved by voice vote of the city council at a regularly scheduled meeting and may be amended from time to time by a majority vote of the city council. Said expense account is to be used by the councilmen in carrying out their duties and obligations on behalf of the city.
15	Indian Creek	$0.00	$0.00	Charter	**Sec. 3.04. Compensation.** Councilmembers shall serve without compensation.
16	Key Biscayne	$0.00	$0.00	Charter	**Section 2.07. No compensation; reimbursement for expenses.** Council Members (including the Mayor) shall serve without compensation but shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized travel and per diem expenses incurred in the performance of their official duties.
17	Medley			Charter and Code	**Sec. 8. Compensation of Mayor and Councilmembers.** Compensation of the Mayor and Councilmembers shall be prescribed by ordinance and fixed in the annual budget.
18	Miami	$97,000.00	$58,200.00	Charter	**Sec. 4. Form of government; nomination and election.** (h)Salaries of the mayor and commission. Effective on November 4, 2003, there shall be paid to the city commissioners the sum of $58,200, which is equal to sixty percent of the mayor's salary in effect on July 16, 2003. Such salary shall be paid per year for each commissioner, in twelve equal installments. The compensation of the mayor shall be determined by the commission.
19	Miami Beach	$10,000.00	$6,000.00	Charter	**Sec. 2.02. Term, term limits and compensation.** The annual compensation for the Office of Commissioner shall be six thousand dollars ($6,000.00) and the compensation for the Office of Mayor shall be ten thousand dollars ($10,000.00); any increase in salary for Mayor and/or Commissioner shall require approval of a majority of the electorate voting at a City election.
20	Miami Dade County^		$6,000.00	Charter	**SECTION 1.06. SALARY.** Each County Commissioner shall receive a salary of $6,000 per year payable monthly and shall be entitled to be reimbursed for such reasonable and necessary expenses as may be approved by the Board.

Elected Official Salaries in Miami-Dade County

(Researched as of February 8, 2024. This data has not been verified by the cities or county and has been prepared for informational purposes for the North Bay Village Charter Review Board)

	A	B	C	D	E
1	**Municipality**	**Mayor Compensation**	**Commission/Council Compensation**	**Set by Charter/Code/Resolution?**	**Text**
21	Miami Gardens*	$80,000.00	$40,000.00	Charter	**Section 2.6. Compensation; Reimbursement for Expenses.** The City Council shall determine the annual salary and professional expenses of the Mayor and Councilmembers by ordinance at budget time. An ordinance fixing the salaries and professional expenses of the Mayor and City Council shall only be considered every five (5) years.
22	Miami Lakes^	$18,000.00	$0.00	Charter and Code	**Section 2.6 Compensation; Reimbursement for Expenses.** (a)Councilmembers shall serve without compensation. Councilmembers and the Mayor shall receive a payment in the amount of $400 per month as reimbursement for expenses incurred in the performance of their official duties. This payment shall be increased, but not decreased, annually in an amount equal to the percentage increase if any, in the Consumer Price Index for the Miami area, all categories. (b)The Council may by ordinance establish a salary for the Mayor. **Sec. 2-52. Salary and benefits of Mayor.** The Town Mayor shall receive the following: (1)The sum of $18,000.00 annually payable bi-weekly. An annual increase, commensurate with the U.S. Department of Labor, Consumer Price Index for Miami Ft. Lauderdale will be made on an annual basis effective December 2017; (2)A monthly car allowance in the amount of $600.00; (3)Individual medical insurance at no cost to the Mayor from the same health insurance plan available to Town employees; and (4)The Mayor may purchase dependent medical insurance coverage at the Mayor's own expense from the health insurance plan available to Town employees.
23	Miami Shores	$1.00	$1.00	Code	**Sec. 2-32. Compensation.** The compensation of each member of the council shall be $1.00 per year.
24	Miami Springs*	$7,800.00	$6,000.00	Charter	**Sec. 5.03. Compensation of Council.** The compensation of the Council and Mayor shall be fixed by ordinance based upon the level of compensation in effect as of the adoption of this charter and in no event may compensation be increased in excess of 5% of said compensation in any 2-year period. The City Council voting to increase such compensation shall not be eligible therefor until the anniversary date of their election in the last year of their term in office. Should any increase in excess of 5% be considered necessary by the Council in order to maintain a compensation level consistent with general economic conditions, then such proposal shall be submitted to the electorate by referendum. The term compensation as used herein shall be deemed to include both salary and a fixed allowance for expenses to be set forth in the budget.
25	North Bay Village	$7,800.00	$6,300.00	Charter	**§ 3.04 Compensation.** Each Commission member will be compensated six thousand three hundred dollars ($6,300.00), per year payable at five hundred twenty-five dollars ($525.00) per month. The Mayor will be compensated seven thousand eight hundred dollars ($7,800.00) per year payable at six hundred fifty dollars ($650.00) per month.
26	North Miami*	$89,880	$77,910	Charter and Resolution	**Sec. 12. Compensation.** The city council determines the annual salary of the mayor and councilmembers by resolution and cannot exceed the budgeted amount. Business expenses must be in the annual budget and cannot exceed the budgeted amount unless there is good cause shown.
27	North Miami Beach			Charter	**Sec. 2.3 Compensation.** Members of the City Commission shall receive such compensation as shall be fixed by the Commission. The compensation of members of the City Commission may be increased by the affirmative vote of five members of the Commission. The compensation shall be payable as other expenses of the City are paid. In addition to the compensation as provided herein, the Mayor shall annually be provided with an expense fund of twelve hundred dollars ($1,200.00) to meet extraordinary expenses of his office as Mayor, payable at the rate of one hundred dollars ($100.00) per month. No accounting shall be required of expenditures by the Mayor from such fund. Insurance benefits provided to members of City Commission shall only be paid for by the City during their actual term of service. After their term of service, Commissioners may be offered the opportunity to remain in the City's insurance plan(s) at their own expense. This provision shall not affect continuing City Commission benefits previously established and available to active or former members of City Commission elected for at least one (1) term of office prior to the election of May 2009. The salaries of elected officers shall not be reduced during the terms for which they were elected.
28	Opa-locka	$6,600.00	$6,600.00	Charter and Code	**Section 2.3. Mayor and commission compensation.** Compensation for the mayor and commissioners shall be set at five hundred fifty dollars ($550.00) per month. **Sec. 2-26. Compensation.** Pursuant to the provisions of section 7 of the Charter, there is hereby prescribed as the compensation to be received by the mayor the sum of five hundred fifty dollars ($550.00) per month and to be received by each member of the city commission the sum of five hundred fifty dollars ($550.00) per month as salary for their respective offices; provided, however, that no individual commissioner nor the mayor shall receive compensation from the city in excess of the amounts set forth herein for any month pursuant to the provisions of this section.
29	Palmetto Bay	$24,000.00	$12,000.00	Charter	**Section 2.6. Compensation; Reimbursement for Expenses.** Council members and the Vice-Mayor shall receive compensation in the amount of $1,000.00 per month and the Mayor shall receive compensation in the amount of $2,000.00 per month. These payments shall be increased or decreased solely by amendment of this Charter. Furthermore elected officials and authorized employees of the Village shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties.
30	Pinecrest	$0.00	$0.00	Charter	**Section 2.6 Compensation; Reimbursement for Expenses.** Councilmembers (including the Mayor) shall serve without compensation but shall receive reimbursement in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized expenses incurred in the performance of their official duties.

Elected Official Salaries in Miami-Dade County

(Researched as of February 8, 2024. This data has not been verified by the cities or county and has been prepared for informational purposes for the North Bay Village Charter Review Board)

	A	B	C	D	E
1	**Municipality**	**Mayor Compensation**	**Commission/Council Compensation**	**Set by Charter/Code/Resolution?**	**Text**
31	South Miami*	$14,000.00	$12,000.00	Charter and Ordinance	**SECTION 3.Compensation** The annual salaries and expense accounts of the Commission shall be prescribed by ordinance adopted prior to approval of the annual budget. Increases in salaries and expense accounts of the Commission shall take effect after the next general election. Decreases shall take effect upon approval of the budget.
32	Sunny Isles Beach^	$15,000.00	$12,000.00	Charter	**§ C-2.6. Compensation; reimbursement for expenses.** Commissioners (including the Mayor) shall receive compensation in the amount of $1,000.00 per month and the Mayor shall receive compensation in the amount of $1,250.00 per month. Compensation provided herein, shall be annually increased in accordance with the Miami-Fort Lauderdale-West Palm Beach FL Consumer Price Index in October of each year. Further, the Mayor and City Commissioners shall receive reimbursement for business expenses in accordance with applicable law, or as may be otherwise provided by ordinance.
33	Surfside	$1.00	$1.00	Charter	**Sec. 7. Salary.** Commencing with the term of office, beginning at 8:00 p.m. on the day following the General Election in 1978, the mayor and members of commission shall be paid the sum of one dollar ($1.00) per fiscal year for attendance at monthly council meetings, irrespective of the number of regular or special meetings attended within such fiscal year.
34	Sweetwater*	$195,000	$29,905.56	Charter and Ordinance/Resolution	**Section 3.04. Compensation and expense.** The city commission shall determine the annual salary and the expenses of commission members and the mayor by ordinance or resolution. The commission may provide an annual cost of living increase in such salary and expenses as a part of the budget process which will be effective at the commencement of the fiscal year as a part of the operating budget of the city.
35	Virginia Gardens^	$2,100.00	$2,100.00	Code	**Sec. 2-26. Compensation.** All members of the village council shall receive a compensation of one hundred seventy-five dollars ($175.00) per month. If any councilmember does not attend the duly called meetings, the council may, upon proper motion duly made, seconded and passed require such person to forfeit all or part of the compensation for such period as the council deems appropriate.
36	West Miami^	Max $600 ($20 per meeting not to exceed 30 meetings)	Max $600 ($20 per meeting not to exceed 30 meetings)	Charter and Code	**§ 3.04 — Compensation and expenses.** Members of the Council shall receive compensation in the amount of twenty dollars ($20.00) per meeting, on attendance, until such is changed by the Council in accordance with the provisions of this Charter. Members of Council may be excused with compensation for not more than two (2) meetings during each year of the member's term of office. Members of Council shall not receive compensation for attendance at not more than thirty (30) meetings during any fiscal year. The Council may determine the annual salary of Council members by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of the Council members elected at the next regular election, provided that such election follows the adoption of such ordinance by at least six (6) months, and such ordinance is approved by the majority of the electors who voted in such election. The Council, by resolution, may authorize a One Hundred Dollar ($100.00) per month non-accountable expense account for each councilman and the Mayor. The Council may, at a regularly called meeting and by a four-fifths (⅘) affirmative vote, approve additional expenses for Council members for travel and/or per diem expenses within the State of Florida, provided, however, such travel and per diem expenses are for the direct benefit and/or direct city business. It is not the intent hereby to permit payment of expenses and/or per diem expenses for travel for attendance at seminars, conventions, dinners, for lobbying purposes or for other such uses. Expenses for travel and/or per diem expenses shall be limited to that as is provided for within the Statutes of the State of Florida.
37					
38	*Salary amount is as described in NBV Clerk's 2024 Elected Official Salary Survey				
39	^ Salary amount differs from the NBV Clerk's 2024 Elected Official Salary Survey, likely due to exclusion of other benefits				
40	This report does not reflect additional forms of compensation, other benefits, or funding types such as car allowances, cellular phone/tablet allowances, city-issued credit cards, expense accounts (accountable or non-accountable), retirement benefits (e.g., FRS), health benefits, pension benefits, travel budgets, or discretionary funds (e.g., contingencies, elected official sponsored events, public relations).				
41	Some information is missing from this report as it was not immediately available				

Compensation of Elected Officials in Miami-Dade County

Some things have changed and much has stayed the same in the ten years since the Miami-Dade Commission on Ethics and Public Trust published its first report on the compensation of elected officials and the oversight, or lack thereof, over their spending. This report updates the earlier one, providing Miami-Dade County residents with a way to easily understand how their local leaders are paid and how that compensation compares to other local municipalities.

The county's 34 municipalities offer their mayors and council or commission members a broad variety of salary and benefits packages. At one end of the scale are communities like Indian Creek Village that consider their elected officials volunteers who are giving their time for the betterment of the community. The Indian Creek Village Mayor and Council Members are not compensated in any way for anything, according to the Village Clerk. Several other communities, including Golden Beach, Surfside and Key Biscayne pay their officials either a $1 token salary, or nothing at all. Some of those communities do pay for certain expenses their officials may incur, like travel to the Florida League of Cities meetings, but those expenses are generally quite limited.

At the other end of the scale are communities like Hialeah Gardens, where the Mayor was paid an annual salary of $115,648 and also received taxable fringe benefits of $73,000, which the City terms an expense allowance. This type of allowance is different from an expense account that would allow the Mayor to request reimbursement for any City expenses he covered out of his pocket. Expense plans of that nature, called accountable plans, must be substantiated, usually through a receipt. Instead, the type of allowance used in Hialeah Gardens is called a non-accountable plan because the Mayor is not required to account for how he spent the money, or even if he spent it at all. In fact, the IRS treats non-accountable expense allowances as taxable fringe benefits, essentially as income.

Several Miami-Dade municipalities and the county used expense allowances or other taxable fringe benefits to increase the overall compensation of their elected officials while keeping their official

salaries technically low. In some communities, the elected officials have car and cell phone allowances, for example.

As the Commission on Ethics noted in the last report, non-accountable expense allowances are objectionable for public employees. They do not provide the transparency and accountability that should exist in government because they do not require elected officials to account for how money is spent, or even if it is spent with a public purpose.

Non-accountable expense plans also allow elected officials to circumvent charter restrictions on raising their own salaries without voter approval.

These charter restrictions can also be problematic because they often leave no room for salaries to be raised to match increases in the cost of living. Miami-Dade's County Commissioners offer a stark example of this. Their $6,000 salaries haven't been raised since 1957. Given the full-time nature of their positions, Commissioners aren't earning even close to minimum wage from their salary alone. By contrast, Broward County Commissioners are paid $99,997 annually.

To give the information in this report context, the population of each municipality is included. Readers will notice that municipalities of similar size often pay very different salaries to their elected officials. In some cases, that difference is due to the different forms of government – either a strong mayor form in which the mayor is the city's chief executive, or a manager form, where a professional, chosen by vote of the mayor and commission, runs the day-to-day operations of the municipality. This report includes the salaries of city managers in those communities that do not have a strong mayor form of government. This information was included because many strong mayors are paid salaries commensurate with city managers. The exception in Miami-Dade County is Virginia Gardens, which has a strong mayor system, but pays its mayor a small, part-time salary with few fringe benefits.

Also added to this report is information about how much taxpayers spend to fund the retirement benefits of their elected officials. The county and some of the municipalities participate in the Florida Retirement System and fund the pension accounts of their elected officials according to a formula established by the legislature. Other municipalities participate in the same system, but fund their elected officials as regular employees. Still others have their own pension system or offer no retirement benefits whatsoever to elected officials.

Aventura (Pop. 37,724)

Salaries are set by the charter but the non-accountable expenses paid to the Mayor and Commissioners can be and have been raised by ordinance.

The Mayor receives an annual salary of $10,000 and each Commissioner is paid $7,500. They each also receive money from a non-accountable expense plan of more than $8,000. In fiscal year 2017, those payments totaled $8,301, up from $8,059 the year before. The increase was described as a cost of living increase last year year, though the amount was raised to $8059, from $6,059, by ordinance in 2015. The City Manager is paid a salary of $252,000.

The City has in the past covered travel expenses, but did not in 2016. None of the elected officials have city-issued purchasing cards or mobile phone or car allowances.

Since the Ethics Commission's last report, the City has standardized the amount it pays Commissioners, but it continues to use the objectionable non-accountable expense plan.

The City does not contribute anything toward a retirement fund or pension for the Mayor and Commissioners.

Bal Harbour (Pop. 3,050)

The Mayor was paid $1,800 and the Council Members were paid $1,200 in FY2017 but the Council voted to raise that to $30,000 for the Mayor and $24,000 in September 2017. The increases were set to go into effect only after the current Mayor and Council have completed their terms.

The Mayor and Council also have the option to be covered by the Village's health insurance plan. The Village does not provide any car, mobile phone or expense allowances for the Mayor and Council, nor are the elected officials issued Village credit cards. They are reimbursed for any travel they do on behalf of the Village. The Village Manager is paid a salary $222,847.

The Village does not contribute anything toward a retirement fund or pension.

Bay Harbor Islands (Pop. 5,975)

The Mayor and Town Council Members are each paid $1 per year. Their salaries are set in the Town Charter but can be changed by ordinance, with a caveat that the change will only go into effect after the

current term of the Council Members voting for it. They do not receive phone, expense or car allowances and have no credit cards.

They are reimbursed for Town-related travel. In FY2016, the Mayor and Council Members were reimbursed $12,558 in travel expenses to attend events like the annual Florida League of Cities meeting and Miami-Dade County Days in Tallahassee. The Council Members' use of Town expense accounts ranges from Councilwoman Stephanie Bruder, who was not reimbursed for anything, to Councilman Robert Yaffee, who was reimbursed for $3,280 in expenses. The Town Manager is paid a salary $172,578.90.

The Town does not contribute to any retirement account or pension fund for the Mayor or Council Members.

Biscayne Park (Pop. 3198)

Compensation for the Mayor and Village Commissioners is set by ordinance. The Mayor received an annual salary of $4,000 and each Commissioner was paid $2,000 in 2017. The Commissioners and the Mayor are also reimbursed for travel, promotional activities and memberships in organizations like the Florida League of Cities. The Village budgets $1,500 for the Commission's travel, $1,000 for promotional activities and $900 for subscriptions and memberships. The reimbursement is done after the fact, when a Commissioner or the Mayor submits a request with receipts. Last year the Commissioners and Mayor were reimbursed $1,100 for travel, $3,202 for promotional activities, $1,739 for subscriptions and memberships and $1,171 for education and training.

The Village doesn't issue credit cards to elected officials and none of the elected officials receive car or phone allowances. The Village Manager is paid a salary of $83,041.

The Village does not contribute to any retirement program for the elected officials.

Coral Gables (Pop. 50,815)

The compensation for elected officials is set by ordinance. The Mayor's annual salary was set at $38,244 in 2017; the Vice Mayor's was $33,458; the three Commissioners each received $31,076. The Mayor receives a $6,000 annual travel allowance from a non-accountable fund. The Vice Mayor and Commissioners each receive a $4,800 travel allowance.

The Mayor, Vice Mayor and Commissioners do not receive car allowances or have city-issued credit cards. They each receive a cell phone that the city pays for. Each reimburses the city $20 per month to cover their personal use of those phones.

The City Manager is paid a salary of $209,976.

The Mayor and City Commission participate in the Florida Retirement System (FRS). The City contributes 45.5% of their wages each year (36.9% for Comm. Keon because she is already collecting). The total dollar amount of the City's contribution to the FRS for FY2017 on behalf of the Mayor and Commissioners was $63,428.28.

Cutler Bay (Pop. 44,707)

The salaries of the Mayor, Vice Mayor and Council Members are set by charter, with annual cost of living increases pegged to the consumer price index. The Mayor's annual salary was $15,376.68 in 2017 while the Vice Mayor and Council Members were paid $7,688.16. They are also paid monthly travel and cell phone allowances from non-accountable funds. The Mayor receives $2,400 a year for travel and $1,800 a year as a phone allowance. The Vice Mayor and the Council Members each receive $1,200 a year for travel and $1,320 as a phone allowance.

Cutler Bay also reimburses the Mayor, Vice Mayor and Council Members for city-related activities like attending luncheons and travelling to Tallahassee during the legislative session. In FY2016, the city budgeted $5,500 for the Mayor's expenses and $4,500 for the expenses of the Vice Mayor and each of the Council Members. The Mayor spent $3,392 while the Council Members spent between $1,171 (seat three) and $2,950 (Vice Mayor).

The Town Manager is paid a salary of $197,538.

Cutler Bay participates in the Florida Retirement System. The contributions are a percentage of salary and are set by the legislature. Currently, the contribution rate for Elected Officials is 45.5%, with one exception – Council Member Coriat participates in FRS through his school employer and, as such, participates in the Town's FRS as a "regular" employee, not as an Elected Official. Accordingly, his Town contribution rate is 7.92%, not 45.5%).

Doral (Pop. 57,947)

The salaries of the Mayor and City Council Members are set by charter, with annual raises pegged to the Consumer Price Index. The Mayor made $68,365 annually in 2017, while each Council Member was

paid $16,399. They each also received a non-accountable stipend to cover expenses in the amount of $30,000 annually.

The Mayor and the Council Members also each have a budget of $15,000 for travel. Further, the Mayor and the Council share a budget of $7,800 for communications expenses, $25,000 for office supplies and $30,000 for dues and memberships.

The City does not issue credit cards to elected officials.

Since the last Commission report on compensation, the City has standardized the Council Members' compensation – each one received different amounts at the time of the prior report. The City is still using non-accountable expense allowances, however.

The City Manager is paid a salary of $206,237.

The City contributes 18 percent of each elected officials' salary to a pension fund. The non-accountable funds are not included in that calculation.

El Portal (Pop. 2,480)

The Mayor and Council Members receive what the Village terms an "allocation" of $3,000 a year, which is set by ordinance. This functions like a salary, though it is paid quarterly. They do not have car allowances or Village-issued credit cards. Each Council Member receives a cell phone allowance of $70 per month. The Mayor receives a cell phone allowance of $136.66 a month. Only one Council Member, Omar Nickerson, receives his cell phone allowance as a stipend. The other Council Members and the Mayor instead have mobile phones that are paid for by the Village.

Each Council Member has a travel budget of $500 and the Mayor has a travel budget of $1,640. They must submit expense reports and receipts to be reimbursed for city travel out of those accounts. They do not have Village-issued credit cards.

The Village Manager is paid a salary of $85,000.

The Village began contributing to the Florida Retirement System on behalf of its elected officials in October 2017, with $11,400 budgeted for that purpose.

Florida City (Pop. 12,078)

The compensation of the Mayor and City Commissioners is determined by ordinance during the budget

process. The Mayor is paid an annual salary of $176,155. He also receives an annual expense allowance of $6,510 in a non-accountable plan. His cell phone and car are provided by the city. Florida City has a strong mayor form of government.

The four Commissioners each receive a salary of $10,400. They also receive $48 a month to cover their cell phones and share a city car they are allowed to use for city business. While their salaries have not increased in many years, they also receive a generous pension for their service. Funding the pension costs Florida City tax payers $500,000 annually.

When any of them travel on City business, they are reimbursed for normal expenses.

Golden Beach (Pop. 968)

The Mayor and Council Members are paid a $1 annual salary. They receive no cell phone or car allowance and were not reimbursed for any travel expenses in 2016. The city does not contribute to any pension fund or retirement plan on their behalf. The City Manager is paid a salary of $182,973.

Hialeah (Pop. 236,387)

According to the City Charter, the salaries of the Mayor and the Members of the Council are set by ordinance during the budget process. According to budget information the City posts online, the Mayor received a salary of $150,000. There was also a line item for the Mayor's expenses for $40,000, but it was unclear if this was an accountable or non-accountable expense plan. There were separate line items for travel expenses and miscellaneous expenses.

The City has a strong mayor form of government and there is no City Manager.

It is unclear from the budget how much the Council Members are paid. The clerk's office has a line item in its budget for $291,800 for "Council Expenses." Presumably the Council Members' salaries are part of the expenses.

Hialeah Gardens (Pop. 23,837)

The compensation of the Mayor and Council Members is set by ordinance. The Mayor was paid an annual salary of $115,648 and also received an expense allowance of $73,000 from a non-accountable plan. The City Council Members were paid $12,047.40 in annual salary and received an additional

$25,615 each as an expense allowance. The City has a strong mayor form of government and there is no City Manager.

The Mayor is reimbursed for his mobile phone and two of the Council Members received a $45 monthly phone allowance that is paid with their salary payments.

The City also budgeted $10,000 for the Mayor's expenses.

None of the elected officials are issued City credit cards.

The compensation system in Hialeah Gardens has not changed significantly since the last report.

The City offers a matching contribution of up to 5% for the 401A pension plan and a 2% contribution to the 457 deferred compensation plan to all full time employees and elected officials.

Homestead (Pop. 67,996)

The salaries of elected officials are set by ordinance. The Mayor received an annual salary of $6,000 while the Council Members earned $4,800 each year. They also received, as taxable fringe benefits, car allowances and expense allowances. The Mayor's annual car allowance was $12,500 and the Council Members received $11,500. The Mayor also received $14,700 as an expense allowance and the Council Members received $13,700.

The City budgets $12,000 for the travel expenses of the Mayor and $9,000 for the Council Members. The expenses are reimbursed after travel is completed. The City also allows the Mayor $5,000 to spend on public relations while budgeting $4,000 for each of the Council Members.

Finally, the City has eight committees, each with its own $10,000 budget, except the tourism committee, which has a $15,000 budget. The Mayor, Vice Mayor and Council Members are assigned to one or two committees and have the authority to determine how the committee budget is spent.

All elected officials in Homestead have city-issued credit cards, the only significant change in Homestead since the last report, when they were not issued credit cards.

The City Manager makes a salary of $210,120.

Homestead changed its pension plan in 2002 to save money. For Fiscal Year 2018, it budgeted $297,864 to contribute to the plan that still covers retired officials who were elected before Feb. 18, 2002. It budgeted $108,151 to contribute to the plan that covers officials elected after that date.

Indian Creek Village (Pop. 91)

Indian Creek Village elected officials are not compensated in any way for anything. This is in the Village Charter. The Village Manager makes a salary of $107,936.00.

Key Biscayne (Pop. 13,019)

The Village Charter specifies that elected officials receive no salary. They don't receive car or mobile phone allowances either and do not have Village-issued credit cards or any retirement benefits. The Village Manager makes a salary of $199,335.

Medley (Pop. 1,100)

The compensation of the Mayor and Council Members is set by ordinance. The Mayor of Medley was paid an annual salary of $187,152 while the Council Members received $39,652 a year. Medley has a strong mayor form of government. The Council Members and the Mayor are also provided with cell phones under the Town's plan, at a cost of about $100 a month for each one. The Town does not pay a car allowance or any other taxable fringe benefits and the Mayor and Council Members are not issued credit cards.

The Town contributes five percent of gross salary to a 401A account for all elected officials. In addition the Town contributes to a Town of Medley General Employees' Pension Plan for employees and elected officials. The ARC is not segregated between elected officials and general employees.

Miami (Pop. 453,579)

The Mayor's salary of $97,000 is set by ordinance, with the Commissioner's salary set at 60 percent of the Mayor's salary, or currently $58,200. Miami's City Manager earns $231,402.

Four of the five Commissioners receive taxable fringe benefits amounting to $46,400 while the Commissioner for District Two is set at $52,400.

Two of the five Commissioners maintain a budget for "aids to private organizations" while three of the five budgeted for travel and two budgeted money for "communications and related purposes."

The City contributes $19,400 to a retirement account for the Mayor and $11,640 to retirement accounts for three of the Commissioners. The other two, then Commissioners Frank Carollo and Francis Suarez

(now Mayor,) opted out of the program, but the City Attorney's Office opined in late November that the City owed $36,860 to Carollo's 401A plan and a transfer was made. The City also spent $510,000 this year to fund its Elected Officer's Retirement Trust, which currently serves six current and former officials. Elected officials have to serve at least seven years in office to be eligible for retirement benefits from the Trust.

Miami Beach (Pop. 91,917)

The compensation of the elected officials is set by ordinance. The Mayor receives an annual salary of $10,171 and the Commission Members are paid $6,098. The Mayor also receives taxable fringe benefits of $30,000, while the Commission Members receive $24,000.

The elected officials can also request reimbursement for travel conducted on City business. Last year, Commissioner Rosen Gonzalez was the only one who did so; she was reimbursed for $831 in expenses.

The Commission has a $10,000 budget for catering for the Commission and executive session meetings and a $40,000 budget for events.

The City Manager makes an annual salary of $282,535.

The City funds retirement plans for each of the six Commissioners. The Mayor opted out of the pension plan.

Miami-Dade County (Pop. 2,456,378)

The salaries of the Commissioners are set by charter at $6,000 annually but they receive additional compensation as non-accountable allowances for $55,100, which includes a cash allocation, an expense allowance, a supplemental pension contribution and a car allowance. Each also receives a county cell phone.

Each Commission district is assigned a county credit card. Nine of the 13 Commissioners have the card in their own name, while four have the cards in the names of staffers. The amount of money spent on the purchasing cards varies from a high of $36,370 spent by the Commissioner for District Two to the negative balances on two Commissioners' cards at the end of FY16.

Miami-Dade's "strong Mayor" set his own salary at $150,000, significantly lower than the $235,922 that his predecessor received. The Board of County Commissioners approved the Mayor's new salary. He

did not request any expense allowances. The previous Mayor received $52,000 in executive benefits and an expense allowance, plus a $9,600 car allowance. He has a county cell phone and county car.

The County contributes to the Florida Retirement System fund for the pensions of the elected officials at rates set by the legislature. For Fiscal year 2016-17 the rate was 42.27 percent from October 1 to June 30 and on July 1 it changed to 45.50 percent. The blended rate for the year was 43.14 percent

The amount contributed for each Commissioner was $2,588.40 for a total of $33,649 for all 13 Commissioners. Their retirement benefits are calculated based on their base salary only, not their taxable fringe benefits. The amount for the Mayor was $64,710.

Miami Gardens (Pop. 113,058)

The salaries of the Mayor and Members of the City Council are set by the charter and can only be increased – though not decreased – by amendment to the charter. The Council Members receive $12,000 annually and the Mayor receives $42,000. The City does not cover their mobile phones or give them car or expense allowances. The City issues purchasing cards to each Council Member and to the Mayor and most of their travel and other allowed expenses are paid either with the card, or with an invoice from a vendor. Each Council Member and the Mayor have annual budgets of $14,400 for expenses. Of the $100,800 in the total expense fund, all but $2,117 was spent last year. The Mayor has a separate travel budget for $12,648, out of which $12,509 was spent last year.

The City Manager makes an annual salary $198,248. The City contributed $8,730 to the Florida Retirement System accounts of the Mayor and Council Members.

Miami Lakes (Pop. 30,873)

The various ways the Mayor and Council Members are compensated is set through the budget process. The Mayor received an $18,200 salary in FY2016. He also received a monthly car allowance of $600 and another $580.63 as an expense allowance. His total taxable compensation was $32,367. The Mayor was also provided with a City cell phone and a City tablet; the cellular bills of both were paid by the city.

The Council Members do not receive salaries but are paid a $500 monthly car allowance and a $580.63 monthly expense allowance, along with city-paid mobile phones and tablets.

The City does not budget for public relations for the Council, but does have a $2,000 discretionary fund and another $1,250 to be used for awards and proclamations.

The City Manager makes an annual salary of $189,800.

The City pays into a retirement fund for the Mayor, but not the Council Members. The contribution is 7.92 percent of his salary, or $1,426.

Miami Shores (Pop. 10,762)

The Mayor and City Council Members are each paid a token salary of $1.

Their expenses incurred traveling to events like the Florida League of Cities training seminars or attending the Chamber of Commerce annual dinner are reimbursed. They have a budget of $1,000 they can spend on constituent issues, but they normally do not spend it, according to the Village Manager.

The Village Manager receives a compensation package of salary and fringe benefits totaling $173,576.

The Village does not contribute to retirement plans for elected officials.

Miami Springs (Pop. 14,431)

The salaries of the Mayor and City Council Members are set by charter. The Mayor's annual salary was $6,000 while the Council Members received $5,000.

The City pays the cell phone bills for the Mayor and Council Members. They have no travel or expense allowance or any other taxable fringe benefit. They are issued City credit cards, but the clerk maintains those cards, giving them to the Council Members only when travel is anticipated.

They share a budget line item titled "promotions and donations" with $120,860 budgeted for FY2018.

The City Manager makes an annual salary $145,200. The elected officials receive no retirement benefits.

North Bay Village (Pop. 8,262)

The salaries of the Mayor and Village Commissioners are set by charter. The Mayor was paid an annual salary of $7,800 while Commissioners received $6,300.

The Commissioners and Mayor do not receive car allowances. They are issued a Village cell phone, with the $52.51 monthly bill paid by the city. In Fiscal Year 2016, they each had a budget of $4,000 for

travel expenses, which was paid out only after they submitted receipts for reimbursable expenses. Expenditures ranged from the $4,000 spent by Vice Mayor Gonzalez to $220 spent by Commissioner Chervony.

For fiscal year 2017, the budget amount for the Mayor remained at $4,000, but the budgeted amount for each Commissioner was reduced to $3,000.

The City Manager makes an annual salary of $96,000. The City does not contribute to any retirement plan for its elected officials, or for the manager.

North Miami (Pop. 62,139)

The compensation for the Mayor, Council Members and the elected Clerk is set by ordinance.

The Mayor made a base salary of $59,880 and received taxable fringe benefits of $17,640 that are classified as an expense allowance, an auto allowance and a cell phone allowance from non-accountable funds. Additionally, the Mayor has a $10,000 budget to cover travel.

The Council Members were paid a salary of $47,910 and received $17,400 in taxable fringe benefits to cover expenses, car and mobile phone. Additionally, each Council Member had a $5,000 travel budget and a $7,000 discretionary fund.

The Mayor and Council also share a budget of $5,500 for keys to the city, black velvet boxes to contain the keys, plagues, certificates, cakes and other items. They are each issued City credit cards

The Clerk, an elected position in North Miami, received an annual salary of $47,910 and $16,200 in taxable fringe benefits. The Clerk had a travel budget for himself and his staff of $13,500. The Clerk is not issued a City credit card, though he travels using a card issued to one of his deputy clerks.

North Miami reformed its use of non-accountable expense allowances back in 2007, in response to an inquiry from the Ethics Commission. At the time the Mayor made a salary of only $4,200 per year and the Council Members were paid just $3,600 annually. When the City decided to take away their taxable expense allowances, their salaries were raised to make up the difference. Those salaries have remained in place – with $12,000 a year raises handed out this year. At the same time, at some point between 2007 and last year, the City Council added back the expense allowances. This has amounted to a significant increase in the total compensation package for the City's elected officials. The Mayor and the Council Members have each received what amounts to a 284 percent raise.

The City Manager makes an annual $240,000.

The City participates in the Florida Retirement System, budgeting $115,076 to cover the contributions for the Mayor and Council, according to the formula established by the legislature.

North Miami Beach (Pop. 43,891)

The compensation of elected officials is set via ordinance. The Mayor was paid an annual salary of $3,600 and received taxable fringe benefits of $28,799. The Commissioners drew an annual $3,000 salary and received taxable fringe benefits of $23,999.

The City also budgeted $3,000 per Commissioner for travel, and the Commissioners shared $30,581 budget for supplies and memberships. Each Commissioner also had a budget of $21,286 in what the City calls a contingency account that can be spent at the Commissioner's discretion.

The Mayor and all of the Commissioners are issued City credit cards.

The amount that North Miami Beach's elected officials receive in compensation has been raised significantly since the last report, when the Mayor and six Council Members made the same salary, but only received $13,720 in non-accountable allowances.

Additionally, at the time of the prior report, the City did not issue credit cards to its elected officials, or provide them with a contingency account, which is comparable to a public relations budget in that it allows Commissioners to spend money on events and issues within their districts.

The City Manager makes an annual salary of $206,000.

The City contributes three percent of the Mayor's and Commissioners' salaries to their retirement accounts with the Florida Retirement System.

Opa-Locka (Pop. 16,457)

The City budget shows that, due to the current financial emergency and state oversight, the City has reduced the compensation of the Mayor, Vice Mayor and City Commissioners. The expense allowances of $2,400 each for the Mayor, Vice Mayor and City Commissioners were eliminated this year, as were the Mayor's $5,000 travel allowance and the Vice Mayor's and Commissioners' $4,000 travel allowances.

The Mayor's and Vice Mayor's total compensation, including retirement and health insurance, was $32,341 each. The Commissioners' total compensation was $15,521 each. Of that total compensation,

only $6,600 is paid to each Commissioner, the Vice Mayor and the Mayor as salary, according to the city's website. The elected City officials have also lost the use of a City car, gas cards and credit cards as a result of the emergency.

The City Manager's salary was $112,500.

Palmetto Bay (Pop. 24,570)

The salaries of the Council Members and Mayor are set by charter and can only be changed if the Village Charter is amended. The Council Members received $12,000 annually and the Mayor was paid $24,000. The Village, however, also pays taxable fringe benefits to cover a cell phone allowance, text allowance and health allowance. These benefits are different for each Member of the Council and the Mayor – some do not take all of the allowances and those who do take the health allowance receive individual amounts ranging from $3,562 to $9,503 annually.

The City also budgeted $8,000 last year for "community contributions" and $4,000 to cover the travel of the Council and Mayor.

The City Manager receives annual compensation of $190,996, including a $550 monthly car allowance. The City budgeted $7,925 to contribute to the retirement plans of the Mayor and Council Members.

Pinecrest (Pop. 19,444)

The Village Charter prohibits any compensation for elected officials and they receive no allowance for cars or cell phones. They are reimbursed for travel related to their official duties out of an account budgeted at $20,000. In FY 2016, approximately $14,000 was spent, with total reimbursements ranging from $120 to Council Member Doug Kraft to $7,226 to Council Member James E. McDonald. They are not issued credit cards and receive no retirement benefits.

The Village Manager makes an annual salary $201,650.

South Miami (Pop. 12,207)

The compensation of the Mayor, Vice Mayor and City Commissioners is set by ordinance and has not been updated since 2004, when the Commission passed an ordinance setting the Mayor's annual salary at $14,000 and the salary of the Vice Mayor and the Commissioners at $12,000 a year. In addition to

their salaries, the city's elected officials received taxable fringe benefits in the form of mobile phone allowance of $1,150 for the Mayor and $962.40 for the Vice Mayor and the City Commissioners. The Mayor also received a $500 car allowance. They are not issued City credit cards.

Any expenses for city-related travel are reimbursed up to $1,200 a year. The Commissioners each also had $1,500 each in a discretionary fund – the Mayor's was $2,000 – which can be used for any purpose related to the city, similar to some other cities' public relations budget line items.

The City Manager makes an annual salary $200,006.

The City does not fund any retirement program for elected officials.

Sunny Isles Beach (Pop. 22,086)

The salaries of elected officials are set by charter and are $12,000 annually for the Commissioners and $15,000 for the Mayor.

Commissioners and the Mayor also receive an expense stipend of $6,000 annually in a non-accountable plan. They are also reimbursed for their travel expenses when they travel on City business.

They do not have a public relations budget as such; in Sunny Isles Beach, those expenditures by Commissioners out in the community are dubbed "contributions." The Commission has a $50,000 budget for contributions in the community.

The City Manager makes an annual salary of $232,551.

The City contributed $7,874 toward retirement benefits for the Mayor and Council.

Surfside (Pop. 5,811)

The Town Charter sets the salary of the Mayor and Town Commissioners at $1. They are provided with mobile phones, which cost the Town $6,000 a year for all of them. They do not have public relations accounts, expense accounts or travel allowances, though some expenses are reimbursed, with the approval of the manager. They do not have Town-issued credit cards and the Town does not contribute toward any pension or retirement account for them.

Surfside is one of the few municipalities to heed the Commission's advice in the previous report and do away with non-accountable expense allowances. At the time of the prior report, the Town offered the

Mayor and each Commissioner $500 a month, though only one Commissioner was actually receiving it. The Town no longer offers it.

The City Manager makes an annual salary of $155,000.

The Town does not offer retirement benefits to the Commissioners or Mayor.

Sweetwater (Pop. 10,755)

The compensation of the Mayor and City Commissioners is set by ordinance during the budget process. City Commissioners receive an annual salary of $12,017 while the Mayor's salary is $95,000. Additionally, the Mayor and Commissioners receive $5,000 a year for expenses and the Commissioners each receive $7,171 as a car allowance. Both are taxable fringe benefits.

The Mayor has a City-issued credit card. The Commissioners do not.

Sweetwater has a strong mayor form of government.

The City budgeted $179,663 to contribute to the Mayor's pension and $104,215 to contribute to one Commissioner's pension.

Virginia Gardens (Pop. 2,472)

The salaries of the Mayor and Council Members are set by ordinance during the budget process. The Mayor received a salary of $12,240 and the Council Members received $5,100 last year. The Village pays the Mayor's cell phone bill, but not the bills of the Council Members and none of them receive a car or expense allowance. The Mayor has a $4,000 budget to travel to represent the Village and has a Village-issued credit card. The Village administration makes the hotel arrangements when Council Members have to travel on Village business and the Village pays them a per diem of $60 to cover their meals. They do not have Village-issued credit cards.

Virginia Gardens is one of the few Miami-Dade municipalities to heed the Commission's advice in the last report. When that report was done, the Village gave the Mayor a non-accountable expense account in the sum of $3,150. The Village no longer uses non-accountable plans.

Virginia Gardens has a strong Mayor and no Manager.

The Village does not contribute to any retirement plans for the elected officials.

West Miami (Pop. 7,459)

The compensation of elected officials is set by the City Charter but can be raised by ordinance. The Mayor and Commissioners were paid $20 per meeting they attend. They each also received $1,200 annually in non-accountable expense allowances. The City also provides them with cell phones. They were not given car allowances.

The City budgets $2,400 per year to cover the city-related expenses of the Mayor and $2,000 for each Commissioner. There is no public relations budget for the Commission and none of the city's elected officials is issued a City credit card.

The City Manager receives an annual salary of $130,924. The elected officials receive no retirement benefits.

Report prepared by Investigator Susannah Nesmith

WEISS SEROTA
HELFMAN COLE + BIERMAN

MEMORANDUM

To: North Bay Village Charter Review Board

From: Haydee Sera, Village Attorney

Date: February 5, 2024

RE: Section 3.02 (A)-(D)

At the last Charter Review Board meeting there was discussion on Section 3.02(A-D) of the Village Charter.

My partner Jeff DeCarlo, who is the Chair of my Firm's Municipal Finance and Bonds Practice Group, will be online at this evening's Board meeting for follow-up discussion on this provision of the Charter. He will also be available at a future Board meeting for additional discussion, if needed.

In advance of our next meeting, we are providing you with some information for your consideration.

Attached please find excerpts from the Village of Key Biscayne and Town of Cutler Bay's Charters. These provisions relate to the respective municipality's borrowing capabilities. The Miami-Dade County Property Appraiser's 2023 Estimated Taxable Values by Taxing Authority (attached) is pertinent to the Charters for the Town of Cutler Bay and Village of Key Biscayne, which consider this information in setting their borrowing limits.

By way of example, North Bay Village's total assessed value for all real property in 2023, as certified by the Miami-Dade County Property Appraiser was $1,450,000,000. 1% of this value would be $14,500,000. 3% of this value would be $43,500,000.

In addition, attached is the text of Section 35.22 of the North Bay Village Code of Ordinances. As you will see, Section 35.22(B) provides that the Village shall maintain within the General Fund of the Village, a reserved fund balance equal to 20% of the current fiscal year general fund.

Attachments:

1. Section 3.02 of the North Bay Village Charter
2. Section 35.22 of the North Bay Village Code of Ordinances
3. Section 4.10 of the Village of Key Biscayne Charter
4. Section 4.11 of the Town of Cutler Bay Charter
5. Miami-Dade County Property Appraiser's 2023 Estimated Taxable Values

§ 3.02 Limitations of powers of the Commission.

All powers of the Village and the determination of all matters of policy shall be vested in the Commission with the following limitations:

A. *Acquisition of real property.* The Commission may acquire property within or without the corporate limits of the Village for any municipal purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, or lease provided such amount of expenditure for real property shall not exceed twenty percent (20%) of the current total operating budget of the Village.

B. *Capital improvement projects.* The Commission may, through proper procedure, propose, undertake and finance capital improvement projects to fulfill the necessary needs of the Village, provided that the amount of total expenditures for all such projects shall not exceed twenty percent (20%) of the current total operating budget of the Village in any one fiscal year.

C. *Excess of 20 percent of current total operating budget.* In the event that the proposed purchase(s) of property and/or total expenditure(s) do exceed twenty percent (20%) of the current total operating budget of the Village in any fiscal year, then a referendum will be held of the qualified electors of the Village and it shall require a majority of those voting in such election to authorize such projects.

Any funds specifically designated for the particular project, which are received from the Federal Government, State, County or from any source, other than municipal taxation, will not be included in calculating the project cost for the purposes of Section 3.02.

D. *Waiver of referendum.* This referendum requirement may be waived, however, if the Commission by four (4) affirmative votes, finds and declares that an emergency exists, and that there is a threat to the health, welfare and safety of the citizens of the Village.

E. *Sale and lease of real property.* The Commission shall not undertake to sell, mortgage, assign or otherwise dispose of or alienate the title to any real property owned by the Village without first having secured the approval of the qualified electors of the Village, through a majority vote of the qualified electors participating in a regular or special election for such purpose. Such referendum shall state, generally and in substance, the terms and conditions of the proposed sale, mortgage, assignment or other disposition or alienation of title.

Except where referendum is otherwise required by Miami-Dade County law, the Commission may lease any real property owned by the Village to any other individual, group, business, corporation or other entity for a period not to exceed one (1) year and may renew the lease each year thereafter that it so desires. Leases for a period longer than one (1) year require approval in a referendum by the qualified electors of the Village. However, nothing contained herein shall preclude the Village, without referendum, from leasing Village real property to a governmental agency for governmental use for a period not to exceed ten (10) years; and except as prohibited by the Constitution, Miami-Dade County Charter or statutes of this state or restricted in this Charter.

F. *Sale of personal property.* Personal property of the Village may be sold by auction or by sealed bid after it has been properly advertised in a newspaper of general circulation. Such sale must be held no sooner than fifteen (15) days after publication of the notice. The notice shall describe the contents of sale and the location where the merchandise may be inspected prior to sale.

G. *Appointments or removal of Village personnel prohibited.* Neither the Commission nor any of its members shall in any manner dictate the appointment, retention, or removal of any Village employee (other than the Village Manager, the Village Clerk and the Village Attorney, as provided herein), or any

person who is duly appointed by the Village Manager, in accordance with Section 4.01(G)(2) of this Charter; except that the Village Manager shall submit appointments of all department heads to the Commission for approval.

H. *Village Attorney.* The Commission shall appoint or remove the Village Attorney by at least three (3) affirmative votes. The Village Attorney shall have been licensed to and have been a practicing attorney in the State of Florida for not less than five (5) years, with not less than three (3) of those years in the practice of law for municipal, county or state governments. The duties and responsibilities of the Village Attorney shall be those as provided in this Charter.

I. *Auditor.* The Commission shall appoint the outside auditor. The outside auditor shall be a certified public accountant practicing in the State of Florida, for a period of not less than five (5) years.

J. *Other Commissioner remunerative position.* No Commissioner shall be appointed to any other remunerative position with the Village during his term of office and for a term of two (2) years thereafter.

K. *Nepotism.* No person related up to the second degree of consanguinity or affinity to a Commissioner shall be eligible to hold a remunerative position with the Village. Any Commissioner who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal.

L. *Conflict of interest.* The Mayor and any Village Commissioner shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code Section 2-11.1.

M. *Reimbursement of Commissioner's legal fees.* In the event that a civil action shall be instituted wherein it is sought to impose personal liability upon any Commission member of the Village for any act or acts of such Commissioner, and if such Commissioner seeks legal defense of such action through the use of public funds, it shall first require a majority of all other Commissioners to ascertain that such acts complained of by the plaintiff were indeed connected with the Commissioner's proper conduct of the affairs or business of the Village. If so established, the other Commissioners shall then determine, specify and allocate a reasonable expenditure from Village funds for this legal defense - selection of counsel to be approved by the Village Attorney.

N. *Utility franchises.* The Commission may grant public utility franchises and regulate the exercise thereof; provided, however, that no franchise or extension thereof shall hereafter be granted or extended unless such franchise or extension shall be approved after a public hearing thereon. At least fourteen (14) days preceding the public hearing at which any franchise or extension thereof is to be adopted, notice thereof shall be published in a newspaper of general circulation in the Village. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. A copy of such proposed franchise shall be available for inspection by any interested person at the office of the Village Clerk at least fourteen (14) days preceding such public hearing. The cost of such advertising and of the public hearing shall be borne by the utility involved. For renewing franchises, each public utility shall notify the Village of its intent six (6) months before the expiration of its franchise. The Commission shall be empowered to grant a temporary extension of an existing franchise not to exceed three (3) months without a public hearing.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.02 was titled Qualifications and no history of amendments.)

§ 35.22 Creation of Fund Balance/Retained Earnings Reserves.

A. *Definitions.* The following terms used in this section shall be used in conformance with the definitions contained in GASB Statement #54:

1. Nonspendable fund balance;
2. Restricted fund balance;
3. Committed fund balance;
4. Assigned fund balance;
5. Unassigned fund balance.

B. *General Fund Reserve.* The Village shall maintain within the General Fund of the Village, a reserved fund balance equal to 20 percent of the current fiscal year general fund. For the purposes of this calculation, the current fiscal year budget shall be the budget as originally adopted by September of the applicable fiscal year. This reserved fund balance shall be classified as assigned, for the specific purposes as delineated in subsection D of § 35.22 of the Code.

C. *Enterprise Funds Reserves.* The Village shall maintain within each of the enterprise funds now, or hereafter created by the Commission, a restricted net assets equal to 20 percent of the current water, sewer, sanitation and storm water fiscal year budget for that fund. For the purposes of this calculation, the fiscal year budget shall be the total water, sewer, sanitation and storm water budget for these four utilities or segments as originally adopted by September of the current fiscal year. These restricted net assets shall be in addition to all other designations including but not limited to amounts reserved in current liabilities. Any utilization of the restricted net assets shall be pursuant to subsection D of § 35.22.

D. *Use of fund balance/net assets.* The assigned fund balance in the General Fund and the restricted net assets in any enterprise fund may be utilized, and therefore the fund balance of 20 percent of the annual budget may be decreased, for the following purposes:

(1) Non-emergency uses limited to unanticipated capital improvements and infrastructure needs and unforeseen contingent liabilities.

(2) Emergency uses including unscheduled natural disasters/emergencies, acts of God or war, and for the emergency health, safety and welfare needs of the Village.

E. *Utilization of assigned fund balance and restricted net assets.* Funds and assets reserved pursuant to this section may be used only in accordance with the following requirements:

(1) Expenditures for non-emergency uses shall not exceed 50 percent of the balance.

(2) Any expenditure from the assigned fund balance or restricted net assets shall require approval by the Village Commission by a super-majority vote of those present prior to expenditure of the funds.

F. *Replenishment of balances.* In any fiscal year when the Village is unable to maintain the 20 percent balances required by this section, the Village in the subsequent fiscal years shall not be entitled to appropriate any portion of the remaining assigned fund balance or restricted net assets until the denoted reserves again reach 20 percent.

If, at the end of any fiscal year, the actual amounts required by this section fall below the required levels as established in this section, the Village Manager shall prepare and submit a plan for expenditure or expense reductions and/or revenue increases to the Village Commission in order to replenish the required 20 percent

balance. As a part of the annual budget review, the Village Commission shall review and amend the plan submitted by the Village Manager for restoring the balance(s) to the required levels. Any deficit in the required amount must be restored no later than the end of the second fiscal year following its occurrence.

(Ord. No. 02-25, § 1, 10-8-02; Ord. No. 2012-05, § 2, 7-25-12)

VILLAGE OF KEY BISCAYNE CHARTER

Section 4.10. Borrowing.

(a) *Debt Approval.* The Village shall incur no Debt unless the incurrence of such Debt is approved by at least five (5) Council Members.

(b) *Limits.* The total Debt of the Village, including amounts authorized but still not drawn down under existing loan agreements and other contractual arrangements with banks and other financial institutions, underwriters, brokers and/or intermediaries, shall not exceed the greater of:

i. one percent (1%) of the total assessed value of all property within the Village, as certified by the Miami-Dade County Property Appraiser for the current fiscal year; or

ii. that amount which would cause annual Debt Service to equal fifteen percent (15%) of General Fund expenditures for the previous fiscal year.

(c) *Definitions.* As used in this Section 4.10 the following terms shall have the meanings ascribed to them in this subsection.

i. "Debt" means any obligation of the Village to repay borrowed money however evidenced since the date of its incorporation regardless of tenor or term for which it was originally contracted or subsequently converted through refinancing or novation, except (A) any obligation required to be repaid in less than a year and which was incurred solely for emergency relief of natural disasters, or (B) that portion of any obligation for operations which are financed and operated in an independent, self-liquidating manner and recovered entirely through currently collected user fees and charges.

ii. "Debt Service" shall include, without limitation thereto, scheduled interest payments, repayments of principal and all financial fees arising from Debt or from the underlying contractual obligations, whether as originally incurred or subsequently deferred or otherwise renegotiated.

iii. "General Fund" shall mean any and all revenues of the Village, from whatever source derived, except those revenues derived from special assessments, user fees and charges and designated as a separate fund to finance goods and services to the public.

(Ord. No. 92-18, § 1, 8-11-92/11-3-92; Res. No. 97-15, 4-1-97/6-10-97; Res. No. 2001-8, 9-19-01/12-4-01)

Section 4.11. Borrowing.

(A) *Debt Approval.* The town shall incur no debt unless the incurrence of such debt is approved by a majority of the council.

(B) *Limits.* The total debt of the town, including amounts authorized but still not drawn down under existing loan agreements and other contractual arrangements with banks and other financial institutions, underwriters, brokers and/or intermediaries, shall not exceed the greater of:

i. Three percent (3%) of the total assessed value of all property within the town, as certified by the Miami-Dade County Property Appraiser for the current fiscal year; or

ii. That amount which would cause annual debt service to equal fifteen percent (15%) of general fund expenditures for the previous fiscal year.

(C) *Definitions.* As used in this section 4.11 the following terms shall have the meanings ascribed to them in this subsection.

i. "Debt" means any obligation of the town to repay borrowed money however evidenced since the date of its incorporation regardless of tenor or term for which it was originally contracted or subsequently converted through refinancing or novation, except (a) any obligation required to be repaid in less than a year and which was incurred solely for emergency relief of natural disasters, or (b) that portion of any obligation for operations which are financed and operated in an independent, self-liquidating manner and recovered entirely through currently collected user fees and charges.

ii. "Debt Service" shall include, without limitation thereto, scheduled interest payments, repayments of principal and all financial fees arising from debt or from the underlying contractual obligations, whether as originally incurred or subsequently deferred or otherwise renegotiated.

iii. "General Fund" shall mean any and all revenues of the town, from whatever source derived, except those revenues derived from special assessments, user fees and charges and designated as a separate fund to finance goods and services to the public.

MIAMI-DADE COUNTY

PROPERTY APPRAISER

2023 Estimated Taxable Values by Taxing Authority

JUNE 1, 2023

TAXING AUTHORITY	2022 PRELIMINARY TAXABLE VALUE	2023 ESTIMATED TAXABLE VALUE BEFORE NEW CONSTRUCTION	PERCENT CHANGE	NEW CONSTRUCTION	2023 JUNE 1ST ESTIMATE	PERCENT CHANGE FROM 2022	NET VALUE CHANGE
01 MIAMI	73,749,481,211	82,824,000,000	12.3%	1,376,000,000	84,200,000,000	14.2%	10,450,000,000
0101 MIAMI (DDA)	24,602,533,803	27,434,000,000	11.5%	166,000,000	27,600,000,000	12.2%	2,997,000,000
02 MIAMI BEACH	46,544,694,070	51,180,000,000	10.0%	220,000,000	51,400,000,000	10.4%	4,855,000,000
0201 MB NORMANDY SHORES	305,472,912	388,000,000	27.0%	1,000,000	389,000,000	27.3%	83,000,000
03 CORAL GABLES	20,101,009,587	22,077,000,000	9.8%	423,000,000	22,500,000,000	11.9%	2,398,000,000
04 HIALEAH	15,369,871,099	17,216,000,000	12.0%	284,000,000	17,500,000,000	13.9%	2,130,000,000
05 MIAMI SPRINGS	1,449,806,131	1,593,000,000	9.9%	4,000,000	1,597,000,000	10.2%	147,000,000
06 NORTH MIAMI	4,605,444,600	5,140,000,000	11.6%	60,000,000	5,200,000,000	12.9%	594,000,000
07 NORTH MIAMI BEACH	4,113,425,952	4,740,000,000	15.2%	0	4,740,000,000	15.2%	626,000,000
08 OPA-LOCKA	1,551,388,190	1,689,000,000	8.9%	11,000,000	1,700,000,000	9.6%	148,000,000
09 SOUTH MIAMI	2,362,980,956	2,579,000,000	9.1%	21,000,000	2,600,000,000	10.0%	237,000,000
10 HOMESTEAD	4,360,611,776	4,831,000,000	10.8%	189,000,000	5,020,000,000	15.1%	659,000,000
11 MIAMI SHORES	1,535,464,298	1,746,000,000	13.7%	4,000,000	1,750,000,000	14.0%	214,000,000
12 BAL HARBOUR	5,774,201,876	6,193,000,000	7.3%	7,000,000	6,200,000,000	7.4%	425,000,000
13 BAY HARBOR ISLANDS	1,632,803,218	1,894,000,000	16.0%	6,000,000	1,900,000,000	16.4%	267,000,000
14 SURFSIDE	3,651,048,630	3,997,000,000	9.5%	3,000,000	4,000,000,000	9.6%	348,000,000
15 WEST MIAMI	828,793,856	875,000,000	5.6%	1,000,000	876,000,000	5.7%	47,000,000
16 FLORIDA CITY	925,481,705	1,009,000,000	9.0%	101,000,000	1,110,000,000	19.9%	184,000,000
17 BISCAYNE PARK	309,707,689	367,000,000	18.5%	1,000,000	368,000,000	18.8%	58,000,000
18 EL PORTAL	226,240,502	266,300,000	17.7%	700,000	267,000,000	18.0%	40,000,000
19 GOLDEN BEACH	1,438,422,337	1,615,000,000	12.3%	25,000,000	1,640,000,000	14.0%	201,000,000
20 PINECREST	6,066,710,208	6,673,000,000	10.0%	127,000,000	6,800,000,000	12.1%	733,000,000
21 INDIAN CREEK	831,971,445	884,700,000	6.3%	-700,000	884,000,000	6.3%	52,000,000
22 MEDLEY	3,205,242,164	4,810,000,000	50.1%	390,000,000	5,200,000,000	62.2%	1,994,000,000
23 N. BAY VILLAGE	1,311,100,447	1,449,800,000	10.6%	200,000	1,450,000,000	10.6%	138,000,000
24 KEY BISCAYNE	9,096,495,184	9,891,000,000	8.7%	9,000,000	9,900,000,000	8.8%	803,000,000
25 SWEETWATER	3,307,159,031	3,681,000,000	11.3%	19,000,000	3,700,000,000	11.9%	392,000,000
26 VIRGINIA GARDENS	372,489,301	366,917,000	-1.5%	83,000	367,000,000	-1.5%	-5,489,300
27 HIALEAH GARDENS	1,768,783,577	1,987,000,000	12.3%	53,000,000	2,040,000,000	15.3%	271,000,000
28 AVENTURA	11,368,391,539	12,387,000,000	9.0%	13,000,000	12,400,000,000	9.1%	1,031,000,000
30 UNINCORPORATED	101,823,792,808	110,311,000,000	8.3%	1,689,000,000	112,000,000,000	10.0%	10,176,000,000
31 SUNNY ISLES BEACH	13,781,795,040	15,244,000,000	10.6%	656,000,000	15,900,000,000	15.4%	2,118,000,000
32 MIAMI LAKES	4,131,041,213	4,489,000,000	8.7%	11,000,000	4,500,000,000	8.9%	368,000,000
33 PALMETTO BAY	3,714,374,050	4,064,000,000	9.4%	56,000,000	4,120,000,000	10.9%	405,000,000
34 MIAMI GARDENS	6,868,956,173	7,652,000,000	11.4%	148,000,000	7,800,000,000	13.6%	931,000,000
35 DORAL	16,609,380,949	18,048,000,000	8.7%	252,000,000	18,300,000,000	10.2%	1,690,000,000
36 CUTLER BAY	3,261,804,057	3,573,000,000	9.5%	27,000,000	3,600,000,000	10.4%	338,000,000
COUNTY-WIDE	**377,897,396,044**	**418,311,000,000**	**10.7%**	**5,889,000,000**	**424,200,000,000**	**12.3%**	**46,302,000,000**
FIRE AND RESCUE	213,164,959,610	235,124,000,000	10.3%	3,576,000,000	238,700,000,000	12.0%	25,535,000,000
LIBRARY	338,627,116,797	374,257,000,000	10.5%	5,343,000,000	379,600,000,000	12.1%	40,972,000,000
SCHOOL BOARD	428,837,004,339	498,207,000,000	16.2%	5,893,000,000	504,100,000,000	17.6%	75,262,000,000
S FL WATER MNGT DIST	379,933,131,965	420,307,000,000	10.6%	5,893,000,000	426,200,000,000	12.2%	46,266,000,000
FL INLAND NAV DIST	379,933,131,965	420,307,000,000	10.6%	5,893,000,000	426,200,000,000	12.2%	46,266,000,000
THE CHILDREN'S TRUST	379,933,131,965	420,307,000,000	10.6%	5,893,000,000	426,200,000,000	12.2%	46,266,000,000

2023 WL 7319553

NOTICE: THIS OPINION HAS NOT BEEN RELEASED FOR PUBLICATION IN THE PERMANENT LAW REPORTS. UNTIL RELEASED, IT IS SUBJECT TO REVISION OR WITHDRAWAL.

District Court of Appeal of Florida, Third District.

CITY OF MIAMI, et al., Appellants,
v.
Miguel Angel GABELA, et al., Appellees.

No. 3D23-1776
|
Opinion Filed November 7, 2023

Synopsis

Background: Candidate for district city commission seat brought action against city, seeking injunctive relief enjoining enforcement of city's new district map and declarative relief determining candidate's eligibility under residency qualification requirements to run in particular district, and city counterclaimed for declaratory and injunctive relief. The Circuit Court, 11th Judicial Circuit, Miami-Dade County, Pedro P. Echarte, Jr., J., determined that candidate met qualification requirements and was eligible for election as commissioner in that district. City appealed.

[Holding:] The District Court of Appeal, Bokor, J., held that residency requirements of city charter did not require residency within district for at least one continuous year or for year immediately preceding qualification.

Affirmed.

Procedural Posture(s): On Appeal; Motion for Declaratory Judgment.

West Headnotes (10)

[1] **Declaratory Judgment** Scope and extent of review in general

An order in a declaratory judgment action is generally accorded a presumption of correctness on appellate review; however, to the extent that the decision rests on a question of law, the order is subject to full, or de novo, review on appeal.

[2] **Municipal Corporations** Applicability of statutory construction rules

Municipal ordinances are subject to the same rules of construction as are state statutes.

[3] **Municipal Corporations** Construction and Operation
Municipal Corporations Plain, ordinary, or common meaning
Statutes Plain Language; Plain, Ordinary, or Common Meaning

In construing a statute or municipal ordinance, courts must give to the statute or ordinance the plain and ordinary meaning of the words employed by the legislative body, and courts generally may not insert words or phrases in municipal ordinances in order to express intentions which do not appear, unless it is clear that the omission was inadvertent.

[4] **Municipal Corporations** Ambiguity

If the plain language of a municipal ordinance is unambiguous, courts are required to apply its plain meaning and are without power to construe it in a way which would modify, limit, or extend those express terms.

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[5] **Statutes**🔑Purpose and intent; unambiguously expressed intent

Where a statute is clear and unambiguous, courts will not look behind the statute's plain language for legislative intent.

[6] **Statutes**🔑Unintended or unreasonable results; absurdity

Courts should not resort to the absurdity doctrine when construing a statute merely because of disagreements with the result of legislation.

[7] **Municipal Corporations**🔑Construction of charters and statutory provisions
Municipal Corporations🔑Plain, ordinary, or common meaning

Where the language of a city charter provision or municipal ordinance is clear and unambiguous, courts do not look beyond the plain language or employ canons of construction to determine legislative intent; courts apply the law as written.

[8] **Municipal Corporations**🔑Construction of charters and statutory provisions

In construing a city charter, a court will not, and cannot, fix holes or write in requirements that are not contained in the plain language of the charter.

[9] **Municipal Corporations**🔑Eligibility

City charter provision requiring that candidate for district city commission seat "shall have resided within the district at least one year before qualifying" for election did not require residency within district for at least one continuous year or for year immediately preceding qualification, and thus candidate who resided within particular district for over 20 years but not for one continuous year before election was eligible to run in that district; city could have included word "continuous" in residency requirements but did not do so, so plain language of requirements did not require continuous residency, and city's use of future perfect tense "shall have resided" expressed action that could be completed at any time before certain fixed future point in time.

[10] **Statutes**🔑Language

The preeminent canon of statutory interpretation requires courts to presume that the legislature says in a statute what it means and means in a statute what it says there.

An Appeal from the Circuit Court for Miami-Dade County, Pedro P. Echarte, Jr., Judge. Lower Tribunal No. 23-20926.

Attorneys and Law Firms

Victoria Méndez, City Attorney and Kerri L. McNulty, Litigation & Appeals Division Chief, and Eric J. Eves, Assistant City Attorney, for appellants.

Law Firm of Juan-Carlos Planas, P.A., and Juan-Carlos Planas, for appellee Miguel Angel Gabela.

Before LINDSEY, HENDON and BOKOR, JJ.

Opinion

PER CURIAM.

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***1** The final judgment of the trial court is affirmed, with a written opinion to follow.

Affirmed.

BOKOR, J.

The City of Miami appeals a declaratory final judgment interpreting its charter's residency qualification for city commission candidates. Specifically, the City appeals the trial court's interpretation of the residency requirement. In interpreting the city charter, the trial court found city commission district one candidate Miguel Gabela qualified as a candidate for the city commission election on November 21, 2023. The City contends that the trial court erred in interpreting the charter and finding Gabela qualified. The City argues that the plain language of the charter and related city code provisions require a year of continuous residency within a district immediately prior to qualifying, which Gabela fails to meet. We agree with the City that the plain language of the relevant charter provision controls. However, in reviewing the plain language, we agree with the trial court's analysis and the resulting determination finding Gabela qualified to seek office as city commissioner for district one.

BACKGROUND

Gabela, for the second consecutive election, seeks office as a commissioner for district one in the City of Miami. Gabela resided at 1701 NW South River Drive—located near the edge of district one—since 2000.[1] Gabela resided at the same address during his unsuccessful candidacy for the district one city commissioner seat in 2019, and it was his residence when he sought the district one seat again this year. Under the former district maps, adopted March 24, 2022, Gabela's residence remained within district one. On June 29, 2023—less than five months before the city commission election, and in response to a federal lawsuit alleging that the districts had been unconstitutionally racially gerrymandered—the current commissioners adopted a resolution approving a new electoral map which moved the district one boundary to place Gabela's property out of that district and into district three.[2]

***2** [1]Gabela promptly moved for declaratory and injunctive relief seeking to enjoin enforcement of the new district map and determine his eligibility to run in district one. Shortly thereafter, he also moved to a new residence within the new boundaries of district one. The City counterclaimed for declaratory and injunctive relief, and after a hearing, the trial court declared that the city charter's residency requirement mandated that a candidate "shall have resided" within the district for one year at any time prior to qualification, with no requirement of continuous residency up to the date of qualification. Because Gabela resided within the district for well over a year prior to qualifying for the election, he met the qualification requirements and remained eligible for election as district one commissioner. This appeal followed.[3]

ANALYSIS

The relevant provision of the City of Miami Charter, section 4(c), provides that "candidates for the city commission shall have resided within the district at least one (1) year before qualifying and be electors in that district, and shall maintain residence in that district for the duration of their term of office." Likewise, section 16-6(b)(3) of the City of Miami Code requires that "[a] candidate for the office of commissioner shall ... [h]ave resided within the district they wish to represent for at least one year prior to qualifying." The City contends that we must read into these provisions a requirement of *continuous* residence for the year *immediately preceding* qualification. Under that reading, the City argues, Gabela fails to satisfy the residency requirement because he hasn't continuously resided in district one for the past year. The City's reading fails to comport with the plain language of the ordinance.

[2] [3] [4] [5] [6] [7]"Municipal ordinances are subject to the same rules of construction as are state statutes." Rinker Materials Corp. v. City of N. Miami, 286 So. 2d 552, 553 (Fla. 1973). Accordingly, we "must give to a statute (or ordinance) the plain and ordinary meaning of the words employed by the legislative body," and "courts generally may not insert words or phrases in municipal ordinances in order to express intentions which do not appear, unless it is clear that the omission was inadvertent." Id. at 553–54. If the plain language of the ordinance is unambiguous, we are required to apply its plain meaning and are without power to construe it in a way which would modify, limit, or extend those express terms. See e.g., Hill v. Davis, 70 So. 3d 572, 575–76 (Fla.

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2011); Daniels v. Fla. Dep't of Health, 898 So. 2d 61, 64 (Fla. 2005).[4]

***3** [8]In Leon v. Carollo, 246 So. 3d 490, 495 (Fla. 3d DCA 2018), this court evaluated the same residency requirement of section 4(c), City of Miami Charter, and concluded that the residency requirement "unambiguous[ly]" functioned as a qualification requirement to run for office as opposed to an eligibility requirement to hold office. While that's not the issue we examine here, we echo the admonition in Leon that:

> [T]he voters of Miami, through their democratically-approved charter, have agreed on the structure of their government, and the rules by which they want their leaders to be elected and serve. Our role is to apply this law as it is written, and not to write-in requirements that are not there or to fix holes that are. Doing so subverts our role in the separation of powers, and the will of the people of Miami in consenting to be governed by its founding document. Surely the people of Miami didn't mean to leave out the eligibility requirements in the city charter, Leon says. Surely they did, as evidenced by the text they voted on and approved, we say.

Id. at 496 (citations omitted); see also Spence-Jones v. Dunn, 118 So. 3d 261 (Fla. 3d DCA 2013) (finding the entirety of section 4 of the Miami Charter to be unambiguous). As explained in Leon, we won't—and can't—fix holes or write in requirements that aren't contained in the plain language. Surely the people of Miami didn't mean to leave out a continuous district residency requirement in the city charter, the City says. "Surely they did, as evidenced by the text they voted on and approved, we say." Leon, 246 So. 3d at 496. The City's expression of what it thinks the residency provision should mean conflicts with the plain language and meaning of the words as written.

[9]The charter requires that a city commission candidate "shall have resided within the district at least one (1) year before qualifying" for the election. If a municipality intended to require such residency be for at least one *continuous* year, or for the year *immediately preceding* qualification, it could easily do so. Indeed, two opinions of this court cited by both parties' reference two differently-worded municipal charter residency requirements. One contains the word "continuous" (North Miami), and one doesn't (Miami). Compare Leon, 246 So. 3d at 495 (determining that the City of Miami code requirement that "[a] candidate for the office of commissioner shall ... [h]ave resided within the district they wish to represent for at least one year prior to qualifying" constituted a qualification requirement), with Burns v. Tondreau, 139 So. 3d 481, 486 (Fla. 3d DCA 2014) (determining that the City of North Miami charter requirement that the mayor "be a *continuous* resident of the City for one year prior to the time of qualification and thereafter" constituted an eligibility requirement (emphasis added)).

[10]We're just determining what the words mean here. The proper interpretation of such words either permit Gabela to run (his position) or deem him not qualified to run (the City's position). "The preeminent cannon of statutory interpretation requires us to presume that [the] legislature says in a statute what it means and means in a statute what it says there." BedRoc Ltd., LLC v. U.S., 541 U.S. 176, 183, 124 S.Ct. 1587, 158 L.Ed.2d 338 (2004) (quotation omitted). The City's argument would require us both to read words into the City's residency requirement that aren't there, and by implication to render the use of the word "continuous" in North Miami's requirement mere surplusage. See Hechtman v. Nations Title Ins. of N.Y., 840 So. 2d 993, 996 (Fla. 2003) ("It is an elementary principle of statutory construction that significance and effect must be given to every word, phrase, sentence, and part of the statute if possible, and words in a statute should not be construed as mere surplusage."); see also Fla. Ry. Co. v. Adams, 56 Fla. 294, 47 So. 921, 923 (1908) ("It is our duty to declare the law as it is written. We cannot undertake by a construction of the statute to add to it or to subtract from it. Its language is plain and unambiguous."). We decline the City's invitation to add by judicial fiat what the plain language of its charter provision doesn't require.

***4** Further, the City's argument would ignore the meaning of the future perfect tense "shall have resided." The future perfect tense of a verb expresses an action that will be completed at any time before a certain fixed future point in time. For example, a requirement that a student shall have resided on campus for a year before graduation contains no requirement that the student reside on campus as a senior right before graduation. Similarly, the requirement that a candidate to be qualified shall have resided within a district for a year is a discrete act, that

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Gabela's over 20-year residency in district one satisfies.

The plain language of the City's district residency requirement doesn't require continuous residency, or residency immediately preceding qualification. On the record before us, and the trial court, there's no dispute that Gabela lived within district one for more than one year prior to qualifying. The trial court correctly read the residency requirement of the city charter and the companion requirement of the city code, and properly found Gabela qualified as a candidate for the city commission district one election.[5]

Affirmed.

All Citations

--- So.3d ----, 2023 WL 7319553, 48 Fla. L. Weekly D2146

Footnotes

[1] Miami is governed by a five-member city commission and a mayor. The commission consists of five members elected from districts within the City, numbered one through five. See § 4(b), City of Miami Charter. The commission itself is responsible for judging the elections and qualifications of its own members, including apportioning the boundaries of the five electoral districts. Id. (d). City commissioner elections are held on the first Tuesday after the first Monday of November in odd-numbered years, with runoffs occurring two weeks later. § 7, City of Miami Charter.

[2] The district court subsequently struck both the original March 2022 maps and the June 2023 remedial maps as unconstitutionally racially gerrymandered and adopted its own interim map, though the United States Court of Appeal for the Eleventh Circuit has since administratively stayed that judgment pending appeal, and the U.S. Supreme Court denied a motion to vacate the stay. See GRACE, Inc. v. City of Miami, No. 1:22-cv-24066-KMM, —— F.Supp.3d ——, 2023 WL 4853635 (S.D. Fla. Jul. 30, 2023), stay granted No. 23-12472, 2023 WL 5286232 (11th Cir. Aug. 4, 2023), stay upheld No. 23A116, —— U.S. ——, —— S.Ct. ——, —— L.Ed.2d ——, 2023 WL 5284458 (U.S. Aug. 17, 2023). Gabela alternatively argues that because of the administrative stay, he has in effect continuously resided in district one even after the adoption of the June 2023 map. However, as we conclude that the city charter contains no continuous residence requirement, we decline to address this issue further.

[3] Our review is de novo. "An order in a declaratory judgment action is generally accorded a presumption of correctness on appellate review. However, to the extent that the decision rests on a question of law, the order is subject to full, or de novo, review on appeal." Reform Party of Fla. v. Black, 885 So. 2d 303, 310 (Fla. 2004) (citations omitted).

[4] "Where a statute is clear and unambiguous, courts will not look behind the statute's plain language for legislative intent." Archstone Palmetto Park, LLC v. Kennedy, 132 So. 3d 347, 351 (Fla. 4th DCA 2014) (citation and internal quotation marks omitted). The City claims that the trial court's interpretation would lead to an absurd result, based on its subjective reading of the intent of the drafters of the residency requirement. We see no such problem. There's nothing patently absurd about a charter provision that requires residency within the district without making it a continuous residency requirement. And even if the City doesn't like the result, "[c]ourts should not resort to the absurdity doctrine merely because of disagreements with the result of legislation." Raik v. Dep't of Legal Affs., Bureau of Victim Comp., 344 So. 3d 540, 549 (Fla. 1st DCA 2022). As an aside, it appears the more absurd result would be the City's preferred outcome—adding terms and conditions, not present in the text of the charter's residency requirement, to prevent a multiyear district resident from contesting an election where, as here, the

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boundaries were moved a few houses over mere months before the election. In any event, where the language of a charter provision or ordinance is "clear and unambiguous," we don't look beyond the plain language or employ canons of construction (including the absurdity doctrine) to determine legislative intent. Gaulden v. State, 195 So. 3d 1123, 1125 (Fla. 2016) (citing Borden v. E.-Eur. Ins. Co., 921 So. 2d 587, 595 (Fla. 2006)). We apply the law as written.

[5] We take no position on the validity of the redistricting itself, which is the subject of the separate federal action. See GRACE, —— F.Supp.3d at ——, 2023 WL 4853635, at *1.

End of Document

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RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING A SPECIAL ELECTION ON TUESDAY, NOVEMBER 5, 2024 FOR THE PURPOSE OF SUBMITTING CHARTER AMENDMENTS TO THE VILLAGE'S ELECTORATE; PROVIDING REQUISITE BALLOT LANGUAGE; PROVIDING FOR BALLOTING AND ELECTION PROCEDURES; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR COPIES; PROVIDING FOR CHARTER AMENDMENT ELECTION PROCEDURES AND RELATED DETAILS; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, Section 10.01(A) of the Charter of North Bay Village (the "Village") mandates that the Charter be reviewed six years from November 8, 2000 and each sixth year thereafter by an advisory Charter Review Board (the "Board") appointed by the Village Commission with a minimum of five members with at least one representative from each island; and

WHEREAS, Section 10.01(A) of the Village Charter further provides that any proposed revisions to the Charter must meet the approval of the qualified electors of the Village at an election to be held at the same time as the regularly scheduled municipal Commission election immediately following each sixth year Charter review; and

WHEREAS, on November 9, 2023, the Village Commission adopted Resolution No. 2023-145, appointing seven voting and one nonvoting Commission Liaison to the Board to review the Village's Charter in preparation for the regularly scheduled municipal election occurring on Tuesday, November 5, 2024; and

WHEREAS, the Board met between December 2023 and March 2024 to review each and every section of the Charter; and

WHEREAS, on March 4, 2024, the Board adopted a "Final Report and Recommendations," which included proposed amendments and revisions to the Village Charter (the "Report"); and

WHEREAS, the Village Commission has considered the Report and determined that certain amendments and revisions (the "Charter Amendments") should be submitted to the Village's electorate for approval or rejection at the November 5, 2024 general election; and

WHEREAS, pursuant to Section 10 of the Village Charter and Section 6.03 of the Home Rule Charter of Miami-Dade, as applicable, the Village Commission is required to submit the Charter Amendments to the electors of the Village for approval or rejection.

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

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

Section 2. Calling Special Election. That a special election is hereby called to be held on Tuesday, November 5, 2042, to present to the qualified electors of North Bay Village the ballot questions provided in Section 4 of this Resolution. The Village Commission may, by resolution, alter the date of the special election in the event that the Village Commission finds that unforeseen circumstances require it to do so.

Section 3. Charter Amendments. That pursuant to Section 10 of the Village Charter and Section 6.03 of the Home Rule Charter of Miami-Dade County, and subject to the results of the Special Election, the Village Charter will hereby be amended to read as set forth in Exhibit A attached hereto and incorporated herein.

Section 4. Form of Ballot.

a. That the form of ballot for the Charter Amendments provided for in Section 3 of this Resolution shall be substantially as follows:

1. CONSUMER PRICE INDEX COMPENSATION ADJUSTMENT

The Village Charter provides that the Mayor be compensated $7,800 per year and that each Commissioner be compensated $6,300 per year. It is proposed that the Charter be amended to provide that this compensation shall be increased, but not decreased, by the Consumer Price Index (CPI) annually.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

2. PUBLIC NOTICE REQUIREMENTS

The Village Charter provides that certain public notices be published in a newspaper of general circulation. It is proposed that the Charter be amended to provide that notice may alternatively be provided as otherwise permitted by Florida law, including on a publicly accessible website, provided that the cost of web advertising is less than newspaper advertising and the web publication conforms in other respects to State and Village law.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

3. NOTICE PRIOR TO REMOVAL OF THE VILLAGE MANAGER

The Village Charter provides that the Village Commission may remove the Village Manager by a minimum of three votes in favor of removal. It is proposed that before the Village Manager may be removed without cause, at least two public meetings at least 48 hours apart must be held where the Village Manager's removal is approved by a majority of the Village Commission at each meeting.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

4. EMPLOYEES OF THE VILLAGE CLERK'S OFFICE

The Village Charter provides for the Village Clerk to report directly to the Village Commission. The Charter is silent as to who has responsibility for other personnel in the Clerk's office. It is proposed that the Charter be clarified to give the Clerk responsibility for all personnel within the Clerk's office.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

5. CONTINUOUS RESIDENCY REQUIREMENT

Shall the Charter be amended to provide that candidates for Mayor and Commission must reside in the Village or the respective island for a continuous period of not less than one year immediately prior to the date of the subject candidate's initial filing of qualifying papers?

[ ] Yes

[ ] No

6. QUALIFYING PERIOD

The Village Charter provides that the qualifying period for elections be set by the Village Commission. It is proposed that the Charter be amended to set forth within its text that there be a 10-business day qualifying period beginning no earlier than noon on the third Monday of July and ending no later than noon on the second Friday thereafter.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

7. FORM OF NOMINATING PETITION

The Village Charter provides the form of the nominating petition for candidates for Mayor and Commission. It is proposed that the Charter be amended to require that the form of nominating petition include the signer's date of birth or voter registration number.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

8. SINGLE FAMILY PROPERTY

It is proposed that the Village Charter be amended to provide that the land use and future development of single-family properties be restricted to single-family residential usage.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

9. LIMIT ON VILLAGE DEBT

The Charter provides that expenditures for real property acquisition and capital projects shall not exceed 20% of the Village's total operating budget, unless approved by referendum. Shall the Charter be amended to instead provide for a debt limit of the greater of 3% of the total assessed value of all property within the Village or the amount which would cause annual debt service to equal 15% of general fund expenditures for the previous fiscal year?

[ ] Yes

[ ] No

10. **CHARTER NON-SUBSTANTIVE AND TECHNICAL UPDATES**

It is recommended that the Village Charter be amended to strike provisions that are obsolete or are in conflict with state law and to reflect non-substantive stylistic and technical changes, along with any amendments needed for conformity, implementation and consistency of Charter amendments.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

b. That the Village Commission may revise the ballot form which is set forth in this Section 4 by Resolution; provided, however, that the Village Commission hereby authorizes the Village Manager, in

consultation with the Village Attorney, to reorder the ballot questions in their discretion without further action of the Village Commission.

Section 5. Balloting. Balloting shall be conducted on Tuesday, November 5, 2024, between the hours of 7:00 A.M. and 7:00 P.M. at the regular polling places provided for Village elections. Absentee balloting shall be available as authorized by law. Early voting pursuant to Section 101.657, Florida Statutes shall be provided. All qualified Village electors who are timely registered in accordance with law shall be entitled to vote. The Village Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County Supervisor of Elections. The County registration books shall remain open at the Office of the Miami-Dade County Supervisor of Elections until the date at which the registration books shall close in accordance with the provision of the general election laws. The Village Clerk, with necessary assistance from the Miami-Dade County Supervisor of Elections, is hereby authorized to take all appropriate actions necessary to carry into effect and accomplish the electoral provisions of this Resolution. This Special Election shall be canvassed by a County Canvassing Board in accordance with any applicable provisions of the general election laws of the State or County. The Village Clerk is hereby authorized to take any action which is necessary or expedient to implement this section or to comply with any applicable law.

Section 6. Notice of Election. That notice of said election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the Village at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, September 29, 2024), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, October 13, 2024), and shall be in substantially the following form:

"NORTH BAY VILLAGE, FLORIDA
NOTICE OF SPECIAL ELECTION

NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. 2024-_____ A SPECIAL ELECTION HAS BEEN CALLED BY THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA (THE "VILLAGE") TO BE HELD WITHIN THE VILLAGE ON TUESDAY, NOVEMBER 5, 2024 FROM 7:00 AM UNTIL 7:00 P.M. AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE VILLAGE THE FOLLOWING CHARTER AMENDMENTS FOR APPROVAL OR REJECTION:

1. CONSUMER PRICE INDEX COMPENSATION ADJUSTMENT

The Village Charter provides that the Mayor be compensated $7,800 per year and that each Commissioner be compensated $6,300 per year. It is proposed that the Charter be amended to provide that this compensation

shall be increased, but not decreased, by the Consumer Price Index (CPI) annually.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

2. PUBLIC NOTICE REQUIREMENTS

The Village Charter provides that certain public notices be published in a newspaper of general circulation. It is proposed that the Charter be amended to provide that notice may alternatively be provided as otherwise permitted by Florida law, including on a publicly accessible website, provided that the cost of web advertising is less than newspaper advertising and the web publication conforms in other respects to State and Village law.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

3. NOTICE PRIOR TO REMOVAL OF THE VILLAGE MANAGER

The Village Charter provides that the Village Commission may remove the Village Manager by a minimum of three votes in favor of removal. It is proposed that before the Village Manager may be removed without cause, at least two public meetings at least 48 hours apart must be held where the Village Manager's removal is approved by a majority of the Village Commission at each meeting.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

4. EMPLOYEES OF THE VILLAGE CLERK'S OFFICE

The Village Charter provides for the Village Clerk to report directly to the Village Commission. The Charter is silent as to who has responsibility for other personnel in the Clerk's office. It is proposed that the Charter be clarified to give the Clerk responsibility for all personnel within the Clerk's office.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

5. CONTINUOUS RESIDENCY REQUIREMENT

Shall the Charter be amended to provide that candidates for Mayor and Commission must reside in the Village or the respective island for a continuous period of not less than one year immediately prior to the date of the subject candidate's initial filing of qualifying papers?

[ ] Yes

[ ] No

6. QUALIFYING PERIOD

The Village Charter provides that the qualifying period for elections be set by the Village Commission. It is proposed that the Charter be amended to set forth within its text that there be a 10-business day qualifying period beginning no earlier than noon on the third Monday of July and ending no later than noon on the second Friday thereafter.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

7. FORM OF NOMINATING PETITION

The Village Charter provides the form of the nominating petition for candidates for Mayor and Commission. It is proposed that the Charter be amended to require that the form of nominating petition include the signer's date of birth or voter registration number.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

8. SINGLE FAMILY PROPERTY

It is proposed that the Village Charter be amended to provide that the land use and future development of single-family properties be restricted to single-family residential usage.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

9. LIMIT ON VILLAGE DEBT

The Charter provides that expenditures for real property acquisition and capital projects shall not exceed 20% of the Village's total operating budget, unless approved by referendum. Shall the Charter be amended to instead provide for a debt limit of the greater of 3% of the total assessed value of all property within the Village or the amount which would cause annual debt service to equal 15% of general fund expenditures for the previous fiscal year?

[ ] Yes

[ ] No

10. **CHARTER NON-SUBSTANTIVE AND TECHNICAL UPDATES**

It is recommended that the Village Charter be amended to strike provisions that are obsolete or are in conflict with state law and to reflect non-substantive stylistic and technical changes, along with any amendments needed for conformity, implementation and consistency of Charter amendments.

Shall the above-described amendment be adopted?

[ ] Yes

[ ] No

The full text of the proposed Village Charter Amendments is available at the office of the Village Clerk located at 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141.

/s/ Alba L. Chang, CMC
Village Clerk"

Section 7. Copies. That copies of this Resolution proposing the Charter Amendments are on file at the offices of the Village Clerk located at 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141, and are available for public inspection during regular business hours.

Section 8. Effectiveness of Charter Amendments.

a. That each of the Charter amendments which are provided for in Sections 3 and 4 above shall become effective only if the majority of the qualified electors voting on the specific Charter amendment vote for their adoption, and shall be considered adopted and effective upon certification of election results.

b. That the Village Attorney is authorized to revise the Charter to the extent necessary to assure that any amendments adopted conform to one another and are properly included in the publication of the revised Village Charter. Further, that in the event that some, but not all, of the Charter amendments are approved by the electors, conforming amendments shall be deemed to be adopted and the Village Attorney is authorized to reflect and implement such revisions of the Charter, including but not limited to the revision of transitional provisions, to the extent necessary to assure that all amendments adopted conform to one another and to all remaining Charter provisions. If conflicting Charter amendments are adopted at the same election, the one

receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

c. That following the adoption of the Charter amendments, the Village Clerk shall file the adopted Charter amendments with the Clerk of the Circuit Court of Miami-Dade County, Florida.

Section 9. Inclusion in the Charter. Subject to the requirements of Section 8 above, it is the intention of the Village Commission and it is hereby provided that the Charter amendments shall become and be made a part of the Charter of North Bay Village and that the Sections of this Resolution and the proposed Charter Amendments may be renumbered or re-lettered to accomplish such intention.

Section 10. Severability. That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution 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 Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

Section 11. Conflicts. That in the event that the provisions of this Resolution conflict with any other Village Resolution, the provisions of this Resolution shall prevail to the extent of any such conflict.

Section 12. Effective Date. That this Resolution shall take effect immediately upon adoption.

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

Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this ___ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT A

PROPOSED REVISIONS AND AMENDMENTS TO VILLAGE CHARTER

The following document contains proposed revisions and amendments to the North Bay Village Charter as proposed by the Charter Review Board and as further updated and approved by the Village Commission.

Additions to the text are shown in highlighted underline and deletions are shown in highlighted ~~strikethrough~~.

CHARTER OF NORTH BAY VILLAGE[1]

LEGISLATIVE HISTORY

Chapter 23427, Laws of Florida, 1945, originally created the Village of North Bay Island as a municipal corporation in Miami Dade County, Florida. The 1947 session of the Legislature adopted Chapters 24735 and 24736, Laws of Florida, 1947, which appear to be two identical bills amending the original Charter (Chapter 23427, Laws of Florida, 1945) by changing the name of the municipality from "Village of North Bay Island" to "North Bay Village" and otherwise amending the Charter of the municipality. Chapter 26053, Laws of Florida, 1949, provided an amendment, which excluded certain territory, land and water from the corporate limits and jurisdiction of the Municipality of North Bay Village. Chapter 27773, Laws of Florida, 1951, abolished the municipal government of North Bay Village and established, organized and incorporated a new municipal government as the successor to the original municipality. Chapter 29314, Laws of Florida, 1953, provided an amendment to the new Charter, which was established in Chapter 27773, Laws of Florida, 1951. In addition, the 1953 session of Legislature enacted Chapter 29315, Laws of Florida, 1953, providing that the City of North Bay Village should be abolished and the assets and liabilities of the municipality turned over to the Board of County Commissioners of Dade Miami, Florida, subject to a referendum.

This referendum was subsequently held and turned down by the electorate. The 1955 session of the Legislature enacted Chapters 31035 and 31036, Laws of Florida, 1955, which constituted the authority for the city to enact a pension plan and civil service system. At a referendum election on September 15, 1970, held pursuant to Resolution Nos. 2235 and 2236, the name of North Bay Village was changed to "City of North Bay Village." Election results were certified by Resolution No. 2237, copies of which have been filed with the Clerk of the Circuit Court of Dade County, Florida and the Department of State, State of Florida. In 1976, the City Council appointed a charter

[1]Res. No. 2018-75 , § 2, adopted July 30, 2018, election of Nov. 6, 2018, in effect repealed and replaced the former Charter (preamble, definitions, bill of rights, and §§ 1.01, 1.02, 2.01, 3.01—3.09, 4.01—4.04, 5.01—5.15, 6.01—6.03, 7.01—7.07, 8.01, 9.01—9.11, 10.01—10.14) and enacted a new Charter as set out herein. The former Charter derived from Res. No. R91-25, adopted Sept. 16, 1991; Res. No. R91-28, adopted Sept. 16, 1991; Res. No. 92-23, adopted Sept. 15, 1992; Res. No. 92-24, adopted Sept. 15, 1992; Res. No. 98-05, adopted March 10, 1998; Res. No. 2000-41, adopted Nov. 8, 2000; Res. No. 2004-20, adopted April 14, 2004; Res. No. 2004-33, adopted July 13, 2004; Res. No. 2004-34, adopted July 13, 2004; Res. No. 2004-35, adopted July 13, 2004; Res. No. 2004-36, adopted July 13, 2004; Res. No. 2004-38, adopted July 27, 2004; Res. No. 2006-45, adopted Aug. 28, 2006; Res. No. 2008-26, adopted July 30, 2008; Res. No. 2008-27, adopted July 30, 2008; Res. No. 2012-25, adopted July 10, 2012; Res. No. 2012-56, adopted Nov. 16, 2012; Res. No. 2018-59 , adopted July 30, 2018; Res. No. 2018-60 , adopted July 30, 2018; Res. No. 2018-62 , adopted July 30, 2018; Res. No. 2018-64 , adopted July 30, 2018; Res. No. 2018-65 , adopted July 30, 2018; Res. No. 2018-66 , adopted July 30, 2018; Res. No. 2018-67 , adopted July 30, 2018; Res. No. 2018-68 , adopted July 30, 2018; Res. No. 2018-69 , adopted July 30, 2018; Res. No. 2018-70 , adopted July 30, 2018; Res. No. 2018-71 , adopted July 30, 2018; Res. No. 2018-72 , adopted July 30, 2018; and Res. No. 2018-74 , adopted July 30, 2018.

review board to revise the Charter of the city over a one-year period. The board's proposal was returned to the City Council at the end of 1977 and was reviewed by the Council in a series of workshops. After a number of public hearings, which resulted in some changes, the proposed revised Charter was submitted to the electors at a special municipal election in conjunction with the state primary election on October 5, 1978, and was adopted at this referendum election. In 1991, the proposed revised Charter was submitted to the electors at a special municipal election on November 12, 1991, and was adopted at this referendum election. In 1992, the proposed revised Charter was submitted to the electors at a special municipal election on November 3, 1992 and was adopted at this referendum election. In 1998, the proposed revised Charter was submitted to the electors at a special municipal election on May 12, 1998 and was adopted at this referendum election. In 2000, the proposed revised Charter was submitted to the electors at special municipal elections on November 7, 2000, and was adopted at this referendum election. In 2004, after a public hearing, which resulted in some changes, the proposed Charter was submitted to the electors at a general municipal election on November 2, 2004, and was adopted at this referendum election.

(Res. No. 2006-45, Pt. A, 8-28-06, Election of 11-7-06)

PREAMBLE

We the citizens of ~~the~~ North Bay Village, Florida, in order to perfect our municipal government; update, modernize and revise our Charter to make it consistent with the Constitution and Statutes of the United States and the State of Florida; encourage and revitalize citizens' interest and participation in their Village Government; and strengthen and clarify the rights of its citizens, and enable the Village to function smoothly under the proper controls of the ensuing decade, do ordain and establish this Charter.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

DEFINITIONS

The following words, terms and phrases, when used in this Charter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City or Village shall mean North Bay Village, Florida.

Code shall mean the Code of North Bay Village, Florida.

Commission, Commissioner or Commission member shall refer to the five (5) Commission members consisting of a mayor, vice-mayor and three (3) Commissioners.

Gender shall refer to a word importing the masculine or feminine gender and shall extend to and be applied to males and females, equally.

Manager shall refer to the Village Manager of North Bay Village.

Mayor shall refer to the Mayor of North Bay Village.

Ordinance shall mean an official legislative action of the Village Commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

Resolution shall mean an expression of the Village Commission concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the Village Commission.

Village Commission or *Commission* shall mean the Commission of North Bay Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

CITIZENS' BILL OF RIGHTS

This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administrative management, to make government more accountable, and to ensure all persons fair and equitable treatment, the following rights are guaranteed:

Convenient access. Every person has the right to transact business with the Village with a minimum of personal inconvenience. It shall be the duty of the Village Manager and the Village Commission to provide, within the Village's budget limitations, reasonably convenient times and places for required inspections, and for transacting business with the Village.

Truth in government. No municipal official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.

Public records. All audits, reports, minutes, documents and other public records of the Village and its boards, agencies, departments and authorities shall be open for inspection at reasonable times and places convenient to the public, provid~~ing~~ed no legal exemptions exist.

Minutes and ordinance register. The Village Clerk shall maintain and make available for public inspection minutes showing the votes of each member on all ordinances and resolutions. Written minutes of all meetings and the ordinance register shall be available for public inspection not later than thirty (30) days after the conclusion of the meeting.

Right to be heard. So far as the orderly conduct of public business permits, any interested person has the right to appear before the Village Commission or any Village agency, board or department for the presentation, adjustment or determination of an issue, request or controversy within the jurisdiction of the Village. Nothing shall prohibit the Village or any agency from imposing reasonable time limits for the presentation of a matter.

Right to notice. Persons entitled to notice of a Village hearing shall be timely informed as to the time, place and nature of the hearing and the legal authority pursuant to which the hearing is to be held. Failure by an individual to receive such notice shall

not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing. Copies of proposed ordinances or resolutions shall be made available at a reasonable time prior to the hearing, unless the matter involves an emergency ordinance or resolution.

Right to public hearing. Upon a timely request of any interested party a public hearing shall be held by any Village agency, board, department or authority upon any significant policy decision to be issued by it which is not subject to subsequent administrative or legislative review and hearing. This provision shall not apply to the Office of the Village Attorney of the Village nor to anybody whose duties and responsibilities are solely advisory.

At any zoning or other hearing in which review is exclusively by certiorari, a party or his counsel shall be entitled to present a case or defense by oral or documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of the facts. The decision of any such agency, board, department or authority must be based upon the facts in the record. Procedural rules establishing reasonable time and other limitations may be promulgated and amended from time to time.

Notice of action and reasons. Prompt notice shall be given of the denial in whole or in part of a request of an interested person made in connection with any municipal administrative decision or proceeding when the decision is reserved at the conclusion of the hearing. The notice shall be accompanied by a statement of the grounds for denial.

Managers' and Attorneys' reports. The Village Manager and Village Attorney shall periodically make a public status report on all major matters pending or concluded within their respective offices, except as to any matters which may be privileged, pursuant to law.

Budgeting. In addition to any budget required by state statute, the Village Manager shall prepare a budget showing the cost of each department for each budget year. Prior to the Village Commission's first public hearing on the proposed budget required by state law, the Village Manager shall make public a budget summary setting forth the proposed cost of each individual department and reflecting the personnel for each, the purposes and the estimated cost of each department.

Adequate audits. An annual audit of the Village shall be made by an independent certified public accounting firm in accordance with generally accepted auditing standards. The independent Village auditor shall be appointed by the Village Commission; both appointment and removal of the independent Village auditor shall be made by the Village Commission. A summary of the results of the independent Village auditor's annual audit, including any deficiencies found, shall be made public. In making such audit, proprietary functions shall be audited separately and adequate depreciation on proprietary facilities shall be accrued so the public may determine the amount of any direct or indirect subsidy.

Representation of public. The Village Commission shall endeavor to provide representation at all proceedings significantly affecting the Village and its residents before state, federal or county regulatory bodies.

The foregoing enumeration of Citizens' rights vests large and pervasive powers in the citizenry of the North Bay Village. Such power necessarily carries with it responsibility of equal magnitude for the successful operation of government in the Village. The orderly, efficient and fair operation of government requires the intelligent participation of individual citizens exercising their rights with dignity and restraint so as to avoid any sweeping acceleration in the cost of government because of the exercise of individual prerogatives, and for individual citizens to grant respect for the dignity of public office.

Remedies for violations. In any suit by a citizen alleging a violation of this Bill of Rights filed in the Miami-Dade County Circuit Court pursuant to its general equity jurisdiction, the plaintiff, if successful, shall be entitled to recover costs as fixed by the court. Any public official or employee who is found by the court to have willfully violated this article shall forthwith forfeit such office or employment.

Construction. All provisions of this article shall be construed to be supplementary to and not in conflict with the general laws of Florida. If any part of this article shall be declared invalid, it shall not affect the validity of the remaining provisions.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

ARTICLE I. CREATION AND POWERS

§ 1.01 Creation.

The Village is hereby created which shall have all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by the state constitution, general law and specific limitations contained herein.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 1.01 was titled Creation and powers of North Bay Village, amended by Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 1.02 Powers.

As granted by the Municipal Home Rule Powers Act (§ 166.021, Fla. Stat.), the Village is granted the broad exercise of home rule powers as provided by the Constitution of the State of Florida and the Charter of Miami-Dade County.

The powers of the Village shall be construed liberally in favor of the Village, limited only by the state constitution, general law and specific limitations contained herein. Future special acts pertaining to the jurisdiction and exercise of powers by this Village shall be considered amendments to this Charter and pursuant to the provisions adopted

for incorporation of other charter amendments, shall be incorporated as official amendments to the Charter.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 1.02 was titled Construction, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 1.03 Title of Charter.

This Charter adopted by the people of North Bay Village shall be known as and may be cited as the Charter of North Bay Village. The results of the vote on this Charter shall be announced and recorded at that Commission meeting which immediately follows the day of voting.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Charter Section 1.03.)

§ 1.04 Effective date.

If approved by the Village's electorate, this Charter shall take effect upon the Commission's acceptance of certification of election results of the General Election held on ~~November 6, 2018~~ November 4, 2024.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Charter Section 1.04.)

ARTICLE II. CORPORATE LIMITS

§ 2.01 In general.

The municipal corporation of the Village shall comprise and have full municipal jurisdiction, powers, rights and privileges over the territory and persons now and in the future within the following boundaries in Miami-Dade County, Florida, to wit:

Begin in Miami-Dade County, Florida, at a point on the north boundary line of the northeast 79th Street Causeway, as shown by Plat Book 25 at Page 70 of the Public Records of Miami-Dade County, Florida, which point is 250 feet west of the line of Section 9, Township 53 South, Range 42 East, and which point is also on the east boundary line of the City of Miami, Florida; thence in a southerly direction and parallel to the west line of said Section 9, and along the said east line of the City of Miami, Florida, a distance of 1985 feet; thence run in an easterly direction and parallel to said north line of said northeast 79th Street Causeway to the west line of Section 10, Township 53 South, Range 42 East, as said section is shown on the plat of North Isle of Normandy, recorded in Plat Book 40 at Page 36 of the Public Records of Miami-Dade County, Florida; thence run northerly along the aforesaid west line of Section 10, to a point on a line running through the center point of the east drawbridge of the northeast 79th Street Causeway and perpendicular to the center line of the east Bridge of the said causeway; thence run northwesterly along the last described line to its intersection with the north

line of said Section 10, produced westerly; thence westerly along the prolongation westerly of said north line of said Section 10 to a point 250 feet west of the northwest corner of Section 9, Township 53 South, Range 42 East; thence in a southerly direction to the point of beginning.

And shall include:

A parcel of submerged land (now filled) in Biscayne Bay situated in Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, Commencing at the half-mile post of the west line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, run north 88°41'24" east along the center line of the 79th Street Causeway highway right-of-way (100 feet wide) a distance of 1,560 feet to a point; thence north 1°37'08" west 55.0 feet to a point of beginning of the parcel of land herein described; thence north 1°37'08" west 600.00 feet; thence north 88°41'24" east 400.0 feet; thence south 1°37'08" east 600.00 feet; thence south 88°44'24" west 400.0 feet to the point of beginning; containing 5.5 acres more or less; plus a five-foot strip bordering the south boundaries of the above described 5.5-acre tract which is described as follows: Commence at the intersection of the west line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida with the center line of the Northeast 79th Street Causeway as shown on a plat recorded in Plat Book 25, at Page 70 of the Public Records of Miami-Dade County, Florida; thence North 88°41'25" east along the center line of the aforesaid northeast 79th Street Causeway for a distance of 1,560 feet to a point; thence north 1°37'8" west for a distance of 50.0 feet to a point on the north right-of-way line of the said northeast 79th Street Causeway and the point of beginning of the parcel of land herein described; thence north 88°41'24" east along the north right-of-way line of the said northeast 79th Street Causeway for a distance of 400.0 feet to a point; thence north 1°37'8" west for a distance of 5.0 feet to a point; thence south 88°41'24" west along a line 5.0 feet north of and parallel with the north right-of-way line of said northeast 79th Street Causeway for a distance of 4,000 feet to a point; thence south 1°37'8" east for a distance of 5.0 feet to the point of beginning of the parcel of land herein described.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 2.01 was titled Corporate limits, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

ARTICLE III. LEGISLATIVE

§ 3.01 Village Commission.

A. *Composition and powers.* There shall be a Village Commission with all legislative powers of the Village vested therein, consisting of five (5) members: a mayor, a vice-mayor and three (3) Commissioners. Each Commission member must be a qualified elector of the Village.

B. *Appointments by Commission.* The Commission shall appoint the Village Manager, Village Clerk, Village Attorney, and all consultants.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.01 Village Commission amended by Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.02 Limitations of powers of the Commission.

All powers of the Village and the determination of all matters of policy shall be vested in the Commission with the following limitations:

A. ~~*Acquisition of real property.* The Commission may acquire property within or without the corporate limits of the Village for any municipal purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, or lease provided such amount of expenditure for real property shall not exceed twenty percent (20%) of the current total operating budget of the Village.~~ *Borrowing*.

1. *Debt Approval*. The Village shall incur no debt unless the incurrence of such debt is approved by a majority of the Commission.

2. *Limits*. The total debt of the Village, including amounts authorized but still not drawn down under existing loan agreements and other contractual arrangements with banks and other financial institutions, underwriters, brokers and/or intermediaries, shall not exceed the greater of:

a. Three percent (3%) of the total assessed value of all property within the Village, as certified by the Miami-Dade County Property Appraiser for the current fiscal year; or

b. That amount which would cause annual debt service to equal fifteen percent (15%) of general fund expenditures for the previous fiscal year.

3. *Definitions*. As used in this section 3.02(A) the following terms shall have the meanings ascribed to them in this subsection:

a. "Debt" means any obligation of the Village to repay borrowed money however evidenced since the date of its incorporation regardless of tenor or term for which it was originally contracted or subsequently converted through refinancing or novation, except (a) any obligation required to be repaid in less than a year, (b) that portion of any obligation for operations which are financed and operated in an independent, self-liquidating manner and recovered entirely through currently collected user fees and charges, or (c) any obligation approved by referendum.

b. "Debt Service" shall include, without limitation thereto, scheduled interest payments, repayments of principal and all financial fees arising from debt or from the underlying contractual obligations, whether as originally incurred or subsequently deferred or otherwise renegotiated.

c. "General Fund" shall mean any and all revenues of the Village, from whatever source derived, except those revenues derived from special assessments, user fees and charges and designated as a separate fund to finance goods and services to the public.

B. [Reserved] ~~*Capital improvement projects.* The Commission may, through proper procedure, propose, undertake and finance capital improvement projects to fulfill the necessary needs of the Village, provided that the amount of total expenditures for all such projects shall not exceed twenty percent (20%) of the current total operating budget of the Village in any one fiscal year.~~

C. [Reserved] ~~*Excess of 20 percent of current total operating budget.* In the event that the proposed purchase(s) of property and/or total expenditure(s) do exceed twenty percent (20%) of the current total operating budget of the Village in any fiscal year, then a referendum will be held of the qualified electors of the Village and it shall require a majority of those voting in such election to authorize such projects.~~

~~Any funds specifically designated for the particular project, which are received from the Federal Government, State, County or from any source, other than municipal taxation, will not be included in calculating the project cost for the purposes of Section 3.02.~~

D. [Reserved] ~~*Waiver of referendum.* This referendum requirement may be waived, however, if the Commission by four (4) affirmative votes, finds and declares that an emergency exists, and that there is a threat to the health, welfare and safety of the citizens of the Village.~~

E. *Sale and lease of real property.* The Commission shall not undertake to sell, mortgage, assign or otherwise dispose of or alienate the title to any real property owned by the Village without first having secured the approval of the qualified electors of the Village, through a majority vote of the qualified electors participating in a regular or special election for such purpose. Such referendum shall state, generally and in substance, the terms and conditions of the proposed sale, mortgage, assignment or other disposition or alienation of title.

Except where referendum is otherwise required by Miami-Dade County law, the Commission may lease any real property owned by the Village to any other individual, group, business, corporation or other entity for a period not to exceed one (1) year and may renew the lease each year thereafter that it so desires. Leases for a period longer than one (1) year require approval in a referendum by the qualified electors of the Village. However, nothing contained herein shall preclude the Village, without referendum, from leasing Village real property to a governmental agency for governmental use for a period not to exceed ten (10) years; and except as prohibited by the Constitution, Miami-Dade County Charter or statutes of this state or restricted in this Charter.

F. *Sale of personal property.* Personal property of the Village may be sold by auction or by sealed bid after it has been properly advertised in a newspaper of

general circulation. Such sale must be held no sooner than fifteen (15) days after publication of the notice. The notice shall describe the contents of sale and the location where the merchandise may be inspected prior to sale.

G. *Appointments or removal of Village personnel prohibited.* Neither the Commission nor any of its members shall in any manner dictate the appointment, retention, or removal of any Village employee (other than the Village Manager, the Village Clerk and the Village Attorney, as provided herein), or any person who is duly appointed by the Village Manager, in accordance with Section 4.01(G)(2) of this Charter; except that the Village Manager shall submit appointments of all department heads to the Commission for approval.

H. *Village Attorney.* The Commission shall appoint or remove the Village Attorney by at least three (3) affirmative votes. The Village Attorney shall have been licensed to and have been a practicing attorney in the State of Florida for not less than five (5) years, with not less than three (3) of those years in the practice of law for municipal, county or state governments. The duties and responsibilities of the Village Attorney shall be those as provided in this Charter.

I. *Auditor.* The Commission shall appoint the outside auditor. The outside auditor shall be a certified public accountant practicing in the State of Florida, for a period of not less than five (5) years.

J. *Other Commissioner remunerative position.* No Commissioner shall be appointed to any other remunerative position with the Village during his term of office and for a term of two (2) years thereafter.

K. *Nepotism.* No person related up to the second degree of consanguinity or affinity to a Commissioner shall be eligible to hold a remunerative position with the Village. Any Commissioner who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal.

L. *Conflict of interest.* The Mayor and any Village Commissioner shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code Section 2-11.1.

M. *Reimbursement of Commissioner's legal fees.* In the event that a civil action shall be instituted wherein it is sought to impose personal liability upon any Commission member of the Village for any act or acts of such Commissioner, and if such Commissioner seeks legal defense of such action through the use of public funds, it shall first require a majority of all other Commissioners to ascertain that such acts complained of by the plaintiff were indeed connected with the Commissioner's proper conduct of the affairs or business of the Village. If so established, the other Commissioners shall then determine, specify and allocate a reasonable expenditure from Village funds for this legal defense - selection of counsel to be approved by the Village Attorney.

N. *Utility franchises.* The Commission may grant public utility franchises and regulate the exercise thereof; provided, however, that no franchise or extension thereof shall hereafter be granted or extended unless such franchise or extension shall be approved after a public hearing thereon. At least fourteen (14) days preceding the public hearing at which any franchise or extension thereof is to be adopted, notice thereof shall be published in a newspaper of general circulation in the Village. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. A copy of such proposed franchise shall be available for inspection by any interested person at the office of the Village Clerk at least fourteen (14) days preceding such public hearing. The cost of such advertising and of the public hearing shall be borne by the utility involved. For renewing franchises, each public utility shall notify the Village of its intent six (6) months before the expiration of its franchise. The Commission shall be empowered to grant a temporary extension of an existing franchise not to exceed three (3) months without a public hearing.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.02 was titled Qualifications and no history of amendments.)

§ 3.03 Mayor; Vice-Mayor.

A. The Mayor shall preside at meetings of the Commission, shall be recognized as head of Village government for all ceremonial purposes, by the governor for purposes of military law, for service of process, execution of contracts, deeds and other documents, and as the Village official designated to represent the Village in all agreements with other governmental entities or certifications to other governmental entities, but shall have no administrative duties except as required to carry out the responsibilities herein.

B. The Commission, at the first regularly scheduled Commission meeting after all runoff elections have taken place and a full Commission body is sworn into office, shall elect a vice mayor by at least three (3) affirmative votes. The Vice-Mayor shall act as Mayor during the absence, disability or death of the Mayor.

C. Each of the five (5) Commission members shall have an equal vote.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.03 was titled Election and terms, amended by Res. No. R91-25, § 2, 9-16-91, Election of 11-12-91)

(Prior Charter Section 3.031 titled Limitation of terms, amended by Res. No. R92-24, § 2, 9-15-92, Election of 11-3-92; Res. No. R98-05, § 2, 3-10-98, Election of 5-12-98; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 3.04 Compensation.

Each Commission member will be compensated six thousand three hundred dollars ($6,300.00), per year payable at five hundred twenty-five dollars ($525.00) per month. The Mayor will be compensated seven thousand eight hundred dollars ($7,800.00) per year payable at six hundred fifty dollars ($650.00) per month. This compensation shall be increased, but not decreased, by the Consumer Price Index (CPI), Miami-Fort Lauderdale-West Palm Beach, annually.

(Res. No. 2006-45, Pt. B, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.05 Term Limits.

Commencing with the election of November 2002, the following term limits shall apply to the Mayor and members of the Commission:

(a) For the office of Mayor—Three (3) consecutive terms.

(b) For the office of Village Commissioner—Two (2) consecutive terms.

The term limits set forth in (a) and (b) above shall not be extended by running for different positions on the Village Commission.

(c) Where an individual has not served the term limit set forth in (a) or (b) above, said individual may serve any combination of three ~~(2)~~ (3) consecutive terms (said terms not to exceed a total of eight (8) consecutive years ending coincident with the conclusion of the third term) in the offices of Mayor and of Commissioner.

"Term" shall be defined as provided in Section 5.04 of the Charter. The term limits set forth herein shall be measured retroactively from the elected official's first election as an officer of the ~~North Bay~~ Village. Terms shall not include time served as a member of the North Bay Village Commission as a result of having filled a vacancy in the Commission pursuant to Section 3.06 of the Charter.

An individual who has served a term limit specified above must wait at least the number of years equal to the term of office for which said individual seeks election to, prior to becoming eligible to again serve as an elected official.

For purposes of this section, an individual who has served more than fifty percent (50%) of a term shall be considered to have served a full term of office.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.05 was titled Mayor; Vice Mayor, amended by Res. No. 2004-35, 7-13-04, Election of 11-2-04)

§ 3.06 Vacancies; forfeiture of office; filling of vacancies on the Commission.

A. *Vacancies.* The office of a Commission member shall become vacant upon his death, resignation, or removal from office in any manner authorized by law or forfeiture of his office.

B. *Forfeiture of office.* A Commission member, Commissioner or Mayor shall forfeit his office if any time during his term of office said person, (a) lacks any qualifications for the office prescribed by this Charter or other applicable law including § 100.361 Florida Statutes or (b) is convicted of a felony while in office, or (c) fails to attend four consecutive regular meetings of the Commission, unless such absences are each excused by motion setting forth the reason for the absence duly entered upon the minutes or (d) having been elected or appointed from an election district fails to reside within the election district from which he was elected or appointed for any reason other than redistricting. Forfeiture shall be determined by the remaining members of the Commission.

C. *Forfeiture hearing.* A member charged with conduct constituting grounds for forfeiture of his office shall be entitled to a Public Hearing of the Commission at a regular or special meeting of the Commission, on demand and notice of such hearing shall be published in one or more newspapers of general circulation in the Village at least ten (10) calendar days in advance of the hearing.

D. *Filling of vacancies on Village Commission.* Any vacancy occurring for a Village Commissioner shall be filled by the vote of the majority of the remaining members of said Village Commission with the appointee serving until the remainder of the unexpired term until the next succeeding general Village election and with any further remainder of said unexpired term to be filled by a Commissioner elected at said general election. If the remaining members of the Village Commission shall fail or refuse to fill such vacancy within thirty (30) days after it occurs, and if no general Village election will be held within ninety (90) days after the expiration of said thirty (30) days, then a special election shall be called and held to elect a Commissioner to fill such vacancy for the remainder of the unexpired term. In the event that the position is that of Mayor, it must be filled from among the remaining Commissioners in accordance with the Village Charter.

E. In the event of the death, resignation, or removal of the Mayor, the Vice Mayor shall forthwith commence to serve as interim Mayor until the Mayor's position is filled by election or appointment.

(1) When the Vice Mayor becomes interim Mayor, the Commission, by majority vote shall appoint an interim Commissioner from the Vice Mayor's vacant district to fill the Vice Mayor's vacant seat until the required election or appointment of the Mayor and then the Commission shall, by majority vote, appoint one (1) of the Commissioners to serve as interim Vice Mayor.

(2) The Commissioner serving as interim Mayor or interim Vice Mayor shall serve as Mayor or Vice Mayor until the newly elected or appointed Mayor and/or Vice Mayor is sworn in as Mayor or Vice Mayor. The interim Mayor and/or interim Vice Mayor shall return to the position of Commissioner previously held to serve the remainder of his or her unexpired term.

F. In the event of the death, resignation, or removal of the Vice Mayor, the Commission shall, by majority vote, elect one (1) of the Commissioners to serve as Vice Mayor.

G. *Extraordinary vacancies.* In the event that a majority of the members of the Commission are removed by death, disability, law or forfeiture of office, the governor shall make interim Commission appointments and the Commission shall call a special election as provided in Section 3.06(D) of this Charter.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.06 was titled Limitations of powers of the Commission, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. C, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.07 Removals and suspensions from office of Village Commission.

The Mayor and any Village Commissioner may be removed from office by the electors of the North Bay Village pursuant to the provisions of § 100.361 Florida Statutes, and are further subject to removal and/or suspension from office pursuant to the provisions of § 112.51 Florida Statutes.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.07 was titled Vacancies; forfeiture of office; filling of vacancies of the Commission, as amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-38, § 1, 7-27-04, Election of 11-2-04; Res. No. 2006-45, Pt. D, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.08 Ordinances and resolutions.

A. *Action requiring an ordinance.* In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the Commission shall be by ordinance which:

1. Adopt or amend an administrative code or establish, alter or abolish any Village department or agency;
2. Establish a rule or regulation the violation of which carries a penalty;
3. Set service or user charges for municipal services or granting administrative authority for such charges;
4. Authorize the borrowing of money not inconsistent with the limitations established in this Charter, the state constitution and general law of the State of Florida;
5. Convey or lease or authorize by administrative action the conveyance or lease of any lands of the Village;

6. Amend or repeal any ordinance previously adopted except as otherwise provided herein.

B. *Emergency ordinances.* To meet a public emergency affecting life, health, property or the public peace, the Commission may adopt one or more emergency ordinances, but the ordinances may not levy taxes; set service or user charges for any municipal services; amend or repeal any ordinance adopted by the people at the polls or by the Commission in compliance with an initiative petition; or authorize the borrowing of money except as provided under the emergency appropriations provisions of this Charter, if applicable.

1. *Form.* An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.

2. *Procedure.* An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but at least four (4) affirmative votes shall be required for adoption. After its adoption, the ordinance shall be published and printed as prescribed for other adopted ordinances.

3. *Effective date.* Emergency ordinances shall become effective upon adoption or at such other date as may be specified in the ordinance.

4. *Repeal.* Every emergency ordinance except emergency appropriations shall automatically stand repealed sixty (60) days following the date on which it was adopted, but this shall not prevent reenactment of the ordinance under regular procedures, or if the emergency still exists, in the manner specified in this section. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

5. *Emergency appropriations.* The Commission may make emergency appropriations in the manner provided in this section and under Section 3.02 of this Charter. To the extent that there are no available un-appropriated revenues to meet such appropriations, the Commission may by such emergency ordinance authorize the issuance of emergency notes, which may be renewed from time to time but the emergency notes and renewals of any fiscal year shall be paid not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.

C. *Procedures for adoption of ordinances and resolutions.*

1. As used in this section, the following words and terms shall have the following meanings unless some other meaning is plainly indicated.

a. "Ordinance" means an official legislative action of the Village Commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

b. "Resolution" means an expression of the Village Commission concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the Village Commission.

2. Each ordinance or resolution shall be introduced by a member of the Commission or the Village Manager, the Village Attorney or the Village Clerk, so long as the information is provided within three (3) business days prior to the scheduled meeting, in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act or section or subsection or paragraph of a section or subsection. The enacting clause of every ordinance shall be as follows: "Be it enacted, by the Commission of the North Bay Village..."

3. A proposed ordinance must be presented on at least two (2) separate Commission meetings. It may be read by title only. At least ten (10) days prior to the final adoption of the said ordinance the Village shall publish once in a newspaper of general circulation in the Village a notice of the proposed ordinance. The giving of said notice shall not apply to a proposed emergency ordinance. Said notice shall state the title or brief description of the proposed ordinance or ordinances; the date, time and place of the Commission meeting for enacting said ordinance; and the place or places within the Village where said proposed ordinance may be inspected by the public. Said notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

4. A majority of the members of the Village Commission shall constitute a quorum. An affirmative vote of a majority of a quorum present shall be necessary to enact any ordinance or adopt any resolution; except that four (4) affirmative votes of the membership of the Commission is required to enact an emergency ordinance. On final passage, the vote of each member of the Village Commission voting shall be entered on the official record of the meeting. All ordinances or resolutions passed by the Village Commission shall become effective after passage or as otherwise provided therein.

5. Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the mayor and the Village Clerk.

6. The procedure as set forth herein shall constitute a uniform method for the adoption and enactment of the Village ordinances and resolutions and shall be taken as cumulative to other methods now provided by law for adoption and

enactment of Village ordinances and resolutions. By future ordinance or charter amendment, the Village may specify additional requirements for the adoption or enactment of ordinances or resolutions or prescribe procedures in greater detail than contained herein, provided such modifications are not in conflict with general law.

D. *Penalty for violation of ordinances.* Provisions governing the imposition of fines for violations of the Code shall be as prescribed within Village Code Chapter 153, and, where applicable, Chapter 162, Florida Statutes.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.08 was titled Ordinances and resolutions, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. E, 8-28-06, Election of 11-7-06; Res. No. 2008-27, § 1, 7-30-08, Election of 11-4-08; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 3.09 Meeting procedures.

A. *Meetings.* The Commission shall meet regularly at least once in every month at such times and places as the Commission may prescribe by rule; however, the Commission, by majority vote, may elect not to have a Regular Meeting in either the month of July or the month of August for the purposes of allowing summer vacations.

B. *Rules and record.* The Commission shall determine its own rules of procedure and order of business and shall keep a record of such proceedings open for public inspection.

C. *Quorum.* A majority of the Commission shall constitute a quorum. Commissioners constituting less than a quorum shall have power to set and adjourn meeting dates and times.

D. *Voting.* Voting, on ordinances and resolutions, shall be by roll call on final action and shall be recorded in the record of such proceedings. No action of the Commission except as otherwise provided in the preceding section shall be valid or binding unless adopted by the affirmative vote of the majority of a quorum present.

E. *Meeting time limits.* No meeting of the Commission shall extend later than midnight except upon a majority vote of all members of the Commission present at the meeting. All remaining agenda items shall be continued to the next Commission meeting.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 3.09 Meeting Procedures, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. E, 8-28-06, Election of 11-7-06)

ARTICLE IV. ADMINISTRATIVE

§ 4.01 Village Manager.

There shall be a Village Manager, who shall be the chief administrative officer of the Village. The Manager shall be responsible to the Village Commission for the administration of all Village affairs placed in the Manager's charge by this Charter.

A. *Appointment.* The Commission shall appoint a Village Manager for an indefinite term by a minimum of three (3) affirmative votes of the Commission members. The Village Manager shall serve at the will of the Commission.

B. *Qualifications.* The Manager shall be a graduate of either an accredited school of public administration or its related equivalent in engineering, fiscal management or business administration with no less than three (3) years' experience in the administration of local government or in lieu of the foregoing, he must have not less than five (5) years' experience in the administration of local government.

C. *Compensation.* The compensation of the Village Manager shall be fixed by the Village Commission in the annual budget and may not be reduced without his consent during the fiscal year for which the budget is prepared.

D. *Temporary Village Manager.* By written memorandum filed with the Commission, the Village Manager may designate an acting appointee to perform the duties of the Village Manager, during a brief absence or incapacity for thirty (30) days or less. During any absence or disability, the Village Commission may revoke an acting appointment at any time and appoint another person to serve until the return of the Village Manager.

E. *Vacancy.* In the event of a vacancy due to resignation or removal from office of the Village Manager, the Village Commission shall appoint an acting or interim Village Manager until such time as a qualified manager may be selected.

F. *Removal.* The Village Commission may remove the Village Manager by a minimum of three (3) votes in favor of removal. Before the Village Manager may be removed without cause, at least two public meetings must be held at least 48 hours apart where the Village Manager's removal is approved by a majority of the Village Commission at each meeting.

G. *Powers and duties of the Village Manager.* The Village Manager shall be responsible for the proper administration of all the affairs of the Village, except as otherwise provided herein. His powers and duties shall be to:

1. See that all laws, provisions of this Charter and acts of the Commission, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed;

2. Appoint, and when he deems it necessary for the good of the Village, suspend or remove all Village employees (except the Village Attorney, the Village Clerk and all personnel in the Legal Department, including outside counsel representing the Village) and appoint administrative officers provided for by or under this Charter, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter.

He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency, with the approval of the Commission. He will submit appointments of new department directors to the Commission for confirmation;

3. Direct and supervise the administration of all departments, offices and agencies of the Village, except as otherwise provided by this Charter or by law; provided, however, the authority herein granted shall not extend to the office of the independent auditor employed or retained by the Commission, or to the Village Attorney or any outside counsel employed or retained by the Commission;
4. Attend all Commission meetings. He shall have the right to take part in discussion, but may not vote;
5. Recommend to the Commission, for adoption, such measures as he may deem necessary or expedient in the best interest of the Village;
6. Prepare and submit the annual budget, budget message and capital program to the Commission in a form provided by ordinance;
7. Supervise and be responsible for the disbursement of all monies and have control over all expenditures to ensure that budget appropriations are not exceeded;
8. Maintain a general accounting system for the Village government and each of its offices, departments and agencies and exercise financial budgetary control over same;
9. Submit to the Commission and make available to the public, a complete report on the finances and administrative activities of the Village as of the end of each fiscal year;
10. Make such other reports as the Commission may require concerning the operations of Village departments, offices and agencies, subject to his direction and supervision;
11. Keep the Commission fully advised as to the financial condition and future needs of the Village and make such recommendations to the Commission concerning the affairs of the Village;
12. Sign contracts on behalf of the Village, when such contracts have been approved pursuant to law and this Charter.
13. Ensure that all terms and conditions of any public utility franchise are faithfully kept and performed and to report any violations of the terms and conditions of any utility franchise to the Village Commission and to the Village Attorney;
14. Obtain competitive bids as prescribed by this Charter;

15. Advertise and conduct the sale of any property no longer needed for municipal purposes as prescribed by this Charter;

16. Act as purchasing agent for the Village and have exclusive control over the purchase of all supplies and approve all vouchers for the payment for supplies;

17. Supervise the issuance of Village licenses and collect all special assessments, license fees and other revenues of the Village and receive all monies due the Village from county, state and federal governments. Also, to pursue and obtain those monies made available to the Village from state and federal grants and similar sources;

18. Shall be held accountable to enforce the Village code and provide necessary support and resources to uphold the code through the code enforcement department;

19. Perform such other duties as may be prescribed by this Charter or as required of him by the Commission, not inconsistent with this Charter.

H. Outside employment by the Village Manager shall be approved by the Village Commission prior to commencement.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-20, § 1, 4-14-04, Election of 11-2-04; Res. No. 2006-45, Pt. F, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 4.02 Village Clerk.

A. *Appointment and Duties.* The Village Clerk shall be appointed by a majority vote of the Village Commission. The Village Clerk shall give notice of all meetings of the Commission, Village boards or committees, to its members and to the public ~~by posting a notice on the designated official bulletin board of the Village~~. The Village Clerk shall keep the journal of these proceedings, which shall be made a part of the public record. The Village Clerk shall also be the registration official of the Village and supervisor of Village elections and shall have power and is hereby authorized to administer oaths. The Village Clerk shall be the custodian of the Village seal, the records custodian, and the agent of record.

The Village Clerk shall record and keep current all ordinances and resolutions of the Village and keep current a cross-index of all ordinances, resolutions and official records of the Village. The Village Clerk shall also perform such other duties that are required by the Charter, by ordinance or that do not conflict with the administrative duties of the Village Manager, and as the Commission may prescribe from time to time. The Village Clerk will work with the Village Manager and other department heads to ensure the effective management of the Village. The Village Clerk shall be responsible for the appointing, hiring, promoting, supervising and removing of all employees of the office of the Village Clerk as authorized by the

Village Commission in the annual budget or as otherwise provided by resolution or ordinance.

B. *Removal and Compensation.* The Village Clerk shall report to the Commission and may be removed by the Commission utilizing the same procedure as set forth for removal of the Village Manager in Section 4.01(f). The Village Commission shall set the compensation and benefits provided to the Village Clerk.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 4.02 Village Clerk, amended by Res. No. 2006-45, Pt. G, 8-28-06, Election of 11-7-06; Res. No. 2008-26, § 1, 7-30-08, Election of 11-4-08)

(Prior Charter Section 4.03 titled Nepotism, amended by (Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

(Prior Charter Section 4.04 titled Conflict of interest, amended by (Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE V. ELECTIONS

§ 5.01 Election dates.

The general election of members of the Commission shall be held on the first Tuesday after the first Monday in November of each even-numbered calendar year. All other elections shall be known as special municipal elections. In any special election not otherwise provided for there shall be at least (thirty) 30 days' notice of the election by publication in a newspaper of general circulation in North Bay Village.

No general or special election of the Village shall be held on a national or state legal holiday. Should the first Tuesday after the first Monday in November in any even-numbered calendar year be declared such a legal holiday, then the regular election scheduled for that day shall be postponed to the first day thereafter that is not a legal holiday.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.01 was titled Time of holding elections, amended by Res. No. R91-25, § 2, 9-16-91, Election of 11-12-91; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 5.02 Qualifications.

A. *Qualifications of Electors.* Any qualified elector in Miami-Dade County who is a bona fide resident of the Village is eligible to vote in Village elections.

B. *Qualifications for Village Commission.* Any elector of the Village who meets the requirements as set forth in Article V of this Charter shall be eligible to hold the office of Village Commissioner or Mayor. The Commission shall be the judge of the election and qualifications of its members.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.02 was titled Qualifications of electors, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 5.03 Rules and regulations, supervision, etc. of elections.

All municipal elections in the Village shall be conducted by general ballot as prescribed by this Charter and consistent with the applicable law of the State of Florida and County of Miami-Dade. Municipal elections shall be supervised by the Village Clerk with the Village Commission canvassing returns from each general election.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.03 Rules and regulations, supervision, etc. of elections, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 5.04 Commission Members—Residency requirements and terms of office.

The Village shall be governed by a Commission of five (5) members, all of whom shall be qualified electors of the Village. There shall be a Harbor Island Commissioner, a North Bay Island Commissioner, and a Treasure Island Commissioner, each of whom shall be a resident of their respective islands for a continuous period of not less than one (1) year immediately prior to the date of the subject candidate~~'~~'s initial filing of qualifying papers for the Commission and shall also be and remain during their respective terms of office, permanent residents of their respective islands; however, this shall not apply to any mere temporary relocation within the Village. The Mayor and Commissioner-at-large, the two (2) remaining positions, shall reside on any of the said islands of the Village for a continuous period of not less than one (1) year immediately prior to the date of the subject candidate's initial filing of qualifying papers for the Commission and shall also be and remain during their respective terms of office, permanent residents of the Village. The term of the Mayor will be for two (2) years~~,~~ and ~~commencing with the November 2002 general election,~~ the term of each Village Commissioner will be for four years~~,~~ on a staggered basis ~~to be established as follows:~~

~~Notwithstanding any other provisions of this Charter, no later than December 15, 2000, the Village Clerk shall publicly draw lots to determine which Village Commissioners' term of office (specifically, the seat they each represent) will expire in November 2004 and which remaining two Village Commissioners' terms of office (specifically, the seat they each represent) will expire in November 2006. All subsequent Village Commissioner seats shall be elected for four (4) year terms~~.

All of the Commissioners and the Mayor shall be elected by the voters at large of the Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.04 titled Commission Members - Residency requirements and terms of office, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-34, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. H, 8-28-06, Election of 11-

7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 5.05 Nomination of Commission Members and Mayor; Qualifying Period.

A. Any citizen who can qualify for the office of Commissioner or Mayor of the Village as provided herein may be nominated for Commissioner or Mayor by a petition provided by the Village Clerk for this purpose signed by not less than fifty (50) electors and filed with the Village Clerk ~~in accordance with dates set by the Village Commission~~. Candidates shall qualify with the Village Clerk no earlier than noon on the third Monday of July and no later than noon on the second Friday thereafter. This period shall constitute a 10-business day qualifying period. Notwithstanding, in the event that the Monday upon which a qualifying period would otherwise commence is a holiday, the qualifying period shall commence on Tuesday immediately following such holiday and shall conclude the second Monday thereafter.

B. No elector shall sign more than one nominating petition for each seat. Should an elector sign more than one petition for each seat, his signature shall be void except as to the petition first filed for each seat.

C. The signatures on the nominating petition need not all be subscribed on one paper, but to each separate paper there shall be attached a signed statement of the circulator thereof, stating the number of signers of such paper and that each signature appended thereto was made in his presence and is the genuine signature of the person whose name it purports to be. With each signature, including the signature of the circulator, shall be stated the place of residence of the signer, giving the street and number or other description sufficient to identify it. The form of nominating petition provided by the Village Clerk shall be substantially as follows:

NOMINATING PETITION

We, the undersigned electors of North Bay Village, hereby nominate (name of candidate), who resides at (address), for the office of (Commissioner island, at-large, or mayor)

(signatures) _____

(address of signer) _____

(date of signing) _____

The undersigned is the circulator of the foregoing petition containing (number) signatures. Each signature appended thereto was made in my presence and is the person whose name it purports to be. Under penalty of perjury, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.

(signature of circulator) _____

(street address of residence) _____

(date of birth or voter registration number)_____

(date) _____

D. Within five (5) days after the filing of a nominating petition, the Village Clerk shall through certified United States mail, return receipt requested, notify the candidate and the person who filed the petition whether or not the petition is found to be signed by the required number of qualified electors. Notification is complete upon mailing. If a petition is found insufficient, the Village Clerk shall return it to the person who filed it with a statement certifying wherein the petition is found insufficient. Such a petition may be amended and filed again as a new petition, or a different petition may be filed for the same candidate, prior to the qualifying deadline. Such petitions shall be preserved by the Village Clerk in accordance with applicable record retention requirements.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.05 Nomination of Commission members and Mayor, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 5.06 Candidacy.

A. No individual may qualify as a candidate for public office in the Village whose name appears on the same or another ballot for another office, whether federal, state, county or municipal, the term of which or part thereof runs concurrently with the office for which he seeks to qualify.

B. No individual may qualify as a candidate for public office who holds another elective office, whether state, county or municipal, the term of which or any part thereof runs concurrently with the term of office for which he seeks to qualify without resigning from such office not less than ten (10) days prior to filing for the office he intends to seek.

C. Any individuals holding elective or appointive positions including members of any and all boards, within the Village, shall be required to resign to run for any elective office within the Village. Current elected or sitting officials must submit a notice of resignation to the Village Clerk at least ten (10) calendar days before the beginning of the qualification period. Said resignation shall be effective no later than the day upon which he would assume office.

D. Upon submission of a notice of resignation, an elected or appointed sitting commissioner who fails to be elected as mayor, shall not be appointed by the Commission until at least two (2) years after the resignation.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.06 Candidacy did not have any history of amendments.)

§ 5.07 Filing fee.

A. A nonrefundable filing fee of Two Hundred and Fifty dollars ($250) must be deposited with the Village Clerk at the time each petition is presented, and upon so submitting, concurrently therewith, the sworn statement of his or her name, address, occupation and willingness to serve shall also be filed. The name of each nominee for Commissioner or Mayor, who has complied with all requirements hereinbefore prescribed, shall be printed on the ballot as a candidate for the office of Commissioner or Mayor of the Village.

B. If after filing for a particular Commission seat, an individual changes his mind and desires to run for a different Commission seat, he must first deliver written notice of his decision not to run for the original seat to the Village Clerk. He may then run for the other Commission seat after he again fully complies with the requirements hereinbefore described, as if filing for the first time, including, but not limited to, fully complying with the requirements of a new petition, and payment of a new nonrefundable filing fee.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.07 Filing fee, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 5.08 Ballots.

All ballots used in any general or special election of the Commission held under authority of this Charter shall be without party mark or designation and without any insignia or mark of any association or organization thereon and shall be substantially in the same form as the election ballot used in all general state elections. The following additional provisions with respect to ballots used in any general or special election of the Commission shall also apply:

A. The full names of all candidates nominated for the Commission as hereinbefore provided, except those that may have withdrawn, died or become ineligible, shall be printed on the official ballots. If two (2) candidates with the same surname or with names so similar as to be likely to cause confusion are nominated, the addresses of their places of residence may be placed with their names on the ballot.

B. The names of the candidates shall be arranged in the alphabetical order of their surnames in the groups for which they qualify.

C. The order of presentation of groups shall be as follows:

Mayor

Harbor Island Commissioner

North Bay Island Commissioner

Treasure Island Commissioner

At-Large Commissioner

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.08 titled Ballots did not have history of amendments.)

§ 5.09 Absentee electors.

The Village Clerk shall provide information regarding current state law requirements concerning absentee voting.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.09 Absentee electors, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 5.10 Watchers at election of Commission Members.

At each election of the Commission, any regularly nominated candidate shall be entitled, upon written application to the Village Clerk in accordance with section 101.131, Florida Statutes as may be amended ~~at least ten (10) days before the election~~, to appoint one (1) person and one (1) alternate to represent him or her as watcher and challenger at each polling place. Any person so appointed shall have all the rights and privileges prescribed by law for other watchers and challengers at any election in the same place, but under no circumstances shall a watcher and his or her alternate be allowed to remain within the voting place at the same time.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.10 Watchers at election of Commission Members did not have a history of amendments.)

§ 5.11 Hours of voting.

The polls shall open at seven o'clock a.m., (7 a.m.) and close at seven o'clock p.m. (7 p.m.).

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.11 Hours of voting did not have a history of amendments.)

§ 5.12 Election results.

The candidate receiving a majority of the votes for each Commission seat and/or the Mayor's seat shall be elected for that seat. In the event that a seat has not been won by a majority, then a run-off election of the two (2) highest vote getters shall be held fourteen (14) days after the regular election. A tie vote between the two (2) candidates in the run-off election shall be decided by a toss of a coin between those candidates the following business day after said run-off election.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.12 Election Results, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-33, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. I, 8-28-06, Election of 11-7-06)

§ 5.13 Canvass of returns.

The result of voting shall be certified by the Miami-Dade County Elections Department. The certification of election results shall be transmitted to the Commission at a meeting of the Commission to be held on the business day immediately following the election or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter. At this meeting, the Commission shall canvass the returns, and shall declare the results of the election. New officers shall be declared elected subsequent to canvass of election returns on the business day immediately following the general election, or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter. At such time the new officers shall be installed and shall enter upon the discharge of their duties. If a run-off election is necessary. the officers elected in that run-off shall be installed upon their certification, subsequent to canvass of returns on the business day immediately following the run-off election or, if the results have not yet been certified by Miami-Dade County Elections Department, as soon as possible thereafter, and shall thereupon enter upon the discharge of their duties.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.13 Canvass of returns, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. J, 8-28-06, Election of 11-7-06)

§ 5.14 Village employees soliciting votes.

It shall be unlawful for any paid non-elective employees of the Village, while on duty or off duty and wearing any type of uniform or other definitive identification indicating that they are employees of the Village, to solicit votes, coerce directly or indirectly any elector or engage in any political activity in any municipal election or referendum in the Village or use his or her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof. Any employee violating the provisions of this section shall be subject to immediate dismissal.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.14 Village employee soliciting votes, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 5.15 Initiative and referendum procedures.

A. *General.*

1. *Initiative.* The qualified voters of the Village shall have the power to propose ordinances to the Commission. If the Commission fails to adopt such an

ordinance so proposed without any change in substance, then the qualified voters shall have the power to adopt or reject it at a Village election.

2. *Referendum.* The qualified voters of North Bay Village shall have power to require reconsideration by the Commission of any adopted ordinance. If the Commission fails to repeal an ordinance so reconsidered, then the qualified voters shall have the power to approve or reject it at a Village election.

B. *Commencement of proceedings.* Any five (5) qualified electors may commence initiative or referendum proceedings by filing with the Village Clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered.

Promptly after the affidavit of the petitioners' committee is filed, the Village Clerk shall, at the committee's request, issue the appropriate petition blanks to the petitioners' committee at the committee's expense.

C. *Petitions.*

1. *Number of signatures.* Initiative and referendum petitions must be signed by qualified electors of the Village equal in number to at least ten percent (10%) of the total number of qualified electors registered to vote at the last regular Village election.

2. *Form and content.* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered, as well as language reflecting the ability of the Petitioners' committee to withdraw the subject petition, pursuant to § 5.15 (F)(3) of this Charter.

3. *Affidavit of circulator.* Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his presence, that he believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

4. *Time for filing referendum petitions.* Referendum petitions must be filed within sixty (60) days after adoption by the Commission of the ordinance sought to be reconsidered.

D. *Procedure for filing.* Certificate of Clerk; amendment. Within twenty (20) days after the initiative petition or referendum petition is filed, the Village Clerk shall determine whether each petition paper is in proper form according to subsections C(2) and (3)

hereinabove. Within ten (10) days from determining that the petition is in proper form, the Village Clerk shall transmit the petition papers to the Miami-Dade County Department of Elections for purposes of determining whether the petition as a whole has been signed by a sufficient percentage of the Village electors. The Miami-Dade County Elections Department shall complete a certificate as to the petition's sufficiency. Such certificate shall specify if it is insufficient, and the Village Clerk shall promptly send a copy of the certificate to the petitioners' committee by registered mail, return receipt requested. A petition certified insufficient for lack of the required number of valid signatures may be amended one (1) time within ten (10) business days after receipt of notification; such supplementary petition shall comply with all prior requirements and within five (5) business days after it is refiled, the Village Clerk shall transmit same to the Miami-Dade County Department of Elections for purposes of issuing a certificate as to the sufficiency of the petition as amended, whereupon the Village Clerk shall send a copy of such certificate to the petitioners' committee by registered mail, return receipt requested, as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient, the Village Clerk shall promptly present the certificate to the Commission, and the certificate shall then be a final determination as to the sufficiency of the petition.

E. *Conclusion of Referendum Process.* The referendum process shall be concluded:

(1) When the petitioners' committee withdraws the petition; or

(2) When the Commission repeals the ordinance; or

(3) After a vote of the electorate on repeal of the ordinance has been certified, and such certification has been accepted by the Commission.

F. *Action by Commission.*

1. *Action by Commission.* When an initiative or referendum petition has been finally determined sufficient by the Miami-Dade County Elections Department, the Commission shall promptly consider the proposed initiative ordinance in the manner provided in Article III or reconsider the referred ordinance by voting its repeal. If within thirty (30) days of the issuance of a certificate of a petition's sufficiency by the Miami-Dade County Elections Department, the Commission fails to either (as the case may be) adopt a proposed initiative ordinance without any change in substance or fails to repeal the referred ordinance, it shall submit the proposed or referred ordinance to the voters of the Village.

2. *Submission to voters.* The vote of the Village on a proposed or referred ordinance shall be held not less than thirty (30) days and not later than sixty (60) days from issuance of the Miami-Dade County Elections Department's certificate as to petition's sufficiency. If no regular Village election is to be held within the period described in this subsection, the Commission shall provide for a special election. Copies of the proposed or referred ordinance shall be made available at the Village Clerk's office.

3. *Withdrawal of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the tenth day preceding the day scheduled for a vote of the Village by filing with the Village Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings shall be terminated.

G. *Results of election.*

1. *Initiative.* If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon acceptance by the Commission of the certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the Commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. If an initiative ordinance is voted upon by the Village electors and is defeated, it may not be brought forth for consideration as an initiative within one year from date of this election.

2. *Referendum.* If a majority of the qualified electors voting on a referred ordinance vote for its repeal, it shall be considered repealed upon the Commission's acceptance of the certification of the election results. Should a majority defeat the referendum for repeal of the ordinance, such referendum action cannot be brought up again for a period of one (1) year from the date of the election.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 5.15 Initiative and referendum procedures, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. K, 8-28-06, Election of 11-7-06)

ARTICLE VI. BOARDS

§ 6.01 Advisory boards.

The Commission may by ordinance establish advisory boards to assist the Commission or the Village. Advisory board members must be either residents of the Village, or owners of businesses located within the confines of the Village, or designees of such business owners. Advisory Board members shall serve a two (2) year term concurrent with the regular scheduled election of the Commission. A majority of the members of each advisory board must be residents of the Village. The Commission may appoint ex officio non-voting members to the board who do not meet the requirements set forth above. The members of advisory boards shall serve without compensation and may be removed at any time by a majority vote of the entire Commission. The Commission may also terminate any advisory board at any time that it deems that such board has fulfilled its purpose. Any vacancy occurring on an advisory board shall be filled within 30 days of the occurrence of the vacancy, in the same manner as the original appointment.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 6.01 Advisory boards, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 6.02 Civil service.

A. *Civil Service Board.* The Commission may by ordinance establish a civil service system and appoint the members, other than employee members, to the Civil Service Board, who are registered voters. Such ordinance shall provide the duties, responsibilities, terms of membership and conditions for removal of members from the Civil Service Board as well as all other terms and provisions of the civil service system.

B. *Employees covered by collective bargaining agreement.* Any civil service system established by ordinance and the civil service rules and regulations adopted pursuant thereto shall not apply to nor be maintained for regular employees in the classified service who are covered by a collective bargaining agreement, unless otherwise provided in such agreement.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 6.02 Civil service did not have a history of amendments.)

§ 6.03 Planning and Zoning Board.

A. The Commission shall establish by ordinance a Planning and Zoning Board. Such ordinance shall provide the powers, duties, responsibilities, terms of membership, length of terms, and conditions for removal of members of the Planning and Zoning Board.

B. Where the Planning and Zoning Board by unanimous vote of its full membership has presented a negative recommendation to the Village Commission relating to a request for a variance or special use exception, it shall require the Village Commission to act by at least four (4) affirmative votes in order to grant such request for variance or special use exception.

C. It shall be the duty of the Planning and Zoning Board, in cooperation with the Village Attorney, to continuously review the provisions of the zoning regulations, the Comprehensive Master Plan and the Zoning District Map and offer recommendations for the improvement thereof to the Village Commission at maximum intervals of five years commencing in 2013.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 6.03 Planning and Zoning Board, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE VII. FINANCE AND TAXATION

§ 7.01 State Law applicable.

Matters pertaining to finance and taxation shall be governed by State law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.01 State Law applicable, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.02 Independent audits.

At the beginning of each calendar year, or as soon thereafter as practical, the Commission shall designate one or more qualified certified public accountants, who may be the regular auditors of the Village and who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transaction of the Village government. They shall submit their report to the Commission no later than at a regularly scheduled April Commission meeting. A copy of the audit shall be made available for inspection in the office of the Village Manager. The accountants shall have no personal interest, direct or indirect, in the fiscal affairs of the Village. Within specifications approved by the Commission the accountants shall post-audit the books and documents kept by or under the direction of the Village Manager and any and all separate or subordinate accounts kept by any other office, department or agency of the Village government. The Commission may also designate one or more qualified certified public accountants to conduct special audits at other times, or monthly or continuing audits as it may consider in the public interest. A copy of such special audits will also be made available for public inspection.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.02 Independent audits, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.03 Preparation and submission of budget.

The Village Manager, at least sixty (60) days prior to the beginning of each fiscal year, shall submit to the Commission a budget and an explanatory budget message in the form and with the contents provided by this Charter. For such purpose, he shall obtain from the head of each office, department or agency of the Village estimates of revenue and expenditure of that office, department or agency detailed by organization units and character and object of expenditure, and such other supporting data as he may request; together with an estimate of all municipal projects pending, or which such department head believes should be undertaken:

A. Within the budget year, and

B. Within the five (5) next succeeding years.

In preparing the budget, the Village Manager shall review and revise the estimates as he may deem advisable.

A. *Budget message.* The budget message submitted by the Village Manager to the Commission shall be explanatory of the budget, shall contain an outline of the proposed financial policies of the Village for the fiscal year and shall

describe in connection therewith the important features of the budget plan. It shall set forth the reasons for salient changes from the previous year in costs and revenue items and shall explain any proposed major changes in financial policy.

B. *Budget for municipal improvements.* As a part of the budget message, with relation to the proposed expenditures for down payments and other proposed expenditures for municipal projects stated in the budget, the Village Manager shall include a statement of pending municipal projects and proposed new municipal projects for the fiscal year and for the five (5) fiscal years succeeding that fiscal year, together with his comments thereon and any estimates of costs prepared by him or by any other office, department or agency of the Village. The budget message shall also detail the prospective amounts for municipal projects proposed to be raised by appropriation in the budget and the respective amounts, if any, proposed to be raised by the issuance of bonds and certificates or notes during the fiscal year or thereafter.

C. *Supporting schedules, etc.* Attached to the budget message shall be such supporting schedules, exhibits and other explanatory material, in respect to both current operations and municipal projects as the Village Manager, shall believe to be useful.

D. *Scope of budget; contents.* The budget shall provide a complete financial plan for the fiscal year. It shall contain in tabular form:

1. A general summary;
2. Detailed estimates of all anticipated revenues;
3. Detailed estimates of all proposed expenditures.

E. *Anticipated revenues.* In parallel columns opposite the several items of anticipated revenues there shall be placed the amount of each item in the budget of the current fiscal year and amount actually received to the time of preparing the budget, plus receipts for the remainder of the current fiscal year estimated as accurately as possible, plus the amount received for each item in each of the two (2) prior fiscal years.

F. *Proposed expenditures.* In parallel columns opposite the several items of proposed expenditures, there shall be placed the amount of each such item in the budget of the current year, and the amount actually expended to the time of preparing the budget, plus the expenditures for the remainder of the current fiscal year estimated as accurately as possible, plus the amounts expended for each item in each of the two (2) prior fiscal years.

G. *Budget and message to be public record.* The budget and budget message and all supporting schedules shall be a public record in the office of the Village Clerk open to public inspection.

H. *Notice of final budget meeting.* At the meeting of the Commission at which the budget and budget message are submitted, the Commission shall determine the place and time of the two public hearings and the final meeting on the budget and shall cause to be posted on the designated official bulletin board of the Village a notice of the places and times not less than ten (10) days prior to the dates on which the Commission will hold the meetings.

If the budget calls for any increase in taxes by the Village, the Village shall endeavor to send a notice of the date of the final budget meeting to each property owner in the Village files and also to those who submit requests to be so notified. With such notice the anticipated increase of taxes shall also be mentioned. The Village Manager shall comply with all provisions of state law relative to procedures in the event of property tax increases.

I. *Vote required to adopt.* The final budget and millage rate shall be adopted by at least three (3) affirmative votes of the Commission.

J. *Effective date; certification.* Upon final adoption, the budget shall be in effect for the fiscal year. A copy of the budget as finally adopted shall be certified by the Village Manager and shall be available for inspection by any and all persons in the office of the Village Clerk.

K. *Effective date.* From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriate to the objects and purposes therein named.

L. *Adoption.* The Commission shall by resolution adopt the budget on or before the thirtieth day of September of each year. If it fails to adopt the budget by this date, the Commission, by resolution, may direct that the amounts appropriated for current operation for the current fiscal year shall be deemed adopted for the ensuing fiscal year for a period of thirty (30) days and renewed by resolution each thirty (30) days with all items in it prorated accordingly, until such time as the Commission adopts a budget for the ensuing fiscal year. A resolution adopting an annual budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated.

M. *Appropriation amendments during the fiscal year.*

1. *Supplemental appropriations.* If during the fiscal year revenues in excess of those estimated in the budget are available for appropriation, the Commission, by resolution, may make supplemental appropriations for the year for projects, activities or undertakings deemed necessary by the Commission up to the amount of such excess, provided, however, the resolution to expend such funds receives at least three (3) affirmative votes of the Commission.

2. *Reduction of appropriations.* If at any time during the fiscal year it appears probable to the Village Manager that the revenues available will be insufficient to meet the amount appropriated, he shall report to the

Commission without delay, indicating the estimated amount of the deficit, any remedial action taken by him and his recommendations as to any other steps to be taken. The Commission shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by resolution reduce one (1) or more appropriations.

3. *Limitations; effective date.* No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof.

The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon its adoption by resolution.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.03 Preparation and submission of budget, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. L, 8-28-06, Election of 11-7-06)

§ 7.04 Monthly report of expenditures.

At the first Commission meeting of each month, the Village Manager shall present a detailed report of the expenditures for the prior month.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.04 Monthly report of expenditures, amended by Res. No. regarding 92-23, § 2, 9-15-92, Election of 11-3-92; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.05 State and county law to apply to taxation.

The general laws of the State of Florida and the County of Miami-Dade upon the subject of taxation shall apply to and govern in the assessment, levy and collection of taxes of the Village and in return and sale of property delinquent therefor and shall also apply and govern with respect to the powers, duties and liabilities of persons and property touching and concerning such taxes, and shall have full force and effect in said Village as far as same may be applicable.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.05 State and county law to apply to taxation, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.06 Correcting assessments.

All provisions in the Charter relating to local assessment for special assessments are directory and any errors, defects or omissions in assessments, levies, sales or proceedings may be corrected at any time.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.06 Correcting assessments, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 7.07 Bank depositories.

A. *Designation.* It shall be the duty of the Commission to designate the bank or banks to be depositories for the funds of the Village. If there be more than one, the distribution of the several funds shall be made as directed by the Commission.

B. *Bond or Security* All Village depositories shall furnish such bond or security as required by State law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 7.07 Bank depositories, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE VIII. BORROWING FOR MUNICIPAL PROJECTS

§ 8.01 State Law applicable.

Matters pertaining to borrowing for municipal projects shall be governed by State law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 8.01 State Law applicable had no history of amendments.)

ARTICLE IX. GENERAL PROVISIONS

§ 9.01 Right of eminent domain.

The Village may exercise the right and power of eminent domain; that is, the right to appropriate property, without the owner's consent, for a public purpose.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.01 Right of eminent domain, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.02 Non-discrimination.

No person shall be deprived of any right because of race, religion, sex, sexual orientation, place of origin or physical handicap.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.02 was titled Charter amendments, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.03 Records and accounts to be open to public.

All public records and accounts of every office, department or agency of the Village shall be open to inspection as provided by state law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.03 was titled Non-discrimination, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. M, 8-28-06, Election of 11-7-06)

§ 9.04 Bonds of officers and employees.

Any officers or employees of the Village who have check signing authority or access to Village accounts shall post bond in such amount and with such surety as may be approved by the Commission. The premiums of such bonds shall be paid by the Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.04 was titled Records and accounts to be open to public, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.05 Oath of office/employment.

Every officer and employee of the Village shall, before entering upon the duties of his office, take and subscribe to the following oath or affirmation, to be filed and kept in the office of the Village Clerk:

> I _____, a legal resident of the State of Florida, and being employed by or an officer of North Bay Village, Florida and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support and obey the Constitution and the laws of the United States and of the State of Florida, and that I will, in all respects, observe the provisions of the Charter and Ordinances of the Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.05 was titled Bonds of officers and employees, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 9.06 Scope of authority.

The Village is hereby authorized and empowered in the manner herein provided to cause any waterway within said Village to be bulkheaded; to cause groins or jetties to be constructed along the shore to protect the land area from the effects of tides and winds; to cause boardwalks or other walls or seawalls to be constructed in its public parks and upon or along any property of said Village, or in which it has a perpetual easement, or which is dedicated to said Village or the public along or near the shore; to cause any and all highways, by whatever designation they may be known, or any part thereof, to be lighted, graded, paved, repaved, macadamized and to cause curbs and gutters to be constructed thereupon, and sanitary sewers, storm sewers and other drains to be laid or constructed in any such highway, or part thereof, and/or in any right-

of-way or easement granted to or acquired by said Village or any dedicated way, and to provide for the payment of the cost thereof through special assessments.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.06 was titled Oath of office/employment, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

§ 9.07 ~~North Bay Island zoning.~~ Single Family Property

Land use and future development of single family properties ~~North Bay Island~~ in the Village is hereby restricted to single family residential usage.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.07 was titled Scope of authority, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.08 ~~Reserved.~~ Advertisement and notice by publication on publicly accessible website.

Notwithstanding any provision to the contrary, wherever in this Charter an advertisement or notice is required to be published in a newspaper of general circulation or other print publication, such advertisement or notice may alternatively be provided on a publicly accessible website, as permitted by chapter 50, Florida Statutes, as may be amended from time to time, provided that:

(A) The cost of providing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper;

(B) Publication on such website conforms with the requirements of section 50.0311, Florida Statutes, as may be amended from time to time; and

(C) Publication on such website is made within the applicable time frame required by this Charter for the respective advertisement or notice, and includes all information required by the respective Charter provisions.

(Prior Charter Section 9.08 was titled North Bay Island zoning, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.09 Insurance benefits for elected officials and the Village Manager.

North Bay Village shall not pay life, health and/or dental insurance benefits for the elected Village officials and/or their family dependents without prior approval by the electorate at a referendum.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.09 Insurance benefits for elected officials and the Village Manager, amended by Res. No. R91-28, § 2, 9-16-91, Election of 11-12-91; Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.10 Retirement System.

The Commission may establish and create by ordinance a retirement system for any or all groups of officers, agents or employees of the Village.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 9.10 Retirement System, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 9.11 Nepotism.

No person related up to the second degree of consanguinity or affinity to an elected or appointed Village official (department head and above) shall be eligible to hold a remunerative position with the Village. Any appointed Village official who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal. This provision may be waived during conditions deemed as emergencies by the Village Commission.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Section 9.11 in previous Charter.)

§ 9.12 Conflict of interest.

Appointed officials and employees shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code § 2-11.1.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Section 9.12 in previous Charter.)

§ 9.13 Violation.

Village officials and employees shall follow the provisions of this Charter.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(There was no prior Section 9.13 in previous Charter.)

ARTICLE X. CHARTER AMENDMENTS AND TRANSITION

§ 10.01 Revision provision.

A. This Charter of the Village must be reviewed six (6) years from November 8, 2000 and each sixth year thereafter by an Advisory Charter Review Board Appointed by the Commission with a minimum of five (5) members with at least one (1) representative from each island; any proposed revisions to the Charter must meet the approval of the qualified electors of the Village at an election to be held at the same time as the regularly scheduled municipal Commission election immediately following each sixth year Charter review.

~~B. It shall be the duty of the Planning and Zoning Board, in cooperation with the Village Attorney, to continuously review the provisions of the zoning regulations, the Comprehensive Master Plan and the Zoning District Map and offer recommendations for the improvement thereof to the Village Commission at maximum intervals of five years commencing in 2013.~~

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(The prior Charter Section 10.01 was titled Title of Charter and there was no history of amendments.)

§ 10.02 Charter amendments.

A. Except with regard to Charter provisions concerning municipal boundaries, North Bay Village may adopt, amend, or revoke its Charter or abolish its existence in the following manner: The Village Commission shall, within one hundred twenty (120) days after adopting a resolution or after the certification of a petition of ten (10%) percent of the qualified electors of the municipality, draft or have drafted by a method determined by a North Bay Village ordinance, a proposed charter amendment, revocation, or abolition which shall be submitted to the electors of North Bay Village. Unless an election occurs not less than sixty (60), nor more than one hundred twenty (120) days after the draft is submitted, the proposal shall be submitted at a special election within that time. No less than thirty (30) days prior to such election the Village Clerk shall make available a copy of the proposed amendment for examination.

B. Upon adoption of an amendment to the Charter of the Village by a majority of the electors voting in a referendum upon such amendment, the Commissioners shall have the amendment incorporated into the Charter and shall file the revised Charter with the Department of State of the State of Florida, at which time the revised Charter shall take effect.

C. The Village may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State of the State of Florida pursuant to the provision of section B.

D. The Village, by unanimous vote of the Commission, may abolish municipal departments provided for in this Charter and amend provisions or language out of the Charter which has been judicially construed to be contrary to either the state or federal constitution.

E. Any provision of the Charter which conflicts with any federal, state or county law shall automatically be changed to conform to such federal, state or county law.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(The prior Charter Section 10.02 was titled Effective date, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. N, 8-28-06, Election of 11-7-06)

§ 10.03 Ordinances and state and county law unimpaired.

Nothing in this Charter shall be so construed as to alter, abolish, affect or amend the following: (1) Any of the laws of this state now in force or which hereafter (shall) be enacted relative to towns and cities of the state, incorporated under the general law; or (2) any of the laws of Miami-Dade County; (3) any of the ordinances of the Village, now in force under the municipal government of the Village, except for those that are in conflict with the provisions of this Charter, and these conflicting ordinances are hereby repealed. All such state and county laws and all nonconflicting ordinances of the Village are hereby declared to be in full force and effect.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.03 Ordinances and state and county law unimpaired, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.04 Rights and privileges of officers, etc., not impaired.

Nothing contained in this Charter, except as specifically provided, shall affect or impair the rights or privileges of any officer or employee of the Village or of any office, department or agency existing at the time when this Charter shall take effect, or any provision of law in force at the time when this Charter shall take effect and not inconsistent with the provisions of this Charter, in relation to the duties, responsibilities and emoluments of officers and employees of the Village. This provision shall not be construed to vest in any officer or employee any right or rights not specifically vested herein.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(The prior Charter Section 10.04 Rights and privileges of officers, etc., not impaired, has no history of amendments.)

§ 10.05 Pending matters.

All rights, claims, actions, orders, contracts and legal or administrative proceedings involving the Village shall continue in accordance with their terms and, to the extent applicable, the Charter of the Village as in existence at the time of their occurrence or imposition, as applicable.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.05 Pending matters, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.06 Contracts and public improvements.

All contracts entered into by the Village, or for its benefit, prior to the taking effect of this Charter, shall continue in full force and effect. Public improvements for which legislative steps have been taken under laws or Charter provisions existing at the time this Charter takes effect may be carried to completion as nearly as practicable in accordance with the provisions of such existing laws and Charter provisions.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.06 Contracts and public improvements has no history of amendments.)

§ 10.07 Pending suits and proceedings not affected.

No action or proceeding, civil or criminal, pending at the time when this Charter shall take effect, brought by or against the Village or any office, department or agency or officer thereof, shall be affected or abated by the adoption of this Charter or by anything herein contained.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.07 Pending suits and proceedings not affected has no history of amendments.)

§ 10.08 Former acts confirmed.

All acts and proceedings of the various officers and employees of the Village before the approval of this Charter are hereby approved, confirmed and validated as of the dates the same were made or done.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.08 Former acts confirmed, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.09 Continuations of existing laws.

Insofar as the provisions of this Charter are the same in terms or in substance and effect as provisions of law in force when this Charter shall take effect, relating to or affecting the Village, the provisions of this Charter are intended to be not a new enactment but a continuation of such provisions of law and this Charter shall be so construed and applied.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.09 Continuations of existing laws, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.10 Transition ordinances.

The Commission shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within sixty (60) days of the first Commission meeting under this Charter for the purpose of facilitating the transition may be passed as emergency ordinances following the procedures in Article III except that transition ordinances shall be effective for up to ninety (90) days after enactment. Thereafter such ordinances may be readopted, renewed or otherwise continued only in the manner prescribed for normal ordinances in Article III.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.10 Transition ordinances has no history of amendments.)

§ 10.11 Resolving conflicts within charter.

Should there be a conflict or apparent conflict in the provisions of any one section of this Charter or between two (2) or more sections thereof, then the Village Attorney shall resolve such conflict or apparent conflict by a written ruling which shall be legal and binding unless invalidated by a court of competent jurisdiction.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.11 Resolving conflicts within charter, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

§ 10.12 Severability clause.

If any section or part of section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

(Res. No. 2018-75 , § 2, 7-30-18, election of 11-6-18)

(Prior Charter Section 10.12 Severability clause, amended by Res. No. 2000-41, 11-8-00, Election of 11-7-00)

(Prior Charter Section 10.13 was titled Revision provision, amended by (Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-36, 7-13-04, Election of 11-2-04; Res. No. 2006-45, Pt. O, 8-28-06, Election of 11-7-06; Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

(Prior Charter Section 10.14 was titled Violation, amended by (Res. No. 2012-25, § 2, 7-10-12, Election of 11-6-12; Res. No. 2012-56, § 4, 11-16-12)

DRAFT

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Mayor Brent Latham

SUBJECT: Discussion of Alternative Design for Village Hall as Well as a Potential November 2024 General Obligation Bond Question to Close the Funding Gap - ***Sponsored by Mayor Brent Latham***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A REFERENDUM REGARDING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY NORTH BAY VILLAGE IN AN AMOUNT NOT TO EXCEED $__ MILLION FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A PUBLIC SAFETY AND VILLAGE HALL COMPLEX; PROVIDING FOR PUBLICATION OF NOTICE OF SAID REFERENDUM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE.

Discuss funding sources associated with the Village Hall project and determine if to pose a November 2024 ballot question to close the funding gap.

BACKGROUND AND ANALYSIS

The Village Commission seeks to construct the Village Hall/Fire Station 27 (VHFS) Building. The information provided herein includes:

1. The latest VHFS design: 2312_60% CD_ARCH_Combined.pdf (dropbox.com)
2. The timeframe for the project.
3. A spreadsheet summarizing all payments, due to the Village, related to the development agreements, including payment due dates or benchmarks by which they are due.
4. The latest VHFS budget, per the Village Hall architects. The expected cost for VHFS is @ $44.920M.

5. The sources of funds for VHFS, to include funds from sources such as d evelopment agreement (DA) payments and transfer of development rights (TDRs) funds that are currently available or that may be available to the Village, so long as funds are available prior to 1/28/25, when the VHFS construction contract is expected to be advertised. The total amount expected to be available via DA payments is @$35.447M. The total amount available via TDR payments is $13.6M. The difference between the project cost and the DA funds expected by 1/28/25 is @ $9.473M. Other potential funding sources include:
   (a) a transfer from the Village Building Fund. This can be done once the current audit is complete but is expected to yield over $500,000.
   (b) via Village voter referendum - i.e. the issuance of General Obligation Bonds, as was done by the Village in 2008, when VHFS design, permitting, and construction costs were markedly different (i.e. more affordable) than they are now.

Although there is no certainty that all relevant DA funds will be collected in time or that all TDRs will be sold, there is a likelihood that some combination of both sets of funds will be collected. Nonetheless at this time the Staff recommendation is to place a question on the November ballot for $10,000,000 to close the funding gap. Should more DA and/or TDR funds materialize than expected, and should the question be approved by a majority of voters, not all bond funds would need to be issued. The TDR agenda item on this same agenda reflects creation of a strategy that would allow all TDRs to be sold off by the time of the July commission meeting, although the date of collection of funds is to be established.

This agenda item also serves to provide, as requested by Mayor Latham, a "Plan B" and even a "Plan C" should DA and/or TDR funds not materialize fully and/or should the referendum question not be approved. The Village would have two immediate options:

1. Phasing the Project: In the worst-case scenario, one option would be to phase the project out, so that the construction bid package would be for construction of the full shell of the building plus full build-out of the 1st floor plus elevators, stairs, and three parking floors but not building out the interior of the top/5th floor. This would allow the Village to defer the immediate cost by over $6M, per the architects' estimate. The architectural plans would include the full set of plans, but the 5th floor build-out would be done at a later date. The result is that most Village employees - all but those on the 1st floor - would remain at the current Village Hall site. Two versions of the budget are included: one for the full build-out and one for a phased approach, with deferred tenant improvements for the top floor. There would likely be price escalation for the 2nd bid package, but the immediate savings should be at least $5M.

2. Removing a Parking Floor: A second option would be to eliminate a floor of parking, more specifically the 3rd floor of the building's five floors. This is the in-between floor of the three parking floors and would be least disruptive to eliminate. That said, it would result in a reduction of 35 parking spaces, reducing parking from 93 to 58 spaces. The design delay would be fairly modest, resulting in approximately a 6-week delay, but the loss of parking would be considerable.

At this time, Staff recommends:
a. pursuing the Bond referendum question;
b. were the question not to pass and/or DA or TDR funds not materialize sufficiently to fund the project, to pursue option 1 (Phasing the Project) above.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
As shown in the attached documents

PERSONNEL IMPACT
No additional staff is needed beyond current staff.

ATTACHMENTS
Resolution-Village Hall Public Safety Complex.DOC
NBV Fire Station Village Hall - Schedule.pdf
Village Hall Fire Station - Sources of Funds.pdf
NBV FS 27 VH - Estimated Costs (Total Buildout).pdf
NBV FS 27 VH - Estimated Costs (Phased Approach).pdf
North Bay Village_TDR Pool Tracker 20240415.pdf

RESOLUTION NO. 2024-___

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A REFERENDUM REGARDING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY NORTH BAY VILLAGE IN AN AMOUNT NOT TO EXCEED $__ MILLION FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A PUBLIC SAFETY AND VILLAGE HALL COMPLEX; PROVIDING FOR PUBLICATION OF NOTICE OF SAID REFERENDUM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at a special election held on January 29, 2008, the qualified electors of North Bay Village, Florida (the "Village"), in accordance with the applicable laws of the State of Florida (the "State"), approved the issuance of bonds for construction of a public safety and Village Hall complex in an amount not exceeding $7,900,000 (the "2008 Project"); and

WHEREAS, in 2008, 2010 and 2023, the Village issued bonds totaling approximately $7,900,000 to finance the 2008 Project; and

WHEREAS, because of the passage of time and the growth of the Village since the approval of the 2008 Project, the needs of the Village for a public safety and Village Hall complex have changed and construction prices have increased significantly, resulting in the need for a larger complex costing significantly more than originally anticipated; and

WHEREAS, the Village Commission (the "Commission") has determined that it is in the best interest of the Village to provide for additional funds to ensure that the 2008 Project can be completed; and

WHEREAS, the Commission wishes to seek approval of the electors for the issuance of general obligation bonds in an amount not to exceed $__ million for the purpose of financing additional costs of the 2008 Project (the 2008 Project, together with the additional improvements contemplated by this Resolution, is hereinafter referred to collectively as the "2024 Project"); and

WHEREAS, the Constitution of the State of Florida, Article VII, Section 12, as well as Section 100.211, Florida Statutes, authorize and require a voter referendum for the approval of the issuance of general obligation bonds by a municipality; and

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

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

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

Section 2. Intent to Issue Bonds. Subject to a referendum provided for herein and pursuant to subsequent proceedings of the Village, the Village intends to authorize the issuance of general obligation bonds in an aggregate principal amount not exceeding $__ million, issuable as tax-exempt and/or taxable bonds, in one or more series, maturing at such time or times not exceeding thirty (30) years from their date or dates of issuance and bearing interest at a rate or rates not exceeding the legal maximum rate of interest, in each case as shall be determined by ordinance or resolution of the Village as required by the Village Charter and State law prior to the time of sale thereof (the "Bonds"). Such Bonds, if issued, shall pledge the full faith and credit of the Village and be payable from ad valorem taxes levied by the Village without limit as to rate or amount on all taxable property within the Village. The Bonds will be issued for the purpose of providing funds to finance the costs of the 2024 Project.

Section 3. Calling of Bond Referendum. The Commission does hereby call a bond referendum pursuant to Article VII, Section 12 of the Constitution of the State of Florida, and Florida Statutes Section 100.211, to be held on November 5, 2024, for the purpose of determining whether the qualified electors of the Village approve the issuance of the Bonds to finance the cost to the Village of the 2024 Project (the "Referendum"). In accordance with the Constitution and the laws of the State of Florida, all qualified electors of the Village shall be entitled and permitted to vote in the Referendum. The Referendum shall be held at the same polling places in the several precincts, respectively, in the Village as determined by the Supervisor of Elections of Miami-Dade County ("Supervisor"). The inspectors and clerks who shall conduct the Referendum ("Election Officials") shall be those selected and appointed by the Supervisor. The polling places for the Referendum shall be open from 7:00 a.m. to 7:00 p.m. on the same day.

Section 4. Ballot Question. The following bond referendum question shall be placed on the ballot:

"Shall the Village issue general obligation bonds not exceeding $__ million in one or more series maturing not later than thirty years from their issuance dates, bearing interest not exceeding the maximum allowable by law, payable from ad valorem taxes levied by the Village, to finance the costs of construction of a public safety and Village Hall complex with Miami-Dade County, whereby the County will pay the fire rescue station portion?

_____ FOR BONDS

_____ AGAINST BONDS

Section 5. Form of Ballot. The form of ballot for the election is attached hereto as Exhibit "A".

Section 6. Village Clerk Responsibilities. The Village Clerk is hereby authorized and directed to deliver copies of the ballot set forth herein to the Supervisor for printing; to ascertain that the wording of the ballot is correctly printed thereon; and to ensure that any reprinting, if necessary, is ordered by the Supervisor, all within such time as is necessary to allow compliance with any mailing requirements imposed by law in connection with mail ballots and absentee ballots.

Section 7. Absentees Ballots. Absentee ballots containing the question set forth in Section 4 above shall be prepared for the use of absent, qualified electors entitled to cast such ballots in the Referendum in accordance with Chapter 101, Florida Statutes.

Section 8. Conduct Of Referendum. The Referendum shall be held and conducted in the manner prescribed by law for holding elections in the Village. The Election Officials at each polling place in the several precincts, respectively, shall prepare and file returns of such Referendum and deliver the same to the Miami-Dade County Canvassing Board for canvassing in the manner provided by applicable law. Said returns shall be certified to the Commission, which shall declare the results thereof and record the same in its minutes along with the number of qualified electors of the Village who voted at the Referendum on the question proposed and the number of votes cast for and against approval of the ballot question. The Commission shall certify the results of said Referendum to the Florida Department of State and/or other applicable entity in the manner provided by applicable law.

Section 9. Bond Authorization. If a majority of the votes cast by qualified electors of the Village at the Referendum approves the ballot question concerning the 2024 Project, the Village shall be authorized, but not obligated, to issue the Bonds in the manner provided herein. The Bonds, at a future date or dates, may be issued all at one time or in part from time to time as the Commission may in its discretion thereafter determine by subsequent ordinance or resolution in accordance with the Village Charter and State law.

Section 10. List of Qualified Electors. The Supervisor is hereby authorized and requested to make up and certify a list of the names of all qualified electors residing in the Village. A certified copy of such list shall be furnished to the Village Clerk and filed among the records of the Village.

Section 11. Publication of Notice. The Village Clerk shall cause a Notice of Referendum to be published in the *Miami Herald* or any other newspaper of general circulation within the Village, once in the fifth and third weeks prior to the week in which the Referendum is to be held, the first publication to be not less than 30 days prior to the date of such Referendum. The Village Clerk shall secure from the publisher of said

newspaper an appropriate affidavit of proof that the Notice of Referendum has been duly published, and said affidavit shall be made a part of the record of the Village. The Notice of Referendum shall be substantially in the form attached hereto as Exhibit "B". Copies of this Resolution are on file at the offices of the Village Clerk located at 1666 Kennedy Causeway, 3rd Floor, North Bay Village, Florida 33141, and are available for public inspection during regular business hours.

Section 12. Authority. The Village Attorney and Village Clerk are hereby authorized to make any such amendments to the ballot title and/or question based upon the rules, regulations, and policies of the Supervisor, and are hereby authorized to take all steps necessary to fulfill the intent of this Resolution.

Section 13. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained therein. This Resolution is adopted with the intent that the laws of the State shall govern its construction.

Section 14. Effective Date. This Resolution shall take effect immediately upon adoption.

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

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT "A"

BOND REFERENDUM FOR CONSTRUCTION OF A PUBLIC SAFETY AND VILLAGE HALL COMPLEX

"Shall the Village issue general obligation bonds not exceeding $__ million in one or more series maturing not later than thirty years from their issuance dates, bearing interest not exceeding the maximum allowable by law, payable from ad valorem taxes levied by the Village, to finance the costs of construction of a public safety and Village Hall complex with Miami-Dade County, whereby the County will pay the fire rescue station portion?

_____ FOR BONDS

_____ AGAINST BONDS

EXHIBIT "B"

NOTICE OF BOND REFERENDUM

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. 2024-_____ ADOPTED BY THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA (THE "VILLAGE") AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, THE 5TH DAY OF NOVEMBER, 2024, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING BOND REFERENDUM SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.

BOND REFERENDUM FOR CONSTRUCTION OF A PUBLIC SAFETY AND VILLAGE HALL COMPLEX

"Shall the Village issue general obligation bonds not exceeding $__ million in one or more series maturing not later than thirty years from their issuance dates, bearing interest not exceeding the maximum allowable by law, payable from ad valorem taxes levied by the Village, to finance the costs of construction of a public safety and Village Hall complex with Miami-Dade County, whereby the County will pay the fire rescue station portion?

_____ FOR BONDS

_____ AGAINST BONDS

The full text of Resolution No. 2024- __ is available at the offices of the Village Clerk located at 1666 Kennedy Causeway, 3rd Floor, North Bay Village, Florida 33141.

_____
Village Clerk

Project name	2312 NBV FIRE STATION & VILLAGE HALL SCHEDULE
Project manager	Natalia Livian
Project start date	3/16/2022
Project finish date	12/14/2026
Duration	1362 days
% complete	N/A
Exported on	2/5/2024

Task number	Outline number	Name	Duration	Start	Finish	Depends on	% complete	Labels
1	**1**	**SCHEMATIC DESIGN - PROGRAMMING**	**78 days**	**3/24/2023**	**6/9/2023**		**100%**	
~~2~~	~~1.1~~	~~kick off~~	~~1 day~~	~~3/24/2023~~	~~3/24/2023~~		~~100%~~	
3	~~1.2~~	~~Program Review & Approval~~	~~77 days~~	~~3/25/2023~~	~~6/9/2023~~	~~2FS~~	~~100%~~	
~~**4**~~	~~**2**~~	~~**SCHEMATIC DESIGN 30%**~~	~~**114 days**~~	~~**4/20/2023**~~	~~**8/11/2023**~~		~~**100%**~~	
5	~~2.1~~	~~30% Progress / Coordination~~	~~75 days~~	~~4/20/2023~~	~~7/3/2023~~		~~100%~~	
6	~~2.2~~	~~Building Massing Studies~~	~~51 days~~	~~4/20/2023~~	~~6/9/2023~~		~~100%~~	
7	~~2.3~~	~~Program Test Fits~~	~~44 days~~	~~4/27/2023~~	~~6/9/2023~~		~~100%~~	
~~8~~	~~2.4~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~5/3/2023~~	~~5/3/2023~~		~~100%~~	
~~9~~	~~2.5~~	~~O/A Bi-weekly Meeting~~	~~1 day~~	~~5/11/2023~~	~~5/11/2023~~		~~100%~~	
~~10~~	~~2.6~~	~~5/11 O/A Meeting Continued~~	~~1 day~~	~~5/18/2023~~	~~5/18/2023~~		~~100%~~	
~~11~~	~~2.7~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~5/17/2023~~	~~5/17/2023~~		~~100%~~	
~~12~~	~~2.8~~	~~Village Review Layouts~~	~~8 days~~	~~5/24/2023~~	~~5/31/2023~~		~~100%~~	
~~13~~	~~2.9~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~5/24/2023~~	~~5/24/2023~~		~~100%~~	
14	~~2.10~~	~~Survey Completed~~	~~4 days~~	~~6/2/2023~~	~~6/5/2023~~		~~100%~~	
15	~~2.11~~	~~O/A Bi-weekly Meeting~~	~~1 day~~	~~6/5/2023~~	~~6/5/2023~~		~~100%~~	
16	~~2.12~~	~~Geotech Final Report Completed~~	~~1 day~~	~~6/7/2023~~	~~6/7/2023~~		~~100%~~	
17	~~2.13~~	~~O/A Bi-weekly Meeting - Tentative~~	~~1 day~~	~~6/8/2023~~	~~6/8/2023~~		~~100%~~	
18	~~2.14~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~6/14/2023~~	~~6/14/2023~~		~~100%~~	
19	~~2.15~~	~~Design Workshop - Public input~~	~~1 day~~	~~6/19/2023~~	~~6/19/2023~~		~~100%~~	In Person Meeting
20	~~2.16~~	~~O/A Bi-weekly Meeting~~	~~1 day~~	~~6/22/2023~~	~~6/22/2023~~		~~100%~~	
21	~~2.17~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~6/28/2023~~	~~6/28/2023~~		~~100%~~	
22	~~2.18~~	~~Consultant Progress Set Due~~	~~1 day~~	~~6/30/2023~~	~~6/30/2023~~		~~100%~~	
23	~~2.19~~	~~30% QAQC~~	~~10 days~~	~~7/5/2023~~	~~7/14/2023~~		~~100%~~	
24	~~2.20~~	~~O/A Bi-weekly Meeting~~	~~1 day~~	~~7/6/2023~~	~~7/6/2023~~		~~100%~~	
25	~~2.21~~	~~Consultant Bi-weekly Meeting~~	~~1 day~~	~~7/12/2023~~	~~7/12/2023~~		~~100%~~	
26	~~2.22~~	~~O/A Bi-weekly Meeting~~	~~1 day~~	~~7/20/2023~~	~~7/20/2023~~		~~100%~~	
27	~~2.23~~	~~Consultant 30% Set Due~~	~~1 day~~	~~8/7/2023~~	~~8/7/2023~~		~~100%~~	
28	~~2.24~~	~~Issue 30% Schematic Design Set & Estimate~~	~~1 day~~	~~8/11/2023~~	~~8/11/2023~~		~~100%~~	
29	~~3~~	~~VILLAGE REVIEW - 30% Schematic Design~~	~~15 days~~	~~8/12/2023~~	~~8/26/2023~~		~~100%~~	
	~~3.1~~	~~VE Review and Approval~~		~~8/26/2023~~	~~9/19/2023~~		~~100%~~	
~~**30**~~	~~**4**~~	~~**SITE PLAN APPROVAL**~~	~~**45 days**~~	~~**8/27/2023**~~	~~**11/15/2023**~~		~~**100%**~~	
31	~~4.1~~	~~Site Plan Review Meetings~~	~~16 days~~	~~8/27/2023~~	~~9/11/2023~~		~~100%~~	
32	~~4.2~~	~~Site Plan Presentation Prep~~	~~8 days~~	~~11/8/2023~~	~~11/14/2023~~		~~100%~~	
33	~~4.3~~	~~Zoning Submittal / Review Process~~	~~60 days~~	~~8/25/2023~~	~~**11/7/2023**~~		~~100%~~	conducted via email communications
34	~~4.4~~	~~Commission Review Hearing~~	~~1 day~~	~~11/15/2023~~	~~**11/15/2023**~~	~~33FS~~	~~100%~~	
35	**5**	**DESIGN DEVELOPMENT 60%**	**110 days**	**11/16/2023**	**3/5/2024**	**34FS**	**0%**	

Task number	Outline number	Name	Duration	Start	Finish	Depends on	% complete	Labels
36	5.1	60% Progress / Coordination	74 days	11/16/2023	1/29/2024		0%	
37	~~5.2~~	~~Thanksgiving Holidays - office Closed~~	~~4 days~~	~~11/23/2023~~	~~11/26/2023~~		~~0%~~	
	5.3	~~Regular Commission Meeting~~	~~1 day~~	~~12/12/2023~~	~~12/12/2023~~			
38	~~5.4~~	~~Consultant Coordination Progress Set Due~~	~~1 day~~	~~12/20/2023~~	~~12/20/2023~~		0%	
39	5.5	~~QAQC Review~~	~~24 days~~	~~12/21/2023~~	~~1/12/2024~~		~~0%~~	
40	5.6	~~Winter Holidays - Office Closed~~	~~4 days~~	~~12/22/2023~~	~~12/27/2023~~		~~0%~~	
41	5.7	~~New years Holidays - Office Closed~~	~~4 days~~	~~12/28/2023~~	~~1/2/2023~~		~~0%~~	
	5.8	~~Consultant Coordination 2nd Progress Set Due~~	~~1 day~~	~~1/26/2024~~	~~1/26/2024~~		~~0%~~	
42	5.9	Issue 60% Design Development Set & Estimate	1 day	3/5/2024	3/5/2024		0%	
43	6	VILLAGE REVIEW 60% Design Development	15 days	3/6/2024	3/21/2024	42FS	0%	
44	**7**	**CONSTRUCTION DOCUMENTS 90%**	**61 days**	**3/22/2024**	**5/22/2024**	**43FS**	**0%**	
45	7.1	90% Progress / Coordination	25 days	3/22/2024	4/16/2024		0%	
46	7.2	Consultant Coordination Set Due	1 day	4/12/2024	4/12/2024		0%	
47	7.3	QAQC Review	10 days	4/15/2024	4/25/2024	45FS	0%	
48	7.4	Issue 90% Construction Documents	1 day	5/22/2024	5/22/2024		0%	
49	8	VILLAGE REVIEW - 90% construction Documents	17 days	5/23/2024	6/6/2024	48FS	0%	
50	**9**	**CONSTRUCTION DOCUMENTS 100%**	**40 days**	**6/7/2024**	**7/16/2024**	**49FS**	**0%**	
51	9.1	100% Progress / Coordination	25 days	6/7/2024	7/1/2024		0%	
52	9.2	Consultant Coordination Set Due	1 day	7/2/2024	7/2/2024		0%	
53	9.3	Issue 100% Construction Documents & Estimate	1 day	7/16/2024	7/16/2024		0%	
54	10	VILLAGE REVIEW - 100% Construction Documents	15 days	7/17/2024	7/31/2024	53FS	0%	
55	**11**	**SUBMIT FOR PERMIT**	**180 days**	**8/1/2024**	**1/27/2025**	**54FS**	**0%**	**Estimated Date**
56	11.1	Permit comments & responses	180 days	8/1/2024	1/27/2025		0%	Estimated Date
57	**12**	**ISSUE FOR BID**	**80 days**	**1/28/2025**	**4/17/2025**	**55FS**	**0%**	**Estimated Date**
58	12.1	Bidder Process / Bidder Selected	80 days	1/28/2025	4/17/2025		0%	Estimated Date
59	**13**	**CONTRACT AWARDED**	**30 days**	**4/18/2025**	**5/17/2025**	**57FS**	**0%**	**Estimated Date**
60	13.1	Contract Negotiations	30 days	4/18/2025	5/17/2025		0%	Estimated Date
61	14	CONSTRUCTION ADMINISTRATION	540 days	6/23/2025	12/14/2026	59FS	0%	Estimated Date

VILLAGE HALL/FIRE RESCUE STATION - SOURCES OF FUNDS (as of 5/5/2024)

Amount Due	Funding Sources for Funds Due or Expected Prior to 1/28/25 VHFS Construction Bid Issuance Date	Amount Available or Collected
$ 7,500,000	Village Hall Bond	$ 7,500,000
$ 518,750	Sunbeam Community Contribution ($1,528,750 collected: $1M for Parks; $518,750 for V. Hall)	$ 518,750
$ 6,880,000	Sunbeam Payment in Lieu of Impact Fees (Negotiated to Be Paid Years ahead of Due Date - once Traffic Concurrency or Moratorium resolved, whichever is earlier) (due 5/24/24)	
$ 4,120,000	Sunbeam Voluntary Contribution toward Village Hall (Negotiated Contribution - once Traffic Concurrency or Moratorium resolved, whichever is earlier)	
$ 1,375,000	Sunbeam Voluntary Contribution toward Fire Station (Negotiated Contribution)	$ 1,375,000
$ 546,250	Shuckers 1st Community Contribution (due 4/5/24)	$ 546,250
$ 974,000	Shuckers Public Facility Voluntary Contribution (Negotiated Contribution) (due 1/5/25)	
$ 7,425,000	Miami-Dade Fire Rescue Payment (Negotiated up from Original $4.67M)	$ 7,425,000
$ 1,200,000	7940 West Drive Density Rights Transfer Fee (Negotiated to be within 90 Days of Approval)	$ 1,200,000
$ 472,500	7940 West Drive 1st (of 2) Height Bonus Payment (10% within 30 Days of Approval; 90% at Permit)	$ 47,250
$ 342,500	Shoma 1st Community Contribution Fee	$ 342,500
$ 953,931	Shoma Parks & Police Impact Fees (Negotiated to Be Paid Years ahead of Due Date)	$ 953,931
$ 342,500	Shoma 2nd Community Contribution Fee (due 5/30/24)	
$ 685,000	Shoma 3rd Community Contribution Fee (due 8/31/24)	
$ 400,000	Shoma Village Hall Voluntary Contribution (Negotiated Contribution) (due at Building Permit - Expected Nov. 2024)	
$ 1,430,000	Marina View (7913 West Dr) Density Rights Transfer Fee	$ 1,430,000
$ 282,000	Marina View (7913 West Dr) Height Bonus Payment	$ 282,000
$ 35,447,431	**TOTAL**	**$ 21,620,681**

Potential Additional Funding Sources

$13,218,000	TDRs Available: 44.2 x $90,000 (nonwaterfront) = $3,978,000, PLUS 92.4 x $100,000 (waterfront) =$9,240,000 = $13,218,000 TOTAL. If ALL are waterfront, then 136.6 x $100,000 = $13,660,000

$ 48,665,431	**TOTAL POTENTIAL FUNDS**

BUILDING BUDGET

NORTH BAY VILLAGE HALL & FIRE STATION 27

Per 03.05.2024 Plans

(TOTAL BUILT-OUT)

Program	Area (sf)		Unit Cost	Total Cost
Construction Cost (Estimate)				
Village Hall	14,370 SF	x	$500.00	$7,185,000.00
Police Department	10,915 SF	x	$500.00	$5,457,500.00
Fire Station & Public Entry	12,742 SF	x	$550.00	$7,008,100.00
FS Parking at Garage (15 PS)	4,360 SF	x	$185.00	$806,600.00
FS WP @ 2nd Floor	15,927 SF	x	$30.00	$477,810.00
VH WP	7,997 SF	x	$30.00	$239,910.00
Parking Garage (76 PS)	59,467 SF	x	$185.00	$11,001,395.00
Building Support (Elevator Core)	1,115 SF	x	$300.00	$334,500.00
Building Support (Stair Core)	3,157 SF	x	$185.00	$584,045.00
Building Support (Public Entry PD/)	170 SF	x	$250.00	$42,500.00
Sally Port & Dedicated Elevator	923 SF	x	$300.00	$276,900.00
Building Support (FPL, Utility, Trash)	5,991 SF	x	$185.00	$1,108,335.00
Offsite, signal, etc.	(allowance)			$1,000,000.00
Arcade:	3,272 SF	x	$150.00	$490,800.00
Terrace:	859 SF	x	$250.00	$214,750.00
Sub-Total	113,210 SF			**$36,228,145.00**
Art in Public Places (AIPP)	1.5% of Const.Cost			$543,422.18
Estimated Const Cost:				**$36,771,567.18**
Escalation (estimate - 1 year)	5%			$1,838,578.36
Design Contingency Allowance	2.5%			$919,289.18
Estimated Const Cost /Allowances:				**$39,529,434.71**
Soft Cost (Estimate)				
Permit Fees	Allowance			$800,000.00
Impact Fees	Allowance			$450,000.00
FF&E Allowance (FS)	8,547 SF		$40.00	$341,880.00
FF&E Allowance (VH & PD)	25,285 SF		$40.00	$1,011,400.00
A/E Fees				$2,786,697.00
Sub-Total Soft Cost				**$5,389,977.00**
Total Project Cost				**$44,919,411.71**

Note: Estimated Construction Cost of $39,256,964 includes FGBC Gold Certification Premium of approximately 4% ($1,570,279.00)

BUILDING BUDGET

NORTH BAY VILLAGE HALL & FIRE STATION 27

Per 03.05.2024 Plans

(DEFERRED TENANT IMPROVEMENTS)

Program	Area (sf)		Unit Cost	Total Cost
Construction Cost (Estimate)				
Village Hall	14,370 SF	x	$300.00	$4,311,000.00
Police Department	10,915 SF	x	$300.00	$3,274,500.00
Fire Station & Public Entry	12,742 SF	x	**$550.00**	$7,008,100.00
FS Parking at Garage (15 PS)	4,360 SF	x	$185.00	$806,600.00
FS WP @ 2nd Floor	15,927 SF	x	$30.00	$477,810.00
VH WP	7,997 SF	x	$30.00	$239,910.00
Parking Garage (76 PS)	59,467 SF	x	$185.00	$11,001,395.00
Building Support (Elevator Core)	1,115 SF	x	$300.00	$334,500.00
Building Support (Stair Core)	3,157 SF	x	$185.00	$584,045.00
Building Support (Public Entry PD/)	170 SF	x	$250.00	$42,500.00
Sally Port & Dedicated Elevator	923 SF	x	$300.00	$276,900.00
Building Support (FPL, Utility, Trash)	5,991 SF	x	$185.00	$1,108,335.00
Offsite, signal, etc.	(allowance)			$1,000,000.00
Arcade:	3,272 SF	x	$150.00	$490,800.00
Terrace:	859 SF	x	$250.00	$214,750.00
Sub-Total	113,210 SF			**$31,171,145.00**
Art in Public Places (AIPP)	1.5% of TOTAL Const.Cost = $36,228,145			$543,422.18
Estimated Const Cost:				**$31,714,567.18**
Escalation (estimate - 1 year)	5%			$1,585,728.36
Design Contingency Allowance	2.5%			$792,864.18
Estimated Const Cost /Allowances:				**$34,093,159.72**
Soft Cost (Estimate)				
Permit Fees	Allowance			$800,000.00
Impact Fees	Allowance			$450,000.00
FF&E Allowance (FS)	8,547 SF		$40.00	$341,880.00
FF&E Allowance (VH & PD)	25,285 SF		$0.00	$0.00
A/E Fees				$2,786,697.00
Sub-Total Soft Cost				**$4,378,577.00**
Total Project Cost				**$38,471,736.72**

Note: The **Estimated Construction Cost/Allowances** includes FGBC Gold Certification Premium of approximately 4% ($1,570,279.00)

Legend:

Estimated cost adjustments based on deferred Tenant Improvements for Village Hall & Police Department interior FFE

North Bay Village
HEART OF THE BAY

April 15, 2024

North Bay Village Transfer of Development Rights Pool Tracker – Table 1

Village-Owned Property with MFR Development Rights	Area (square feet / acres)	Current Future Land Use Designation	Current Zoning	Zoned Residential Density	Allocated Development Rights @ 70 units/acre	Approved Transfers	Date Approved	Buyer	Transferred to	Development Rights Remaining	TDR Requests (in the pipeline, not approved)
HARBOR ISLAND											
Civic Park	32,169 / 0.738	Parks and Rec	GC	70 du/ac	**51.7**	10.2 [3]	12/12/23	S2 NBV, LLC	7913-7915 West Drive	**41.5**	37 units
Vogel Park	22,400 / 0.514	Parks and Rec	RM-70	70 du/ac	**35.9**	6.8 [1] 16.0 [2] 11.8 [3]	10/24/17 9/28/23 12/12/23	P&O Global Technologies 7940 NBV Partners, LLC S2 NBV, LLC	7918 West Drive 7938-7940 West Drive 7913-7915 West Drive	(27.8) [1] (11.8) **0**	N/A
Sakura	31,734 / 0.728	Commercial	T6-24MU	70 du/ac	**50.9**	None				**50.9**	
Total TDRs remaining/available in Harbor Island										**92.4**	
TREASURE ISLAND											
Galleon Street	48,000 / 1.10	Parks and Rec	RM-40	40 du/ac	**44.2**	None				**44.2**	
Total TDRs remaining/available in Treasure Island										**44.2**	
Total TDRs remaining/available in North Bay Village										**136.6**	

[1] Transfer approved prior to the elimination of development right allocations based on unit sizes (see Ordinance No. 2022-012). By Resolution 2017-093, the Village Commission approved the transfer of 6.8 development rights for 3-bdrm units to 7918 West Drive. Vogel Park area remaining for transfer of development rights calculations per prior regulations: 22,400 sq ft – 5,080 sq ft = 17,320 sq ft (equivalent to a maximum of **27.8** development rights).

[2] Approved via Resolution No. 2023-XX

[3] Approved via Resolution No. 2023-XX

North Bay Village
HEART OF THE BAY

April 15, 2024

Table 2

Applicant	Project	Address	TDR Request	Approval Date	Resolution No.	Transferred From
P&O Global Technologies	7918 West Drive	7918 West Drive | Harbor Island	6.8	10/24/2017	2017-093	Vogel Park
7940 NBV Partners, LLC	7940 West Drive	7938-7940 West Drive | Harbor Island	16	9/28/23	2023-XX	Vogel Park
S2 NBV, LLC	Marina View	7913-7915 West Drive | Harbor Island	22	12/12/23	2023-XX	Vogel Park (11.8) East Park (10.2)
7927/7931 East Drive Property Holdings, LLC and 7922 East Drive, LLC	Porto La Vie	7927-7931, (7923-7925) and 7922 East Drive | Harbor Island	37			East Park

ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: Discussion of a Potential November 2024 General Obligation Bond Question in Support of Parks and Island Walk Improvements and Park Land Acquisition - Village Manager Ralph Rosado, PhD, AICP

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A REFERENDUM REGARDING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY NORTH BAY VILLAGE IN AN AMOUNT NOT TO EXCEED $_____ FOR THE PURPOSE OF FINANCING IMPROVEMENTS AT VILLAGE PARKS AND THE ISLAND WALK AND FOR PARK LAND ACQUISITION; PROVIDING FOR PUBLICATION OF NOTICE OF SAID REFERENDUM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Village will be conducting an election on November 5, 2024. The Village Commission is able to add bond referendum questions to that ballot. Friday, July 26, 2024 is the deadline set by the Miami-Dade County Supervisor of Elections to submit proposed Charter amendments to be included on the November 5, 2024 election.

The Commission has determined that it is in the best interest of the Village to make improvements at Civic Park, other Village parks, and the Island Walk. In addition, the Commission also appreciates the value of acquiring land for the creation of new parks.

Toward that end, this item recommends consideration of a ballot question that supports additional funding, via the issuance of park bonds, to support the following types of parks, recreation, and open space initiatives:

1. Improvements to Civic Park. The proposed improvements include, but are not limited to: creating a walking/nature trail with nature signage, installing a splash pad, shaded structures, kayak launch, reconstructing the seawall with living shoreline, and adding mangroves. Approximately $3,475,000 is needed, as explained at bottom.*
2. Various improvements at other Village parks as they might emerge, including Vogel Park, Schonberger Park, TIES Park, and the Galleon Street Community Center. Having $1,000,000 available for such items is recommended.
3. Assistance with the creation of Island Walk segments, especially at legacy buildings not required to provide the Village with an easement for access to such segments. There are over two dozen legacy buildings where the Island Walk could be retrofitted over time. Having $2,000,000 available for such items is recommended.
4. Acquisition of land for creation of future Village parks. The Village already may purchase land – and ultimately use it for parks and recreation purposes - using Stormwater Bond Funds if the land can conceivably be used for stormwater-related improvements. But many parcels that are desirable for park purposes will not be eligible for stormwater-related improvements. Having $3,525,000, in order to round the total sum across all four categories, to $10,000,000 is recommended.

*Regarding Civic Park (item #1 above) specifically:

- The project's budget (for design, on-land permitting, waterfront permitting, and construction) is approximately $3.93 million.
- The Village has outside (i.e. a grant and a community contribution fee from the 7918 West Drive project) totaling $454,500, leaving a funding gap of $3,475,000. (The Village may apply for a FIND grant of approximately $1,000,000 in 2025, but those funds would not be in hand until 2025.)
- The Village has at its disposal (after payment of BEA Architects and other items) Parks Bonds totaling $2,667,007, with $2,067,000 allocated toward TIES Park and the Galleon Street project. This leaves **$600,000** that could be allocated toward Civic Park.
- The Village currently has the opportunity to negotiate with the Islander Club, to provide funds for their seawall project, in exchange for an easement and creation of their segment of the Island Walk. Doing so would ultimately allow for an Island Walk segment that includes the following properties:

1. 7918 West Drive
2. Vogel Park
3. Islander Club
4. Space01
5. 7938/7940 West Drive – the Pagani Project
6. Moda

Staff is requesting guidance from the Village Commission to potentially include a General Obligation bond question for Village Parks, Island Walk improvements, and park land acquisition. In addition, the staff is seeking approval from the Commission to allocate $600,000 from the Village's Parks Bond for negotiations with the Islander Club Condominium Board.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
As shown in the attached documents

PERSONNEL IMPACT
No additional staff is needed beyond current staff.

ATTACHMENTS
Resolution Park Referendum.doc

RESOLUTION NO. 2024-___

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CALLING FOR A REFERENDUM REGARDING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY NORTH BAY VILLAGE IN AN AMOUNT NOT TO EXCEED $_____ FOR THE PURPOSE OF FINANCING IMPROVEMENTS AT VILLAGE PARKS AND THE ISLAND WALK AND FOR PARK LAND ACQUISITION; PROVIDING FOR PUBLICATION OF NOTICE OF SAID REFERENDUM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Commission (the "Commission") has determined that it is in the best interest of the Village to provide improvements at Civic Park, other Village parks and the Island Walk; and

WHEREAS, the Commission appreciates the value of acquiring land for the creation of new parks; **WHEREAS**, the Commission wishes to seek approval of the electors for the issuance of general obligation bonds in an amount not to exceed $_____ for the purpose of financing (a) improvements at Civic Park, including but not limited to creating a walking/nature trail with nature signage, installing a splash pad, shaded structures, kayak launch, reconstructing the seawall with living shoreline, and mangroves, and (b) various improvements at other Village parks and the Island Walk and (c) park land acquisition (the "Project"); and

WHEREAS, the Constitution of the State of Florida, Article VII, Section 12, as well as Section 100.211, Florida Statutes, authorize and require a voter referendum for the approval of the issuance of general obligation bonds by a municipality; and

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

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

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

Section 2. Intent to Issue Bonds. Subject to a referendum provided for herein and pursuant to subsequent proceedings of the Village, the Village intends to authorize the issuance of general obligation bonds in an aggregate principal amount not exceeding $_____, issuable as tax-exempt and/or taxable bonds, in one or more series, maturing at such time or times not exceeding thirty (30) years from their date or dates of issuance and bearing interest at a rate or rates not exceeding the legal

maximum rate of interest, in each case as shall be determined by ordinance or resolution of the Village as required by the Village Charter and State law prior to the time of sale thereof (the "Bonds"). Such Bonds, if issued, shall pledge the full faith and credit of the Village and be payable from ad valorem taxes levied by the Village without limit as to rate or amount on all taxable property within the Village. The Bonds will be issued for the purpose of providing funds to finance the costs of the Project.

Section 3. Calling of Bond Referendum. The Commission does hereby call a bond referendum pursuant to Article VII, Section 12 of the Constitution of the State of Florida, and Florida Statutes Section 100.211, to be held on November 5, 2024, for the purpose of determining whether the qualified electors of the Village approve the issuance of the Bonds to finance the cost to the Village of the Project (the "Referendum"). In accordance with the Constitution and the laws of the State of Florida, all qualified electors of the Village shall be entitled and permitted to vote in the Referendum. The Referendum shall be held at the same polling places in the several precincts, respectively, in the Village as determined by the Supervisor of Elections of Miami-Dade County ("Supervisor"). The inspectors and clerks who shall conduct the Referendum ("Election Officials") shall be those selected and appointed by the Supervisor. The polling places for the Referendum shall be open from 7:00 a.m. to 7:00 p.m. on the same day.

Section 4. Ballot Question. The following bond referendum question shall be placed on the ballot:

Shall the Village issue general obligation bonds not exceeding $_____ in one or more series maturing not later than thirty years from their issuance dates, bearing interest not exceeding the maximum legal amount, payable from ad valorem taxes levied by the Village, to finance park land acquisition and improvements atCivic Park, including nature trail, splash pad, shaded structures, kayak launch, seawall/living shoreline, and mangroves; other Village parks; and the Island Walk?

_____ FOR BONDS

_____ AGAINST BONDS

Section 5. Form of Ballot. The form of ballot for the election is attached hereto as Exhibit "A".

Section 6. Village Clerk Responsibilities. The Village Clerk is hereby authorized and directed to deliver copies of the ballot set forth herein to the Supervisor for printing; to ascertain that the wording of the ballot is correctly printed thereon; and to ensure that any reprinting, if necessary, is ordered by the Supervisor, all within such time as is necessary to allow compliance with any mailing requirements imposed by law in connection with mail ballots and absentee ballots.

Section 7. Absentees Ballots. Absentee ballots containing the question set forth in Section 4 above shall be prepared for the use of absent, qualified electors entitled to cast such ballots in the Referendum in accordance with Chapter 101, Florida Statutes.

Section 8. Conduct Of Referendum. The Referendum shall be held and conducted in the manner prescribed by law for holding elections in the Village. The Election Officials at each polling place in the several precincts, respectively, shall prepare and file returns of such Referendum and deliver the same to the Miami-Dade County Canvassing Board for canvassing in the manner provided by applicable law. Said returns shall be certified to the Commission, which shall declare the results thereof and record the same in its minutes along with the number of qualified electors of the Village who voted at the Referendum on the question proposed and the number of votes cast for and against approval of the ballot question. The Commission shall certify the results of said Referendum to the Florida Department of State and/or other applicable entity in the manner provided by applicable law.

Section 9. Bond Authorization. If a majority of the votes cast by qualified electors of the Village at the Referendum approves the ballot question concerning the Project, the Village shall be authorized, but not obligated, to issue the Bonds in the manner provided herein. The Bonds, at a future date or dates, may be issued all at one time or in part from time to time as the Commission may in its discretion thereafter determine by subsequent ordinance or resolution in accordance with the Village Charter and State law.

Section 10. List of Qualified Electors. The Supervisor is hereby authorized and requested to make up and certify a list of the names of all qualified electors residing in the Village. A certified copy of such list shall be furnished to the Village Clerk and filed among the records of the Village.

Section 11. Publication of Notice. The Village Clerk shall cause a Notice of Referendum to be published in the *Miami Herald* or any other newspaper of general circulation within the Village, once in the fifth and third weeks prior to the week in which the Referendum is to be held, the first publication to be not less than 30 days prior to the date of such Referendum. The Village Clerk shall secure from the publisher of said newspaper an appropriate affidavit of proof that the Notice of Referendum has been duly published, and said affidavit shall be made a part of the record of the Village. The Notice of Referendum shall be substantially in the form attached hereto as Exhibit “B”. Copies of this Resolution are on file at the offices of the Village Clerk located at 1666 Kennedy Causeway, 3rd Floor, North Bay Village, Florida 33141, and are available for public inspection during regular business hours.

Section 12. Authority. The Village Attorney and Village Clerk are hereby authorized to make any such amendments to the ballot title and/or question based upon the rules, regulations, and policies of the Supervisor, and are hereby authorized to take all steps necessary to fulfill the intent of this Resolution.

Section 13. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained therein. This Resolution is adopted with the intent that the laws of the State shall govern its construction.

Section 14. Effective Date. This Resolution shall take effect immediately upon adoption.

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

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT "A"

BOND REFERENDUM FOR LAND ACQUSITION, IMPROVEMENTS AT CIVIC PARK, OTHER VILLAGE PARKS AND ISLAND WALK

Shall the Village issue general obligation bonds not exceeding $_____ in one or more series maturing not later than thirty years from their issuance dates, bearing interest not exceeding the maximum legal amount, payable from ad valorem taxes levied by the Village, to finance improvements at: Civic Park, including nature trail, splash pad, shaded structures, kayak launch, seawall/living shoreline, and mangroves; other Village parks; the Island Walk;and park land acquisition?

_____ FOR BONDS

_____ AGAINST BONDS

EXHIBIT "B"

NOTICE OF BOND REFERENDUM

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. 2024-_____ ADOPTED BY THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA (THE "VILLAGE") AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE VILLAGE ON TUESDAY, THE 5TH DAY OF NOVEMBER, 2024, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING BOND REFERENDUM SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE VILLAGE FOR APPROVAL OR REJECTION.

BOND REFERENDUM FOR LAND ACQUSITION, IMPROVEMENTS AT CIVIC PARK, OTHER VILLAGE PARKS AND ISLAND WALK

Shall the Village issue general obligation bonds not exceeding $_____ in one or more series maturing not later than thirty years from their issuance dates, bearing interest not exceeding the maximum legal amount, payable from ad valorem taxes levied by the Village, to finance: improvements at Civic Park, including nature trail, splash pad, shaded structures, kayak launch, seawall/living shoreline, and mangroves; other Village parks; the Island Walk;and park land acquisition?

_____ FOR BONDS

_____ AGAINST BONDS

The full text of Resolution No. 2024- __ is available at the offices of the Village Clerk located at 1666 Kennedy Causeway, 3rd Floor, North Bay Village, Florida 33141.

_____
Village Clerk

ITEM NO. 14.D

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Leo Cosio,

SPONSORED BY: Vice Mayor Richard Chervony

SUBJECT: Discussion on Naming a Village Asset in Honor of Harvey Ruvin - Sponsored by Vice Mayor Dr. Richard Chervony

---

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMMEMORATING FORMER NORTH BAY VILLAGE MAYOR AND MIAMI-DADE CLERK OF COURTS HARVEY RUVIN BY NAMING [INSERT NAME OF VILLAGE ASSET TO BE NAMED] TO BE DETERMINED] AS THE [INSERT NAME OF WHAT THE ASSET WILL BE CALLED, E.G., "THE HARVEY RUVIN KAYAK LAUNCH"]; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The staff is seeking further clarification from the Village Commission regarding the specific Village asset they intend to name in honor of the late Harvey Ruvin.

BACKGROUND AND ANALYSIS

The late Harvey Ruvin, who passed away in early 2023, dedicated several decades of service as the Miami-Dade County Clerk, following his tenure as the youngest Mayor in North Bay Village's history. The Village Commission and the Sustainability and Resilience Task Force have shown interest in naming one or more of the following in honor of Mayor Ruvin:

- educational programming
- the kayak launch or the overall marine facility (kayak launch and marine patrol dock) at Vogel Park
- Civic Park, considering the name "Civic Park" is commonly recognized as a temporary placeholder.

Attached are the minutes from the relevant meetings where these discussions took place. Staff is seeking further clarification from the Village Commission regarding the specific Village asset they intend to name in honor of the late Harvey Ru

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Naming Village Asset-Program for Harvey Ruvin.docx
Sunshine Meeting Minutes 021323.pdf
SRTF Meeting Minutes 112823.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMMEMORATING FORMER NORTH BAY VILLAGE MAYOR AND MIAMI-DADE CLERK OF COURTS HARVEY RUVIN BY NAMING [INSERT NAME OF VILLAGE ASSET TO BE NAMED] TO BE DETERMINED] AS THE [INSERT NAME OF WHAT THE ASSET WILL BE CALLED, E.G., "THE HARVEY RUVIN KAYAK LAUNCH"]; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Harvey Ruvin graduated with a Bachelor of Science in Industrial Engineering from the University of Florida in 1959; and

WHEREAS, in 1962, he received his Juris Doctor from the University of Miami School of Law; and

WHEREAS, Harvey Ruvin served in the United States Army; and

WHEREAS, Harvey Ruvin was first elected to public office in 1968 at the age of 30, serving as Mayor of North Bay Village; and

WHEREAS, in 1972, he was elected to the Metro Dade County Commission where he served as a Commissioner for twenty years focusing on environmental and technology issues; and

WHEREAS, in 1992, Harvey Ruvin was elected to the Office of the Miami-Dade County Clerk of the Courts and was subsequently re-elected five times; and

WHEREAS, with more than fifty years of community involvement, Harvey Ruvin performed a leadership role within scores of civic, cultural, environmental and charitable organizations; and

WHEREAS, Harvey Ruvin passed away on December 31, 2022; and

WHEREAS, the Village Commission desires to recognize the community contributions of Harvey Ruvin by naming the Village's **[INSERT NAME OF VILLAGE ASSET TO BE NAMED]** in honor of Harvey Ruvin and a Village program for students/kids that incorporates Biscayne Bay (the "Program"), with the details of the Program to be discussed by the Sustainability & Resiliency Task Force; and

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

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

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

Section 2. Commemoration. That the Village Commission hereby commemorates Harvey Ruvin by naming the **[INSERT NAME OF VILLAGE ASSET TO BE NAMED]** as the **[INSERT NAME OF WHAT IT WILL BE CALLED, E.G., "THE HARVEY RUVIN KAYAK LAUNCH"]** and a Village program for students/kids that incorporates Biscayne Bay in honor of Harvey Ruvin. That the Village Commission hereby directs the Village Manager and/or designee to install a plaque or appropriate signage to commemorate Harvey Ruvin and reflect the name of the **[INSERT NAME OF VILLAGE ASSET TO BE NAMED]** and the Program.

Section 3. assetImplementation. That the Village Manager and/or designee are authorized to take any and all action necessary to implement the purposes of this Resolution.

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

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

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

SUNSHINE MEETING MINUTES
1666 KENNEDY CAUSEWAY, THIRD FLOOR CONFERENCE ROOM
NORTH BAY VILLAGE, FL 33141
FEBRUARY 13, 2023 AT 12:01 P.M.

A public meeting was held on February 13, 2023, at North Bay Village, Village Hall 1666 Kennedy Causeway, third-floor conference room.

The meeting was called to order at 12:01 p.m. by Mayor Latham.

In attendance were the following:

- Mayor Brent Latham
- Vice Mayor Richard Chervony
- Commissioner Rachel Streitfeld

- Village Manager Ralph Rosado
- Village Clerk Alba L. Chang

A discussion was held amongst the parties in attendance regarding the naming options to honor Former Mayor Harvey Ruvin. The following options were discussed

- Dog Park on East Drive
- Community Center on Galleon Street
- Passive Park on Treasure Island residential area
- NBV Civic Hall Complex
- Commission Chambers at the new Village Hall
- Segment of a North Bay Village street
- Kayak Launch
- Create a North Bay Village program for kids/students with a focus on water and parks.

There was consensus to send the idea to name a NBV Kids program after Mr. Ruvin to the Sustainability & Resiliency Task Force for feedback on the details.

ACTION: The consensus was to name the following in honor of Former Mayor Harvey Ruvin:

1. Kayak Launch at Vogel Park
- Staff will create art or bus sculptures to be placed at the location.

2. A North Bay Village Program for students/kids that incorporated the Biscayne Bay.
- The details of the Program will be discussed by the Sustainability & Resiliency Task Force.

There being no further business to discuss the meeting was adjourned at 12:18 p.m.

Respectfully submitted,

Alba L. Chang
Village Clerk

NORTH BAY VILLAGE
SUSTAINABILITY AND RESILIENCE TASK FORCE
MEETING ON ZOOM
Tuesday, October 24, 2023 - 6:30pm

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1. **Meeting was called to order by at 6:34pm.**

Board Members Present:
Alisha Graham, Chair
David Doebler, Vice Chair
Julia Stutts, Secretary
Brenda Krebs

(Neil Krasner - Absent-Excused due to illness)

Village Staff Present
Commissioner Rachel Streitfeld
Marlon Lobban- Public Works Director

Guests and Members of Public

2. **Approval of Minutes:** October 24, 2023 meeting minutes -no changes, Julia made motion to approve, Brenda seconded. All approve.

3. **Old Business - Will be postponed till next month when Neil is back.**

4. **New Business - Creating educational programs in the honor of Harvey Ruvin.**
   - **a.** Comm. Streitfeld led discussion of how we can memorialize Harvey Ruvin here in NBV, since he was a mayor here and a long time force in Miami government.
   - **b.** Possible naming new civic park after him.
   - **c.** Possible naming "green educational programing" after him, as Harvey Ruvin was an early champion for our environment. Discussion of possibly creating field trips and educational programs at new Civic park as well.
     1. New Parks and Rec dept is rebranding all outdoor programs now offered. Soccer, Yoga, cheerleading.
     2. David mentions that Ruvin is important to honor because of environmental legacy and thinks naming a park is a tremendous honor for him.

3. Can we have educational signs, with link people can interact with. Give the space of Civic parks to NGO's that have an environmental cause. Comm Rachel wants Chris to research this.
4. Comm Streitfeld will look into how we can rename park after Ruvin, and look to other stake holders and see if we can fund more at the park. The park does need to be named, and his legacy should be honored here.
5. Discussion of how the park can be used in the future, how local Non-profits can use the space. Car wash next door is only drawback, as it is loud. Can use for future SRTF meetings there and invite locals.

d. Side discussion of PADL Kiosk at Vogel Park. Vendor of rental of paddle boards.

5. Old Business: Misc.

a. Alisha- Growing Oysters at Civic Park. Rachel mentions putting on hold till we break ground.
b. Alisha - seeing what's collected in our storm drains by collecting and storing at Alisha's home. Can we use videos? Rachel - Wants the public works department to take pics, but having trash dropped at Alisha's might not be allowed.
c. Dave - this is an opportunity to quantify how much we are keeping our of the Bay. Rachel suggest we reach out to Emilio Lopez.

6. Updates from Commissioner.

a. Town hall for Treasure Island roadway redesign.
b. Upcoming Commission Meeting on 12/12.
c. Watershed Advisory Board Meeting coming up.
d. "Impervious Ordinance" discussion - will be important.
e. Discussion of shutting down jet-ski rentals, *again*. How can we create a pathway for the county going forward?

7. Dave Doebler - Recycling not being done right. Coastal and Waste Connect (our local providers)

a. Effective messaging is necessary. Alisha sent info to Julie, not sure what's been done.
b. Recycle across America has good signage. Need better vinyl signs.
c. Miami Dade county needs to have better labels.
d. Go green Ecobins - being pushed to agenda next year. Village comm will have this discussion.
e. Rachel - its time to replace the Village's garbage receptacles. Would like to have the gas stations to have recycle stations.
f. Dave - do commercial bldgs have to use our vendors? Will find out who we can use. Rachel asks for Dave to get contract from Waste Connection to see how this company brings value to our Village.

8. New- Pirates alley project going forward since we got funding from ULI Urban Land Institute. The project will make the area good for all in community.

9. Rachel reviewed all that we did in last year. With more to come.

10. Next Meeting: December meeting (December 20, 2023)

11. Adjournment:

The motion to adjourn was made by: **David Doebler** and seconded by **Brenda Krebs.**

Meeting adjourned at: **8:20pm**

Prepared by Secretary: **Julia Stutts**
This 13th day of December, 2023.

ITEM NO. 14.E

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Vice Mayor Richard Chervony

SUBJECT: Discussion and Authorization Regarding Village's Ability to Obtain Ownership Rights of the Pedestal Generally Located in the Waterways between Harbor Island and Treasure Island - Sponsored by Vice Mayor Richard Chervony

---

RECOMMENDATION

Authorize the Village Attorney to take any and all action necessary, including but not limited to the filing of a court action, to secure the Village's rights in the pedestal/platform located in the waterway between Harbor Island and Treasure Island.

BACKGROUND AND ANALYSIS

Vice Mayor Chervony would like to request the Commission's support in authorizing the Village Attorney to take any and all action necessary, including but not limited to the filing of a court action, to secure the Village's rights in the pedestal/platform located in the waterway between Harbor Island and Treasure Island, as further reflected in the attached image. Ownership of the pedestal is unclear. If the Village obtains title to the pedestal, it could possibly be used as a location for public art (e.g. a sculpture).

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

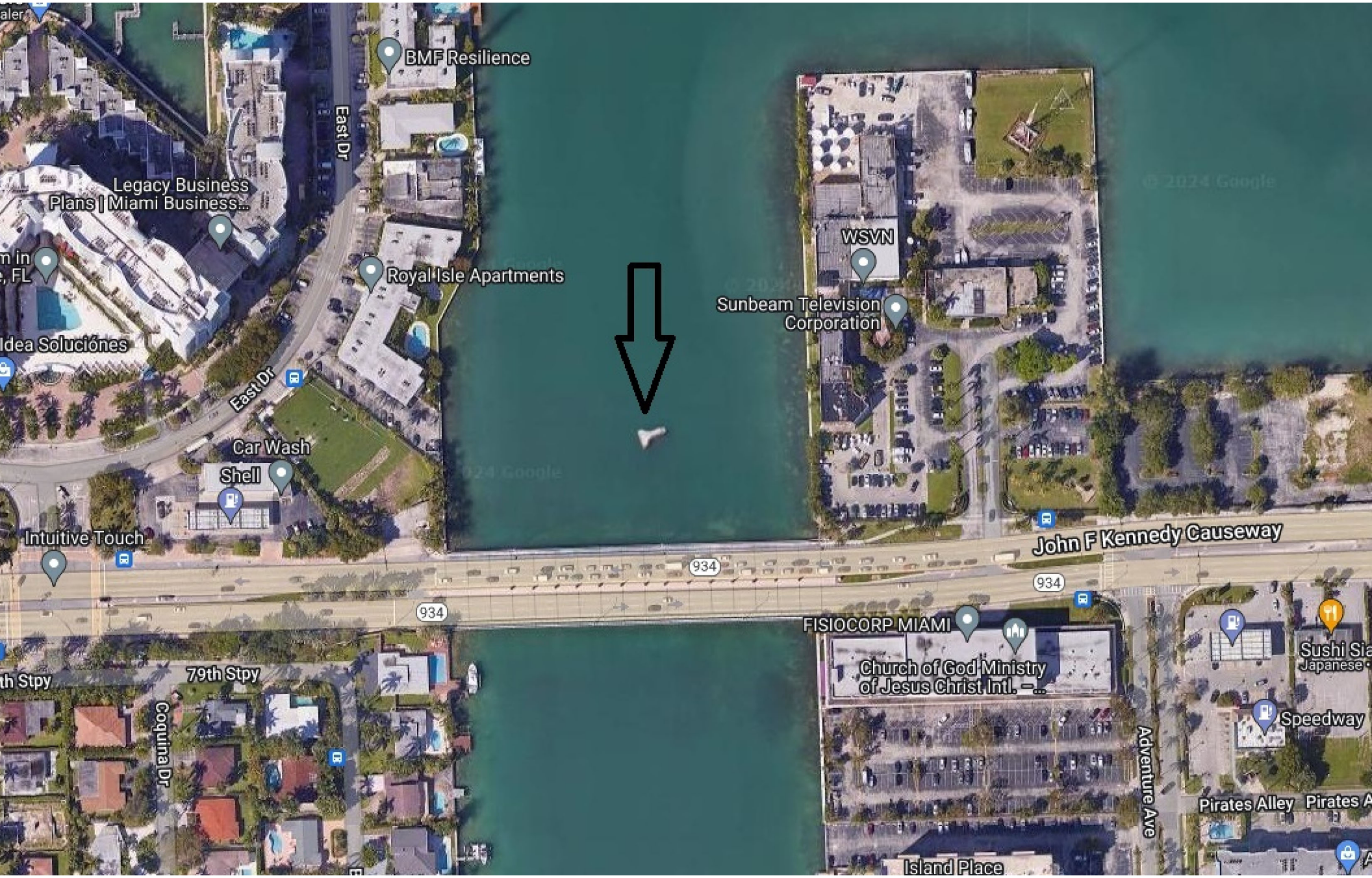
PERSONNEL IMPACT

None

ATTACHMENTS

Platform View -.pdf


Ariana Spa - Miami Beach
Biscaynse Sea Club
Normandy Shores Tennis
Harbor Island
West Dr
East Dr
International Inn on the Bay
Harbor Marina
360 Condominium in North Bay Village, FL
WSVN
Shuckers Waterfront Bar & Grill
Benihana
Shell
Osteria Del Teatro
79th St
Trucks Wednesdays Bay Village
Presidente Supermarket
Petralunga
Pirates Alley
Adventure Ave
N Treasure Dr
Treasure Island Elementary School
North Bay Island
Miami View Dr
Center Bay Dr
Coquina Dr
Beach View Dr
Treasure Island
Cutlass Ave
Mutiny Ave
Tanyaris beauty spa
Galleon St
Laurin Land
S Treasure Dr
Bay Terrace


BMF Resilience
East Dr
Legacy Business Plans | Miami Business...
Royal Isle Apartments
WSVN
Sunbeam Television Corporation
East Dr
Car Wash
Shell
Intuitive Touch
John F Kennedy Causeway
934
934
934
FISIOCORP MIAMI
Church of God Ministry of Jesus Christ Intl. –...
79th Stpy
Coquina Dr
Adventure Ave
Speedway
Pirates Alley
Island Place

ITEM NO. 14.F

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY: Comm. Goran Cuk

SUBJECT: Discussion of Potential Penalties for Late Payment of Development Agreement-Associated Fees - ***Sponsored by Commissioner Goran Cuk***

RECOMMENDATION

BACKGROUND AND ANALYSIS

The development agreements negotiated by Village Staff and Commission in relation to approved development projects are expected to yield millions of dollars in fees and contributions. But this is the case only if all fees are collected, including in a timely manner.

For compliance, the Village has certain tools at its disposal, including the cessation of plan review until all fees are paid, as well as the withholding of permits that would allow the projects to be built.

But the focus of this item is on potential financial penalties that can be initiated on those that pay late. If allowed by Commission, any sums due to the Village can be subject to the maximum interest allowed by law. Per FS687.02, the maximum Florida interest rate currently stands at 18%.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Potential revenue - to be determined

PERSONNEL IMPACT

NONE

ITEM NO. 14.G

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Brent Latham

SUBJECT: Discussion on the Cost of Living Adjustment (COLA) - ***Sponsored by Mayor Brent Latham***

RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Latham is requesting input from the Village Commission regarding the Cost of Living Adjustment (COLA) for non-union employees.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To be determined during the Budget Process

PERSONNEL IMPACT

To be determined

ITEM NO. 14.H

North Bay Village
Recommendation Memorandum

DATE: May 14, 2024

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: Discussion of Commission Goals for Village Manager - ***Sponsored by Mayor Brent Latham***

RECOMMENDATION

This item is a continuation of the discussion from the April Commission Meeting and entails discussion of two items:
- a proposed Corrective Action Plan, pursuant to further discussions with each Commission Member, and
- a list of goals to be tracked - and perhaps discussed - monthly through the September Village Commission Meeting.

BACKGROUND AND ANALYSIS

This item is being finalized and will be issued via addendum or distributed at the Commission Meeting.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To be determined

PERSONNEL IMPACT

None

DocuSign Envelope ID: 710C0676-9888-4825-8109-F0D5F52BB7F3

This instrument was prepared by:
Graham Penn, Esq.
Bercow Radell Fernandez Larkin
& Tapanes, PLLC
200 S. Biscayne Blvd., Ste. 300
Miami, FL 33131

(Space reserved for Clerk)

COVENANT RUNNING WITH THE LAND
IN LIEU OF UNITY OF TITLE

WHEREAS, the undersigned 7940 NBV Partners, LLC, a Florida limited liability company (the "**Owner**"), holds the fee simple title to the land in North Bay Village, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by a submitted attorney's opinion; and

WHEREAS, the Owner may wish to convey portions of the Property from time to time, this instrument is executed in order to assure that the phased development of the property with future multiple ownership, will not violate the North Bay Village Unified Land Development Code; and

WHEREAS, Owner desires to develop the Property for residential purposes and wants to assure North Bay Village (the "**Village**") that the integrity of the development (the "**Project**") will be built in accordance with (i) the site plan entitled, "7940 West Drive." prepared by Revuelta Architecture International, and dated last revised August 18, 2023; and (ii) the landscape plans entitled "7940 West Drive," prepared by LAND Design, and dated last revised September 6, 2023 (the "**Proffered Plans**"); and

WHEREAS, Owner may wish to convey portions of the Property from time to time, or may wish to develop the same in phases or stages, or may wish to offer the units as condominiums, and is executing this instrument to assure the Village that the development will not violate the Village's Unified Land Development Code when it is so developed;

NOW THEREFORE, in consideration of the premises, Owner hereby freely, voluntarily and without duress agrees as follows:

1. The foregoing recitals and exhibit(s) reference there are true and correct, and are incorporated as a part of this instrument.

2. This instrument on the part of the Owner shall constitute a covenant running with the land, and will be recorded at Owner's expense in the public records of Miami-Dade County, Florida. This instrument shall remain in full force and effect and be binding upon the heirs, successors, and assigns of the respective Owner until such time as the same is released in writing as hereinafter provided.

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3. The Property will be developed in substantial conformity with the Proffered Plans. No modification of the Proffered Plans shall be effective without the written consent of the Village Manger or the Manager's designee.

4. Each phase or stage shall of the Project shall be developed in substantial accordance with the plans identified above in paragraph 2.

5. Each phase or stage of the Project, when standing independently or in conjunction with existing, developed, contiguous phases or stages, shall meet all of the Village's land development regulations. This paragraph shall not be subject to a request for a variance or modification.

6. If the Property comes under ownership by multiple parties, each of the subsequent owners, mortgagees, heirs, assigns and other parties in interest shall be bound by the terms, provisions and conditions of this instrument.

7. To the extent necessary, Owner hereby reserves easements and hereby grants reciprocal cross-easements to the owners of each phase or stage of development, in and over the Property for utilities, water and sewer lines, common parking areas, streets, driveways, entrance and exits, *etc*., so that the integrity of the Project shall be maintained.

8. Owner shall provide for permanent and safe access for pedestrian and vehicular traffic within the Property (including within the Project), and particularly for right of access for fire, police, health, sanitation and other public service personnel vehicles.

9. Owner acknowledges and agrees that any of the Village's inspectors, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and investigating the use of the Property (including the Project) to determine whether or not the requirements of the building and land development regulations, and the conditions of this instrument are being complied with.

10. The provisions of this instrument shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for thirty (30) years after the date of such recordation, after which time they shall automatically be extended for successive periods of ten (10) years each, unless released.

11. The provisions of this instrument may be released, amended, or modified from time to time by recorded instrument by the then-Owner or Owners of the Property, with joinders by all mortgagees, if any, provided that the same is also approved by the Village Manager or the Village Manager's designee.

12. Enforcement shall be by action against any parties or persons violating or attempting to violate any of this instrument. The prevailing party in any action or suit

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arising out of or pertaining to this instrument shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may determine to be reasonable for the services of his attorney. This enforcement provision is in addition to any other remedy at law, in equity or both.

13. Invalidation of any one of provision of this instrument by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.

14. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither (i) be deemed to constitute an election of remedies; nor (ii) preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

15. The Owner acknowledges and agrees that, if the Owner violates this instrument, the Village is authorized to withhold, revoke or cancel any development orders, and may refuse to make any inspections or grant any approval until such time as the Owner comes into compliance with this instrument.

16. This instrument shall be recorded in the public records of Miami-Dade County at the Owner's expense.

[**Execution Pages Follow**]

DocuSign Envelope ID: 710C0676-9888-4825-8109-F0D5F52BB7F3

OWNER:

In the presence of:

DocuSigned by:
Allison Arias
1ECD36096F6145A...
Witness #1 Print Name: Allison Arias

DocuSigned by:
Andreina Espina
B31BB9408424C4A...
Witness #2 Print Name: Andreina Espina

7940 NBV Partners, LLC, a Florida limited liability company,

Mikael Hamaoui
By: DocuSigned by: 9E11A9497AD74CB...
Title: Manager
Dated this __ day of _____, 2024.

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this___ day of February, 2024, by Mikael Hamaoui, as Manager of 7940 NBV Partners, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____as identification and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: _____
Notary Public (Print, Stamp, or Type as Commissioned)

Section-Township-Range: 09-53-42
Folio Numbers: 23-3209-001-0400, 23-3209-001-0420,

DocuSign Envelope ID: 710C0676-9888-4825-8109-F0D5F52BB7F3

JOINDER BY MORTGAGEE CORPORATION

The undersigned **LV NORTH BAY, LLC,** a Florida Limited Liability Company, having its principle place of business at 175 SW 7 Street, Suite 2101 Miami Florida 33130, and Mortgagee under that certain Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement dated August 15, 2023, and recorded August 18, 2023 in Official Records Book 33843 at Page 1187 from **7940 NBV PARTNERS, LLC,** a Florida limited liability company, together with UCC filing recorded in Book 33843 at Page 1223 all in the Public Records of Miami-Dade County, Florida covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

Witnesses:

DocuSigned by:
Allison Arias
1ECD3609BF6145A...
Signature

Allison Arias
Print Name

DocuSigned by:
Andreina Espina
B31BB946942C4AA...
Signature

Andreina Espina
Print Name

LV North Bay, LLC
Name of Corporation
175 SW 7 Street, Suite 2101
Miami, FL 33130

By: DocuSigned by:
Camilo Nino
3FA39F226ED846C...

Camilo Nino, Managing Member of LV Lending, LLC, which is the Managing Member of LV North Bay, LLC

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of __ physical presence or _ online notarization this ____ day of _____, 2024, by Camilo Nino, Managing Member of LV Lending, LLC, which is the Managing Member of LV North Bay, LLC, a Florida Limited Liability Company, on behalf of such company, who is personally know to me or produced _____ as identification.

_____
Notary Stamp:
(Signature)

_____
(Print Name)

My Commission Expires: _____
Serial No., if any: _____

Section-Township-Range: 09-53-42
Folio Numbers: 23-3209-001-0400, 23-3209-001-0420,

DocuSign Envelope ID: 710C0676-9888-4825-8109-F0D5F52BB7F3

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

LOTS 38, 40, and 42, "HARBOR ISLAND," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Commonly known as 7938 and 7940 West Drive and identified for tax purposes by folio numbers 23-3209-001-0400 and 23-3209-001-0420.

Section-Township-Range: 09-53-42
Folio Numbers: 23-3209-001-0400, 23-3209-001-0420,

DocuSign Envelope ID: 5761C872-271B-43CB-A9F6-1A60413A6EF0

STATE-FUNDED GRANT AGREEMENT
(CIGP – Municipality Letting)

FPN: 448629-1-54-01	Fund: CIGP	FLAIR Category: 088572
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 87 - Miami Dade	Contract No:	Vendor No: F596000388001

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), Miami- Dade ("County"), and North Bay Village , ("Recipient"). The Department, the County, and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)

   The County by Resolution or other form of official authorization, a copy of which is attached in **Exhibit "D"**, **County Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

   The Recipient by Resolution or other form of official authorization, a copy of which is attached in **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Assignment to Recipient:** The Department is willing to provide the County with financial assistance for the Project (as defined below) in accordance with Section 339.2817, Florida Statutes.

   The Recipient is a municipality located in the County and is eligible to request funding from the County under Section 339.2817, Florida Statutes, and the County has accepted the Recipient's request for funding for the Project.

   The County assigns all of its interests and obligations under this Agreement to the Recipient.

   The Recipient assumes all interests and obligations of the County under the Agreement.

   The Department consents to the assignment of this Agreement to the Recipient; provided, however, the Department's consent to this transfer will not constitute a waiver of the general prohibition against assignment contained in the Agreement as to further assignments.

   The County represents, and Recipient accepts, that there are no claims or demands against the Department arising out of or related to the performance under the Agreement prior to the effective date hereof. The County agrees that

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it has not performed any work under this Agreement prior the Assignment and County waives and releases any and all claims, including but not limited to claims for contractual compensation.

3. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in NORTH BAY VILLAGE - KENNEDY CAUSEWAY COMPLETE STREETS PROJECT, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

4. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by all Parties and the Recipient shall complete the Project on or before June 27, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

   Execution of this Agreement by all Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

5. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

6. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

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d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

7. Project Cost:

a. The estimated cost of the Project is $ 414,020.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

b. The Department agrees to participate in the Project cost up to the maximum amount of $ 207,010.00 and, additionally the Department's participation in the Project shall not exceed 50 % of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

c. The Department's participation in eligible Project costs is subject to, but not limited to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

8. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by all parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F" – Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

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f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, **Alternative Advance Payment Financial Provisions** is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

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j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

9. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is

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required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

10. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

11. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

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ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any

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deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

12. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

13. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

14. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

15. Indemnification and Insurance:

a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this

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Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify, defend, and hold harmless the Department , including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Recipient's sovereign immunity, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. This indemnification shall survive the termination of this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify, defend, and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity. Nor shall the same be construed to constitute agreement by Recipient's contractor/subconsultant to indemnify the Recipient for the negligent acts or omissions of the Recipient, its officers, agents, or employees, or for the acts of third parties. Nor shall the same be construed to constitute agreement by Recipient's contractor/subconsultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. This indemnification shall survive the termination of this Agreement."

b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision

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of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

16. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

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g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

17. Exhibits.

a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☒ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 17.a. through 17.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O – Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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STATE-FUNDED GRANT AGREEMENT
(CIGP – Municipality Letting)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT North Bay Village

DocuSigned by:
By: Ralph Rosado
6503614676E4493...
Name: Ralph Rosado
Title: Village Manager
Date: 05/07/2024 | 9:39 AM PDT

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____
Date: _____

COUNTY Miami-Dade County

By: _____
Name: _____
Title: _____
Date: _____

Department Legal Review:

By: _____
Name: _____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 448629-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

North Bay Village (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.92 miles, BMP 1.530, EMP 2.448

PROJECT DESCRIPTION: . The project involves the following short term improvements:
Five (5) bus shelter structures, and yield to pedestrian signs at the 4 major intersections on 79th Street in the Village, emphasizing safety for pedestrians. -Intersection Improvements - coloring and restriping intersections to give clearer pedestrian pathways and bring awareness to all road users of the crossroads.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by - N\A
b) Design to be completed by: July 30, 2024.
c) Right-of-Way requirements identified and provided to the Department by: July 30, 2023.
d) Right-of-Way to be certified by: July 30, 2024.
e) Construction contract to be let by: Nov 12, 2024.
f) Construction to be completed by: June 27, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
North Bay Village 1666 KENNEDY CAUSEWAY SUITE 300 NORTH BAY VILLAG, FL 33141	448629-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2025**	Maximum Department Participation (CIGP)	$414,020.00	$207,010.00	$207,010.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$414,020.00 %	$207,010.00 %	$207,010.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$414,020.00	$207,010.00	$207,010.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Jessica Beck-Galindo, MPA
District Grant Manager Name

Signature Date

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EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and North Bay Village

PROJECT DESCRIPTION:NORTH BAY VILLAGE - KENNEDY CAUSEWAY COMPLETE STREETS PROJECT

FPID#: 448629-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $207,010.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

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EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Lazaro Mesa at Lazaro.Mesa@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

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g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

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p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from 9:00AM - 3:30PM Weekdays and Weekends; 9:00PM - 5:30AM Sunday - Thursday Nights; 11:00PM - 7:00AM Friday and Saturday Night, ( ), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Tish Burgher
Communications Manager
Florida Department of Transportation, District Six
1000 NW 111 Avenue, Room 6134
Miami, FL 33172
O: 305-470-5277
C: 305-796-0784
Tish.Burgher@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)