NORTH BAY VILLAGE
2ND REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

North Bay Village Commission will hold a public meeting on:
Thursday, September 28, 2023 at 6:30 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: 844 4526 6697 Passcode: 211503
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
2ND 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: 844 4526 6697 Passcode: 211503
Thursday, September 28, 2023
6:30 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.

ADDENDUM NO. 1 - Released September 25, 2023
(Items in *red* contain updated information)

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 and Unsung Hero Award to Denise O'Brien

A Proclamation and the quarterly Unsung Hero Award will be presented to long-time resident Denise O'Brien for her years of dedicated service to the Village. Ms. O'Brien has been the Chair of the Sustainability and Resilience Task Force and has led the charge on many Village initiatives.
UnsungHeroApplication.png

4. Approval of Commission Minutes

5. Open Forum

6. Advisory Board Minutes/Written Reports

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

10. Village Clerk's Report

11. Consent Agenda ***A. Staff Items***
B. Proclamations/Award/Village Key Requests

11.A. A Resolution Approving an Agreement with King's Wrecker Service, Inc. for Police Towing Services - Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH KING'S WRECKER SERVICE, INC. FOR TOWING AND STORAGE SERVICES UTILIZING A CONTRACT COMPETITIVELY BID BY THE CITY OF MIAMI GARDENS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Adopt the Resolution approving the agreement with King's Wrecker Service, Inc. utilizing the terms and conditions of the Miami Gardens contract and rates from Miami-Dade County.

Resolution Towing Services w Kings Wrecker Service Piggyback
.DOCX Agreement with King's Wrecker Towing and Storage Services
.DOCX Exh A to Agreement - Miami Gardens Towing and Storage Exh
B to Agreement - County Towing Rate Schedule

11.B. A Resolution Approving a Second Lease Addendum for the North Bay Village Police Department Administrative Offices, Located at Causeway Towers, 1666

Kennedy Causeway, Suite 401 - Village Manager Ralph Rosado, Ph.D., AICP (Deputy Chief of Police Samuel Bejar)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SECOND ADDENDUM TO THE LEASE AGREEMENT BETWEEN NORTH BAY VILLAGE AND CAUSEWAY TOWERS, LLC FOR USE OF ADDITIONAL OFFICE SPACE FOR POLICE ADMINISTRATION LOCATED AT 1666 KENNEDY CAUSEWAY, SUITE 401; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff recommends the approval of the addendum to lease agreement between Causeway Towers and North Bay Village providing for a lease extension through August 2026 and the option to renew for three additional one-year terms.

Resolution Approving Addenda for Lease adding ste. 401.DOCX

Exhibit A - Second Addenda for Lease - Adding Suite 401.DOC

Exhibit B Budget Amendment.pdf

11.C. A Resolution Approving an Amendment to the Memorandum of Understanding (MOU) for the Science, Technology, Engineering, Arts, and Mathematics (STEAM) Plus Grant Program for Treasure Island Elementary School Participants - Village Manager Ralph Rosado - (Deputy Village Manager/Human Resources Director Carla Maglio)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FOURTH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH AND NORTH BAY VILLAGE FOR THE ENHANCEMENT OF SCIENCE, TECHNOLOGY, ENGINEERING, ARTS, AND MATH PROGRAMMING AT TREASURE ISLAND ELEMENTARY SCHOOL; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission adopt the proposed resolution authorizing the Village Manager to enter into a fourth contract amendment for the STEAM Plus initiative program for the 2023-2024 School Year.

Resolution 4th Amendment to MOU for TIES STEAM .DOCX

Resolution Exhibit A - STEAM Plus 2023-2024 .pdf

11.D. A Resolution Supporting the National Flood Insurance Program Reauthorization (NFIP RE) Act of 2023 and Requesting Implementation of Key Provisions to Benefit Communities Vulnerable to Flooding - Sponsored by Commissioner Rachel Streitfeld

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY

VILLAGE, FLORIDA, URGING THE UNITED STATES CONGRESS TO APPROVE THE NATIONAL FLOOD INSURANCE PROGRAM REAUTHORIZATION (NFIP-RE) ACT OF 2023; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission adopt a resolution expressing support for the National Flood Insurance Program Reauthorization (NFIP RE) Act of 2023.

Proposed Resolution NFIP Final.docx

11.E. A Resolution Establishing the Village's 2024-2025 State Legislative Appropriation Requests - Village Manager Ralph Rosado, PhD, AICP (Chief of Staff Leo Cosio)

A RESOLUTION OF THE MAYOR AND THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING THE VILLAGE'S 2024-2025 STATE LEGISLATIVE APPROPRIATION REQUESTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve the accompanying State legislative funding priorities for the State of Florida FY 2024-2025 Session.
Resolution - State Legislative Appropriation Requests.docx

11.F. A Resolution Approving a Florida Department of Transportation (FDOT) Grant Contract for Sidewalk and ADA Improvements - Village Manager Ralph Rosado, PhD, AICP (Capital Improvements Manager Delroy Peters)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $776,000 FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR SIDEWALK AND ADA IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A FEDERALLY-FUNDED GRANT AGREEMENT WITH FDOT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a funding contract that allows the Village to be reimbursed by the Florida Department of Transportation (FDOT) for sidewalk and ADA improvements throughout the Village.

*** Capital Improvement Project**
Resolution Accepting FDOT Grant Agreement ADA Sidewalk DOCX
LAP Agreement.docx
Exhibit A-R2.docx
Exhibit B.pdf
Exhibit C.doc
Exhibit D.docx

Exhibit E.docx
Exhibit F.docx
Exhibit G.docx
Exhibit H.pdf
Exhibit I state.pdf
Exhibit J.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 cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.*

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

13.A. An Ordinance Amending the Unified Land Development Code (ULDC) Creating Section 8.10.2, "Payment in Satisfaction of Workforce Housing Requirements for Condominium Developments" (Privately-Initiated Amendment by 1755 JFK Owner LLC) - 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 THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (“ULDC”) TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: On September 12, 2023, the Commission voted 5-0 to move the alternate Staff ordinance (included as Attachment 5 to the Staff report) to second reading.

Staff Report Workforce Housing Commission 091223.pdf
Attachment 1_Letter of Intent and Application Form dated July 13, 2023.pdf
Attachment 2_Workforce Housing Payment in-lieu Ordinance (Exhibit B).docx
Attachment 3_ Miami-Dade County Implementing Order IO 3-60 (Exhibit C).pdf
Attachment 4_Ordinance No. 2022-013.pdf
Attachment_5 ALTERNATE Workforce Housing Payment in-lieu Ordinance (Staff recommendation).docx
Attachment _5A ALTERNATE 1A Workforce Housing Payment in-Lieu Ordinance - rev 9-23-23.docx
DBR 07.27.23 PZB.pdf
DBR Mtg. Notice 09.28.23 .pdf

13.B. An Ordinance to Consider Amendments to the High-Density Multifamily Residential (RM-70) Zoning District and Related Regulations - Village Manager Ralph Rosado, PhD, AICP (Village Planner Silvia E. Vargas, FAICP)

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) BY COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: On September 12, 2023, the Commission voted 5-0 to move forward the proposed ordinance for 2nd reading, requesting that Staff consolidated the ancillary nonresidential use allowances into a single subsection without distinction by building size.

Staff made two additional adjustments between 1st and 2nd reading to the proposed changes in Chapter 9, specifically:

1. Shift from a maximum parking standard to a recommended parking standard by unit size. This is based on additional research of latest practices in parking regulation.
2. Reintroduction of an exception for provision of compact spaces, adjusted with a reduced maximum of 10%. This is based to retain the ability to approve compact parking spaces where appropriate at a more limited rate.

Staff recommends adoption of the ordinance, including **Exhibits A, B and C** which reflect the latest changes.

Ordinance_2023-XX-_Amendments_to_the_RM-70_Zoning_District_and_Related_Regulations__Upd_Title_.docx Exhibit A_Chapter 3 Amendments (for 2nd reading_092823).docx Exhibit B_Chapter 8 Amendments (for 2nd reading 092823).docx Exhibit C_Chapter 9 Amendments (for 2nd reading 092823).docx Attachment 1_RM-70_Listening Session_Presentation (01172023).pdf Attachment 2_RM-70_Options Session_Presentation (03132023).pdf Attachment 3_RM-70_Review Session_Presesentation (03232023).pdf Attachment 4_Joint VC PZB Workshop (05172023).pdf Attachment 5_RM-70_HI_Current and Max Development_(UPDATE_03012023).pdf Attachment 6_Traffic Generation Analysis for Harbor Island (04062023).pdf Attachment 7_Evolution of Key Changes (Summary up to 1st reading)_090123.pdf DBR Meeting Notice 09.28.23.pdf

13.C. An Ordinance Amending the Zoning of Certain Parcels to "South Kennedy Special Area Plan" and Amending the ULDC to Create "Appendix B, South Kennedy Special Area Plan" - Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP, LEED AP)

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: At their July 27, 2023 meeting, the Planning and Zoning Board unanimously voted to recommend approval of the proposed code amendment and related rezoning to the Village Commission.

Attachment 1_SHOMA_Survey.pdf
Attachment 2_South Kennedy Special Area Plan Application.pdf
Attachment 3_Appendix B to Chapter 15, South Kennedy SAP (UPDATED VC).pdf Attachment 4_Proposed Site Plan and Arch Set.pdf Attachment 5_SHOMA BAY - SUN STUDY.pdf
Attachment 6_Amended North Bay Village Zoning Map.pdf
Attachment 7_Ord Rezoning to South Kennedy SAP and Amending_ULDC (VC).docx
Attachment 8_Proposed Cpt. 15 Text Amdts. (Appendix B_UPDATED PZB).docx

DBR 07.06.23 Publication.pdf
Staff Report_South Kennedy Special Area Plan_Shoma (VC_092823).pdf
DBR Meeting Notice 09.28.23.pdf

13.D. A Resolution To Consider a Site Plan Review Application for Mixed-Use Project at 1872 79th Street Causeway Submitted by Shoma North Bay Village - Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP, LEED AP)

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL)
MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: Approve with conditions as recommended by Planning and Zoning Board and Staff.
Staff Report_Shoma Site Plan Approval_VC_092823.pdf Attachment 1_Shoma NBV_Boundary and Topo Survey.pdf Attachment 2_Shoma NBV Reso No. 2021-046 (original approval).pdf Attachment 3a_Shoma NBV Site Plan Application_PZB_071323.pdf Attachment 3b_Shoma NBV Site Plan and Arch Plans.pdf Attachmnt 3c_Shoma NBV Engineering Plans.pdf Attachment 3d_Shoma NBV Landscape Plans.pdf
Attachment 3e_Shoma NBV__Green Building Program Compliance.pdf
Attachment_3f_Shoma_NBV_Traffic_Study_June_2023pdf Attachment 3g_Shoma NBV-Gravity Sewer Capacity Analysis-Final.pdf Attachment 4_Shoma NBV Site Plan_Comments and Responses_070323.pdf
Attachment 5 Resolution Shoma Site Plan 1872 79th St.DOCX
DBR Meeting Notice 09.28.23.pdf

13.E. A Resolution Approving a Development Agreement with Shoma North Bay Village, LLC Relating to the Proposed Mixed-Use Development Project for the Property Located at 1872 79th Street Causeway - Village Manager Ralph

Rosado, Ph.D., AICP

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution - DA w. Shoma 1872 79th St.DOCX

Shoma Development Agreement .DOCX

DBR Meeting Notice 09.28.23.pdf

13.F. A Resolution Regarding Variance Application Pursuant to Section 111.13 of the Village Code of Ordinances by Farina Contemporary Pizza Corp (DBA Petralunga) for 7601 East Treasure Drive #CU-21 - Village Manager Ralph Rosado, Ph.D., AICP, Village Planner Silvia E. Vargas, AICP

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: At their September 14, 2023 meeting, the Planning and Zoning Board voted unanimously to forward to the Village Commission a recommendation of approval with conditions as presented by Staff.

Attachment 1_Petralunga Variance Request Application.pdf

Attachment 2_Certificate of Condominium Ownership.pdf

Attachment 3_Future Land Use and Zoning of Subject Property.pdf

Attachment 4_ Special Purpose Radius Survey.pdf

Attachment 5_R-2000-05 7601 EAST TREASURE DR Variance.pdf

Attachment 6_Reso_Petralunga_7601_ETD_CU21 Variance .docx DBR Meeting Notice 09.28.23.pdf

13.G. A Resolution Relating to a Use Exception Pursuant to Section 8.11 of the Unified Land Development Code (ULDC) to Allow Village-Owned Property Located at 1851 Galleon Street to Be Developed for Community-Serving Facilities and as a Training Center for AFA - 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 / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: At their September 14, 2023 meeting, the Planning and Zoning Board voted 4-0 to forward to the Commission a recommendation of approval with conditions as presented by Staff.

Staff Report_AFA 1851 Galleon_Use Exception_VC_092823.pdf
Attachment 1_BOUNDARY SURVEY (EMS)pdf
Attachment 2_AFA Proposal and Conceptual Plans (Updated).pdf
Attachment_3_Reso_Use_Exception_Galleon Street (092823).docx
DBR Meeting Notice 09.28.23.pdf

13.H. A Resolution to Consider a Site Plan Approval Application for a Multifamily Residential Project to Be Located at 7938-7940 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 / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER 16 DENSITY RIGHTS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; 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; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND

PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: At the September 14, 2023 Planning and Zoning Board meeting, the Board voted 4-0 to forward to the Commission a recommendation of approval subject to conditions recommended by Staff. The approval of this item is contingent upon the granting of companion variances being requested by the Applicant per Sec. 7.3, as well as a compact parking exception per Sec. 9.3.E.5.

Staff Report_7940 West Dr Site Plan Approval_VC_092823.pdf
Attachment 1_7940 W Dr Site Plan LOI and Application.pdf
Attachment_2_7940_W_Dr_Architectural_Plans.pdf Attachement
3_7940 W. Dr Landscape Plans (Updated).pdf Attachment
4_7940 W Dr Civil Plans (Updated).pdf Attachment 5_7940 W
Dr_PHOTOMETRICS.pdf
Attachment 6_7940 W Dr_LEVEL OF SERVICE (LOS) ASSESSMENT.pdf
Attachment 7_7940 W Dr Traffic Impact Analysis_signed.pdf
Attachment 7a_7940 W Dr Response - Comments Maneuverability Analysis.pdf
Attachment 8_7940 W Dr_NBV_NGBS_and Green Building Program.pdf
Attachment_9_Reso_Site_Plan_7940_West_Drive_VC__092823_.docx DBR
Meeting Notice 09.28.23.pdf

13.I. A Resolution Considering a Request by 7940 NBV Partners, LLC for a Use Exception to Allow Compact Parking Spaces for a Project at 7938-7940 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/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: Recommend approval subject to conditions and contingent upon approval by the Village Commission of a companion variance request and Site Plan applications.
7940 W Drive_Use Exception_Staff Report_PZB
072723.pdf Attachment A_Boundary Survey.pdf
Attachment B_Letter of Intent (071823).pdf

Attachment C_Arch Plan Sheets A-103 to A-105 (071723).pdf
Attachment_D_Reso_Use_Exception_7940_West_Drive_VC_092823.docx
DBR Meeting Notice 09.28.23.pdf

13.J. A Resolution Considering a Request by 7940 NBV Partners, LLC for a Variance to Permit a Reduction of the Parking Requirement for a Project at 7938-7940 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 / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC CONCERNING PROPERTY LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC, TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: At their meeting of September 14, 2023, a motion by the Planning and Zoning Board to approve the request for a reduction of the required minimum parking requirement for multifamily residential uses according to Section 9.3.D. of the ULDC **failed** on a 2-2 vote.

It should be noted that, as presented, the accompanying Special Use Exception and Site Plan approval requests depend on the approval of this variance. The PZB, on the same date voted, to recommend both of those items for approval.

If the Commission does decide to approve the variance, Staff recommends that it be approved with conditions included in the Staff report and resolution (Attachment 4) attached to this item.

7940 W Drive_Variance Parking Req Reduction_Staff Report_VC_092823.pdf
Attachment 1_Boundary Survey.pdf
Attachment 2_Letter of Intent and Application Form.pdf
Attachment 3_Parking Req Impact Analysis.pdf
Attachment_4_Reso_Parking_Req_Reduction_7940_West_Drive_VC_092823.docx
DBR Meeting Notice 09.28.23.pdf

13.K. A Resolution Considering a Request by 7940 NBV Partners, LLC, for a Variance to Reduce the Minimum Aisle Width for a Project at 7938-7940 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 / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC CONCERNING PROPERTY LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: At their meeting of September 14, 2023, the Planning and Zoning Board voted 4 -0 to recommend approval of the request for a reduction of the required minimum aisle width according to Section 9.3.E. of the ULDC.

7940 W Drive_Variance Min Aisle Width_Staff Report_VC_092823.pdf
Attachment 1_Boundary Survey.pdf
Attachment 2_Letter of Intent and Application Form.pdf
Attachment 3_7940 NBV Maneuverability_memo.pdf
Attachment_4_Reso_Aisle_Width_7940_West_Drive_VC (092823).docx
DBR Meeting Notice 09.28.23.pdf

13.L. A Resolution Approving a Development Agreement with 7940 NBV Partners, LLC Relating to the Proposed Residential Development Project for the Property Located at 7938-7940 West Drive - Village Manager Ralph Rosado, Ph.D., AICP

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution DA - 7940 NBV Partners 7938-7940 West Drive.DOCX
DBR Meeting Notice 09.28.23.pdf
Attachment A - Development Agreement - 9-21-23.docx
EXHIBIT â€œCâ€ ILLUMINATED SIGNAGE FOR PUBLIC ACCESSWAYS TO THE ISLAND WALK

13.M. An Ordinance Authorizing the Issuance of a General Obligation Bond, Series 2023, for the Purpose of Financing the Costs of Stormwater and Related Roadway Improvements - Village Manager Ralph Rosado, PhD, AICP (Chief Financial Officer Angela Atkinson)

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $10,000,000 OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE,

FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance For Line of Credit v2.DOC
DBR Meeting Notice 09.28.23.pdf
Financing Timetable - GO Stormwater Line of Credit.pdf

14. Discussion/Action Items ***A. Unfinished Business***
B. New Business

14.A. A Resolution Authorizing the Issuance of General Obligation Bond not to Exceed $10,000,000 for the Purpose of Financing the Cost of Stormwater and Roadway Improvements; and Approve a Line of Credit Agreement - Village Manager Ralph Rosado, Ph.D., AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA NOT TO EXCEED $10,000,000 FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; AWARDING THE BOND TO FIRST HORIZON TE1, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "PURCHASER") TO PROVIDE THE FINANCING; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LINE OF CREDIT AGREEMENT WITH THE PURCHASER; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution for Stormwater GO Line of Credit with Exhibits A and B.pdf

14.B. Consideration and Appointment to Fulfill a Vacancy to the Community Enhancement Board - Village Clerk Alba L. Chang, CMC

Consider the appointment of Jacob Patrini to the Community Enhancement Board.

J. Petrini Cover Letter.pdf
Jacob Petrini Resume.pdf
Jacob Petrini Advisory Board App.pdf

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

NORTH BAY VILLAGE
EST. 1945

DATE: September 28, 2023

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

FROM: Julie Leonardi, Director of Communications

SPONSORED BY: Commissioner Rachel Streitfeld

SUBJECT: Presentation of a Proclamation and Unsung Hero Award to Denise O'Brien

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RECOMMENDATION

A Proclamation and the quarterly Unsung Hero Award will be presented to long-time resident Denise O'Brien for her years of dedicated service to the Village. Ms. O'Brien has been the Chair of the Sustainability and Resilience Task Force and has led the charge on many Village initiatives.

BACKGROUND AND ANALYSIS

The Village established the Unsung Hero Award program in 2023 to recognize persons who exemplify acts of good citizenship. Frequently persons volunteer in various ways to make North Bay Village a better place to live, work, and play and receive no acknowledgment for their work. The Village recognizes that the strength of a community is dependent upon a strong network of citizens who devote time and effort to improve the quality of life by helping others.

North Bay Village, Mayor, and Village Commission wish to present a Proclamation and the Unsung Hero Award to "Denise O'Brien", in recognition of her years of unwavering dedication to the Village. Ms. O'Brien has been an exemplary leader as the Chair of the Sustainability and Resilience Task Force, championing numerous Village initiatives with passion and commitment. Her outstanding service has left a mark on our community, and we are honored to celebrate her contributions through this well-deserved recognition.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$100

PERSONNEL IMPACT
NONE

ATTACHMENTS
UnsungHeroApplication.png

North Bay Village
HEART OF THE BAY

Sponsored by Commissioner Streitfeld

North Bay Village established the Unsung Hero Award program in 2023 to recognize persons who exemplify acts of good citizenship.

Frequently persons volunteer in various ways to make North Bay Village a better place to live, work, and play and receive no acknowledgment for their work. The city recognizes that the strength of a community is dependent upon a strong network of citizens who devote time and effort to improve the quality of life by helping others.

Nominations for the *Unsung Hero Award* are accepted throughout the year and reviewed by a staff-led board with a rotating elected official from the Dias on a quarterly basis. Elected officials may not receive the award. The North Bay Village Commission will publicly recognize the award recipient quarterly with an Unsung Hero Proclamation at an official Village Commission Meeting.

To nominate someone quarterly for the Unsung Hero Award, please use the following guidelines:

- **Humanitarian efforts**
- **Volunteerism & Community leadership**
- **Providing opportunities for youth**
- **Exemplifying good citizenship**

Volunteer work can be performed in

- **Schools, churches, homes**
- **Parks, public land**
- **Businesses, work place**

Nominee:	**Nominator:**
Address:	**Address:**
Phone:	**Phone:**
Email Address:	**Email Address:**

Explation of action/event deserving of recognition:

Please return with attention to the Village Clerk
villageclerk@nbvillage.com

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A Resolution Approving an Agreement with King's Wrecker Service, Inc. for Police Towing Services - *Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH KING'S WRECKER SERVICE, INC. FOR TOWING AND STORAGE SERVICES UTILIZING A CONTRACT COMPETITIVELY BID BY THE CITY OF MIAMI GARDENS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Adopt the Resolution approving the agreement with King's Wrecker Service, Inc. utilizing the terms and conditions of the Miami Gardens contract and rates from Miami-Dade County.

BACKGROUND AND ANALYSIS

The Village Staff respectfully requests the Village Commission's approval to facilitate the operations of the Village's Police Department for vehicle towing and storage services (the "Services").

In 2015, the Village issued Request for Proposal No. 2014-005 for the Services, which resulted in contracts with Junior's Tow and Storage, LLC and Downtown Towing Company for the performance of the Services on a rotational basis. In 2018, the Village issued Request for Proposal No. 2018-001 for the Services, which resulted in contracts with Junior's Tow and Storage, LLC and Midtown Towing for the performance of the Services on a rotational basis. Junior's Tow and Storage, LLC is no longer operating, and therefore, the Village's only current vendor for the Services is Midtown Towing, whose delivery of Services has not been consistent with the needs of the Police Department.

The proposed Services required by the Village have been competitively bid by the City of Miami Gardens, which issued Request for Qualifications No. 22-23-007 for the Services and competitively awarded a contract to King's Wrecker Service, Inc. pursuant to the RFQ, which contract is dated June 12, 2023.

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.

The Village will utilize the terms and conditions outlined in the Agreement established by the vendor and the City of Miami Gardens, except for the rates, which are imposed by the County Ordinance.

It is recommended that the Village Commission approve a piggyback agreement with Kings Wrecker Service Inc. for Police-related tow services.

Approval of this item will help improve Police Department operations, as such, it promotes the pillar of Efficiency.

Efficiency

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Towing Services w Kings Wrecker Service Piggyback .DOCX
Agreement with King's Wrecker Towing and Storage Services .DOCX
Exh A to Agreement - Miami Gardens Towing and Storage
Exh B to Agreement - County Towing Rate Schedule

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH KING'S WRECKER SERVICE, INC. FOR TOWING AND STORAGE SERVICES UTILIZING A CONTRACT COMPETITIVELY BID BY THE CITY OF MIAMI GARDENS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is in need of vehicle towing and storage services (the "Services") to facilitate the operations of the Village's Police Department; and

WHEREAS, the removal of improperly parked and disabled vehicles is a necessary tool for the Village's Police Department to properly manage traffic and parking throughout the Village; and

WHEREAS, in 2015, the Village issued Request for Proposal No. 2014-005 for the Services, which resulted in contracts with Junior's Tow and Storage, LLC and Downtown Towing Company for performance of the Services on a rotational basis; and

WHEREAS, in 2018, the Village issued Request for Proposal No. 2018-001 for the Services, which resulted in contracts with Junior's Tow and Storage, LLC and Midtown Towing for performance of the Services on a rotational basis; and

WHEREAS, Junior's Tow and Storage, LLC is no longer operating and therefore, the Village's only current vendor for the Services is Midtown Towing; and

WHEREAS, in order for the Police Department's needs to be better served, the Department recommends that a contract be entered into with a second towing operator; and

WHEREAS, the Services required by the Village have been competitively bid by the City of Miami Gardens, Florida ("Miami Gardens") which issued Request for Qualifications No. 22-23-007 (the "RFQ") for the Services and competitively awarded a contract to King's Wrecker Service, Inc. (the "Contractor") pursuant to the RFQ, which contract is dated June 12, 2023 (the "Miami Gardens 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," based on the terms of the City of Miami Gardens Contract, except for the rates, which are imposed by Miami-Dade County Ordinance (the "Agreement"), 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, 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 for the Project 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. 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 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 28th day of September, 2023.

_____
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

TOWING AND STORAGE SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

KING'S WRECKER SERVICE, INC.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____ _____, 2023 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **KING'S WRECKER SERVICE, INC.** (hereinafter, the "Company"). Collectively, the Village and the Company are referred to as "Parties."

WHEREAS, the Village desires certain vehicle towing and storage services to facilitate the operations of the Village's Police Department; and

WHEREAS, the City of Miami Gardens issued Request for Qualifications No. 22-23-007 on December 5, 2022 (the "RFQ") for Towing and Storage Services (the "Services") and competitively awarded a contract to Company pursuant to the RFQ, which contract is attached hereto as Exhibit "A" (the "Miami Gardens Contract"); and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Miami Gardens Contract in this Agreement, except for the rates, which are imposed by Miami-Dade County Ordinance, and as otherwise modified or amended herein; and

WHEREAS, the Village desires to engage the Company to perform the Services and provide the services as specified below.

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

1. **Incorporation of Contract.** The terms and conditions of the Miami Gardens 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 Miami Gardens 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 Miami Gardens 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 Miami Gardens Contract unless otherwise provided in this Agreement. All references to Miami Gardens 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 Article 2 of the Miami Gardens Contract.** Article 2 of the Miami Gardens Contract is hereby amended to include the following language at the end of Article 2:

Article 2 Scope of Work

[* * *]

C. Notwithstanding anything in this agreement to the contrary, the Services shall be provided in accordance with the towing regulations contained in Chapter 70 of the Village's Code of Ordinances and Chapter 30, Article 3, of the Miami-Dade County Code of Ordinances.

6. Amending Article 3 of the Miami Gardens Contract. Article 3 of the Miami Gardens Contract is hereby deleted in its entirety and replaced as follows:

Article 3 Qualifications Company's Responsibilities; Representations and Warranties

A. The Company shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Company 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 Company's Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Company shall at Company's sole expense, immediately correct its Services. Company acknowledges that due to the nature of this contract, that Company must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

B. The Company 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 Company of the Village. Company 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.

C. The Company 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 Company have been duly authorized, and this Agreement is binding on Company and enforceable against Company in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

D. The Company further represents that Company has:

(i) the necessary facilities, equipment, skills, personnel, and financial responsibility to furnish the work and services required under this Agreement;

(ii) a facility which serves as its base of operation, and a storage facility located within ten (10) miles of the Village; and

(iii) all the necessary licenses and permits required by the State of Florida and Miami-Dade County, as required to operate and provide the required services including, without limitation, a business tax receipt issued by the Village and any and all other applicable licenses and permits required.

7. Amending Article 4 of the Miami Gardens Contract. Article 4 of the Miami Gardens Contract is hereby deleted in its entirety and replaced as follows:

Article 4 Compensation and Method of Payment

A. The Company shall charge for vehicle towing and/or storage in accordance with the Miami-Dade County (the "County") schedule for Maximum Non-Consent Towing Rates, attached hereto as Exhibit B, as may be altered, revised, increased or decreased by the County from time to time ("Towing Rates Schedule").

B. The Company shall directly bill the vehicle owner/operator for towing and storage charges as may be applicable.

C. Pursuant to Florida Statute 166.04465 "Rules and ordinances relating to towing services," as may be updated from time to time, the Village is authorized to impose and collect a reasonable administrative fee or charge to cover the cost of enforcement, including parking enforcement, when the vehicle or vessel is towed from public property, not to exceed twenty five percent (25%) of the maximum tow rate. The Company shall impose and collect the administrative fees set forth in the County's Towing Rates Schedule and shall remit such fee or charge to the Village after it is collected.

D. Proceeding the initial month of service, the Company shall submit a monthly reconciliation report of services rendered during the previous month along with the Administrative Fee or Charge due by the 14th of the following month, and every month thereafter. All monthly payments shall be accompanied by reports to be submitted by the Company as per Article 5 of this Agreement, outlining the details of the tow including number of tows per class. No amounts for overhead or other expenses shall be deducted from payments to be made to the Village.

E. All payments shall be made monthly by the fourteenth (14) calendar day from the end of the previous month. All payments shall include sufficient supporting documentation and contain sufficient detail, to allow a proper audit of charges, should the Village require one to be performed. Payments should be submitted in accordance with the notice provisions herein.

8. Amending Article 11 of the Miami Gardens Contract. Article 11 of the Miami Gardens Contract is hereby deleted in its entirety and replaced as follows:

Article 11 Insurance

A. 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 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 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 Village as it deems necessary or prudent.

i. 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 Company. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

ii. 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, subCompany or agent of the Company 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, Company 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.

iii. 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.

iv. Garage Keepers Legal Liability Insurance on an occurrence basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury for vehicles while in the Company's care, custody and control with limits no less than $1,000,000 per occurrence, and $2,000,000 general aggregate.

B. **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 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 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.

C. **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 Company in performance of this Agreement. The Company'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 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.

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

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

9. Adding Article 30 of the Miami Gardens Contract. The Miami Gardens Contract is hereby amended by adding a new Article 30 as follows:

Article 30 Ownership and Access to records And Audits

A. 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).

B. 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.

C. 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.

D. 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.

E. 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.

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

G. 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.

H. **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.**

10. 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 supercede Article 17 of the Miami Gardens Contract.

11. 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:

A. First Priority: Base Agreement;
B. Second Priority: Miami Gardens Contract

[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, Suite 1200
Coral Gables, FL 33134
hsera@wsh-law.com (email)

KING'S WRECKER SERVICE, INC.

By: _____

Name: _____

Title: _____

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all Companys 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 subCompanys.

☐ **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 MIAMI GARDENS CONTRACT

EXHIBIT B
COPY OF MIAMI DADE COUNTY TOWING RATES SCHEDULE

CITY OF MIAMI GARDENS
TOWING AND STORAGE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 12TH day of JUNE, 2023, by and between the City of Miami Gardens, a Florida municipal corporation (hereinafter referred to as "City"), and King's Wrecker Service, Inc. authorized to do business in the State of Florida, (hereinafter referred to as "Company" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the City advertised a Request for Qualifications ("RFQ") on December 5, 2022 and

WHEREAS, Company submitted a Proposal on January 10, 2023 in response to the City's request, and

WHEREAS, at a meeting held on March 22, 2023 the City Council approved the award of the Company and agreed to enter into an Agreement with Company to perform the services described in the RFQ and Company's Proposal submitted in response to the RFQ ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Proposal Documents prepared by the City for Towing RFQ No. 22-23-007 (Exhibit 1).

(ii) Proposal for the City of Miami Gardens prepared by Company. (Exhibit 2).

(iii) Updated Specifications (Exhibit 3)

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

A. This Agreement
B. Exhibit 1
C. Exhibit 2
D. Exhibit 3

Article 2 Scope of Work

A. Company agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the special terms and conditions set forth in this agreement and Exhibits 1, 2, and 3.

B. Company represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the City: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described.

Article 3 Qualifications

Company and the individual executing this Agreement on behalf of the Company warrant to the City that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described. Company acknowledges that due to the nature of this contract, that Company must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Compensation and Method of Payment

A. The Company shall charge for vehicle towing and/or storage in accordance with the City of Miami Gardens schedule of rates for Towing Rates for Non-Consent Tows, as adjusted by City of Miami Gardens from time to time.
B. The company shall directly bill the vehicle owner/operator for towing and storage charges as may be applicable
C. Pursuant to Florida Statue 166.04465 Rules and ordinances relating to towing services, as updated, the Company shall impose and collect a twenty five percent (25%) Administrative Fee or Charge on the registered owner or other legally authorized person in control of a vehicle or vessel on behalf of the city.
D. Proceeding the initial month of service, the Company shall submit a monthly reconciliation report of services rendered during the previous month along with the Administrative Fee or Charge due by the fourteenth (14th) of the following month, and every month thereafter. All monthly payments shall be accompanied by reports to be submitted by the Company as per Article 5 of this Agreement, outlining the details of the tow including number of tows per class. No amounts for overhead or other expenses shall be deducted from payments to be made to the City.
E. All payments shall be made monthly by the fourteenth (14) calendar day from the end of the previous month. All payments shall include sufficient supporting documentation and contain sufficient detail, to allow a proper audit of charges, should the City require one to be performed. Payments should be submitted to Attn: Finance Department, 18605 NW 27th Avenue, Miami Gardens, FL 33056.

Article 5 Reports

A. The Company shall maintain during the term of this Agreement all books of accounts and records of gross revenues earned, hereinafter referred to as "Records." Records shall be in conformity with generally accepted accounting principles, and kept for such period of time thereafter as provided herein unless otherwise approved by the City. All such records shall be kept at all times within Miami-Dade County. The City Finance

Department, the external auditing firm of the City, and all appropriate State and Federal auditing personnel shall be permitted to audit and examine all such records relating to this Agreement, without limitation as to time or frequency. The Company shall be required to maintain such records for a minimum of three (3) years after termination of this Contract.

B. The Company shall, at its expense, within ninety (90) days of each anniversary of the execution of this Agreement, submit to the City an audited report, prepared and attested to by an Independent Certified Public Accountant, as to the correct gross amount receivable for the Company's operations under this Agreement. Said report shall be prepared in conformance with the American Institute of Certified Public Accountants' requirements for special reports. The first such report shall contain twelve (12) full calendar months of operation and any fraction of the first month. The last such report shall include the last day of operation.

If the Company fails to submit the annual report as required above, the Company will be given ten (10) days' opportunity to cure. After the time for an opportunity to cure has passed, the City may hire an Independent Certified Public Accountant to prepare the annual audit. The Company will be responsible for reimbursing the City for all costs incurred to complete said audit.

C. On or before the 14th day of each calendar month throughout the term of this Agreement or any extension thereof, the Company shall furnish to the City a report of gross billings, net billings and collections during the preceding calendar month. This report shall be in the form prescribed by the City and signed by the Company certifying the accuracy of such gross revenues. At a minimum, the report will contain the following information:

1) Monthly gross sales and billings

2) Percentage fee due to the City, when applicable

3) Year-to-date (Contract year) information for all of the above-mentioned items.

The parties may agree on changes to the reporting requirements, as may be reasonably necessary based on existing operations by the Company.

D. Prior to commencement of operations under this Agreement, the Company shall secure in writing from the City approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Company under this Agreement.

E. For the purposes of the administration of this Agreement, the following shall apply: The City Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the City may reasonably require regarding the administration of this Contract should be addressed to the City Manager.

F. The Company shall submit all payments and submit an original copy of all related financial reports required by this Article to the following, or to any other place as may be designated from time to time by the City to the attention of the City Manager.

Article 6 Acceptance of Services by the City

The Services shall be provided to the City in strict accordance with the specifications. If Services do not meet specifications, the Company shall pay all associated fees or costs collected to the City.

Article 7 Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of three (3) years or until terminated by the City as herein set forth. The City, at its sole discretion, has the option of renewing this Agreement for two (2) additional one (1) year period(s) not to exceed five (5) years on a year-to-year basis. Continuation of this Agreement beyond the initial three-year period is a prerogative of the City, and not a right of the Company. This prerogative will only be exercised when such continuation is clearly in the best interest of the City. Should the City exercise its option to renew, it shall be only for the Services (as defined within) agreed to in this Agreement.

Article 8 Audit and Inspection Rights

The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Company under this Agreement, audit, or cause to be audited, those books and records of Company which are related to Company's performance under this Agreement. Company agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

The City may, at reasonable times during the term hereof, inspect Company's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Company under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Company shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Miami-Dade County Code as same may be amended or supplemented, from time to time.

Article 9 Certificate of Competency

The Company shall, at all times of during this Agreement, hold a valid certificate of competency for Towing Services issued by the Federal, State, or County examining board qualifying said person, firm, corporation or joint venture to perform the work proposed. If a subcontractor(s) is employed, an applicable certificate of competency or license issued to the subcontractor(s) shall be submitted along with the Company's certificate prior to the starting of work; provided, however, that the City may, at its sole option and in its best interest, allow the Company to supply the certificate to the City during the first week of work.

Article 10 Indemnification

Company shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Company or its employees, agents, servants, partners, principals or subcontractors. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 11 Insurance

Company shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of One Million ($1,000,000.00) Dollars, per incident, for personal injury, and One Million ($1,000,000.00) Dollars, per incident, for property damage.

Company shall be required to provide and maintain, during the life of the Agreement, comprehensive automobile liability insurance coverage for bodily injury and property damage in the minimum amount of $1,000,000.00 or each occurrence and $1,000,000.00 combined single limit.

Company shall also be required to provide and maintain, during the life of the Agreement, garage keepers liability insurance coverage in the amount of $1,000,000.00 per occurrence, $2,000,000.00 aggregate.

Such liability policy of insurance shall designate the CITY as an additional insured and Company shall deliver a fully effective certificate to that effect, evidencing no less than thirty (30) day cancellation power.

Company shall also provide CITY with proof that Company has workers' compensation insurance in an amount, which satisfies the requirements of Florida Law, for any employee of the Company.

Company shall not commence work pursuant to this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

Article 12 Termination

The City may, for its convenience and without cause, terminate this Agreement by giving Company written notice at least thirty (30) days prior to the effective date of the termination. Upon written notice of the termination, Company shall provide only those services and incur only those expenses specifically approved or directed in writing by the City Manager.

The City may, terminate this Agreement for cause immediately, and shall provide notice as soon as possible to Company.

Company may terminate this Agreement by giving the City at least thirty (30) days prior to the effective date of termination.

In the event of termination or expiration of this Agreement, Company and City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Company to the City or to any other person or entity the City may designate, and to maintain during such period of transition that same services provide to the City pursuant to the terms of this Agreement.

Company will take all reasonable and necessary actions to transfer all records, etc. and data of the City in its possession in an orderly fashion to either the City or its designee in a hard copy and computer format.

If either party terminates this Agreement, the City shall only pay Company for the services provided through the date of termination.

Article 13 Modification/Amendment

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

No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 14 Severability

If any term or provision of this Agreement shall to any extent be held invalid, or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 15 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 16 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 construes as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Company of the same, or any other provision or the enforcement thereof. The City's consent to or approval of any act by Company

requiring the City's consent or approval shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 17 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

City:
Cameron Benson, City Manager
City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056

Company:
Farah Fernandez
King's Wrecker Service, Inc.
1529 NW 37 Street
Miami, FL 33142

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 18 Independent Contractor

Company is and shall remain an independent contractor and is not an employee or agent of the City. Services provided by Company shall be by employees of Company and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the City.

Company shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Company. The rights granted to Company hereunder are nonexclusive, and the City reserves the right to enter into agreements with other persons or firms to perform services including those hereunder.

Article 19 Assignment

This Agreement shall not be assignable by Company.

Article 20 Prohibition against Contingent Fees

Company warrants that it has no employees or retained any Company or person, other than a bona fide employee working solely for Company, 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 bond fide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 21 Attorneys Fees

Should any dispute arise hereunder, the City shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the City in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

Article 22 Non-Discrimination

Company agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, the Americans with the Disabilities Act of 1990, the Age Discrimination Act of 1975. Company will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status or status with regard to public assistance. Company will take affirmative action to insure that all employment practices are free from such discrimination.

Article 23 Conflict of Interest

Company agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.11, as amended, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 24 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 25 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 26 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 27 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties that the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 28 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 29 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

Proposer: KING'S WRECKER SERVICE

By: _____

Name: FARAH FERNANDEZ

Title: PRESIDENT

05/16/2023

Date

WITNESS:

_____

Corporate Secretary

NOTARY Public
EXP: 10/03/2024

Seal:

CITY OF MIAMI GARDENS

By: _____

City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

6/8/23

_____

Date

CITY OF MIAMI GARDENS
TOWING AND STORAGE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of June, 2023, by and between the City of Miami Gardens, a Florida municipal corporation (hereinafter referred to as "City"), and King's Wrecker Service, Inc. authorized to do business in the State of Florida, (hereinafter referred to as "Company" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the City advertised a Request for Qualifications ("RFQ") on December 5, 2022 and

WHEREAS, Company submitted a Proposal on January 10, 2023 in response to the City's request, and

WHEREAS, at a meeting held on March 22, 2023 the City Council approved the award of the Company and agreed to enter into an Agreement with Company to perform the services described in the RFQ and Company's Proposal submitted in response to the RFQ ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Proposal Documents prepared by the City for Towing RFQ No. 22-23-007 (Exhibit 1).

(ii) Proposal for the City of Miami Gardens prepared by Company. (Exhibit 2).

(iii) Updated Specifications (Exhibit 3)

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

A. This Agreement
B. Exhibit 1
C. Exhibit 2
D. Exhibit 3

Article 2 Scope of Work

A. Company agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the special terms and conditions set forth in this agreement and Exhibits 1, 2, and 3.

B. Company represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the City: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described.

Article 3 Qualifications

Company and the individual executing this Agreement on behalf of the Company warrant to the City that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described. Company acknowledges that due to the nature of this contract, that Company must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Compensation and Method of Payment

A. The Company shall charge for vehicle towing and/or storage in accordance with the City of Miami Gardens schedule of rates for Towing Rates for Non-Consent Tows, as adjusted by City of Miami Gardens from time to time.
B. The company shall directly bill the vehicle owner/operator for towing and storage charges as may be applicable
C. Pursuant to Florida Statue 166.04465 Rules and ordinances relating to towing services, as updated, the Company shall impose and collect a twenty five percent (25%) Administrative Fee or Charge on the registered owner or other legally authorized person in control of a vehicle or vessel on behalf of the city.
D. Proceeding the initial month of service, the Company shall submit a monthly reconciliation report of services rendered during the previous month along with the Administrative Fee or Charge due by the fourteenth (14th) of the following month, and every month thereafter. All monthly payments shall be accompanied by reports to be submitted by the Company as per Article 5 of this Agreement, outlining the details of the tow including number of tows per class. No amounts for overhead or other expenses shall be deducted from payments to be made to the City.
E. All payments shall be made monthly by the fourteenth (14) calendar day from the end of the previous month. All payments shall include sufficient supporting documentation and contain sufficient detail, to allow a proper audit of charges, should the City require one to be performed. Payments should be submitted to Attn: Finance Department, 18605 NW 27th Avenue, Miami Gardens, FL 33056.

Article 5 Reports

A. The Company shall maintain during the term of this Agreement all books of accounts and records of gross revenues earned, hereinafter referred to as "Records." Records shall be in conformity with generally accepted accounting principles, and kept for such period of time thereafter as provided herein unless otherwise approved by the City. All such records shall be kept at all times within Miami-Dade County. The City Finance

Department, the external auditing firm of the City, and all appropriate State and Federal auditing personnel shall be permitted to audit and examine all such records relating to this Agreement, without limitation as to time or frequency. The Company shall be required to maintain such records for a minimum of three (3) years after termination of this Contract.

B. The Company shall, at its expense, within ninety (90) days of each anniversary of the execution of this Agreement, submit to the City an audited report, prepared and attested to by an Independent Certified Public Accountant, as to the correct gross amount receivable for the Company's operations under this Agreement. Said report shall be prepared in conformance with the American Institute of Certified Public Accountants' requirements for special reports. The first such report shall contain twelve (12) full calendar months of operation and any fraction of the first month. The last such report shall include the last day of operation.

If the Company fails to submit the annual report as required above, the Company will be given ten (10) days' opportunity to cure. After the time for an opportunity to cure has passed, the City may hire an Independent Certified Public Accountant to prepare the annual audit. The Company will be responsible for reimbursing the City for all costs incurred to complete said audit.

C. On or before the 14th day of each calendar month throughout the term of this Agreement or any extension thereof, the Company shall furnish to the City a report of gross billings, net billings and collections during the preceding calendar month. This report shall be in the form prescribed by the City and signed by the Company certifying the accuracy of such gross revenues. At a minimum, the report will contain the following information:

1) Monthly gross sales and billings

2) Percentage fee due to the City, when applicable

3) Year-to-date (Contract year) information for all of the above-mentioned items.

The parties may agree on changes to the reporting requirements, as may be reasonably necessary based on existing operations by the Company.

D. Prior to commencement of operations under this Agreement, the Company shall secure in writing from the City approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Company under this Agreement.

E. For the purposes of the administration of this Agreement, the following shall apply: The City Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the City may reasonably require regarding the administration of this Contract should be addressed to the City Manager.

F. The Company shall submit all payments and submit an original copy of all related financial reports required by this Article to the following, or to any other place as may be designated from time to time by the City to the attention of the City Manager.

Article 6 Acceptance of Services by the City

The Services shall be provided to the City in strict accordance with the specifications. If Services do not meet specifications, the Company shall pay all associated fees or costs collected to the City.

Article 7 Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of three (3) years or until terminated by the City as herein set forth. The City, at its sole discretion, has the option of renewing this Agreement for two (2) additional one (1) year period(s) not to exceed five (5) years on a year-to-year basis. Continuation of this Agreement beyond the initial three-year period is a prerogative of the City, and not a right of the Company. This prerogative will only be exercised when such continuation is clearly in the best interest of the City. Should the City exercise its option to renew, it shall be only for the Services (as defined within) agreed to in this Agreement.

Article 8 Audit and Inspection Rights

The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Company under this Agreement, audit, or cause to be audited, those books and records of Company which are related to Company's performance under this Agreement. Company agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

The City may, at reasonable times during the term hereof, inspect Company's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Company under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Company shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Miami-Dade County Code as same may be amended or supplemented, from time to time.

Article 9 Certificate of Competency

The Company shall, at all times of during this Agreement, hold a valid certificate of competency for Towing Services issued by the Federal, State, or County examining board qualifying said person, firm, corporation or joint venture to perform the work proposed. If a subcontractor(s) is employed, an applicable certificate of competency or license issued to the subcontractor(s) shall be submitted along with the Company's certificate prior to the starting of work; provided, however, that the City may, at its sole option and in its best interest, allow the Company to supply the certificate to the City during the first week of work.

Article 10 Indemnification

Company shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Company or its employees, agents, servants, partners, principals or subcontractors. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 11 Insurance

Company shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of One Million ($1,000,000.00) Dollars, per incident, for personal injury, and One Million ($1,000,000.00) Dollars, per incident, for property damage.

Company shall be required to provide and maintain, during the life of the Agreement, comprehensive automobile liability insurance coverage for bodily injury and property damage in the minimum amount of $1,000,000.00 or each occurrence and $1,000,000.00 combined single limit.

Company shall also be required to provide and maintain, during the life of the Agreement, garage keepers liability insurance coverage in the amount of $1,000,000.00 per occurrence, $2,000,000.00 aggregate.

Such liability policy of insurance shall designate the CITY as an additional insured and Company shall deliver a fully effective certificate to that effect, evidencing no less than thirty (30) day cancellation power.

Company shall also provide CITY with proof that Company has workers' compensation insurance in an amount, which satisfies the requirements of Florida Law, for any employee of the Company.

Company shall not commence work pursuant to this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

Article 12 Termination

The City may, for its convenience and without cause, terminate this Agreement by giving Company written notice at least thirty (30) days prior to the effective date of the termination. Upon written notice of the termination, Company shall provide only those services and incur only those expenses specifically approved or directed in writing by the City Manager.

The City may, terminate this Agreement for cause immediately, and shall provide notice as soon as possible to Company.

Company may terminate this Agreement by giving the City at least thirty (30) days prior to the effective date of termination.

In the event of termination or expiration of this Agreement, Company and City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Company to the City or to any other person or entity the City may designate, and to maintain during such period of transition that same services provide to the City pursuant to the terms of this Agreement.

Company will take all reasonable and necessary actions to transfer all records, etc. and data of the City in its possession in an orderly fashion to either the City or its designee in a hard copy and computer format.

If either party terminates this Agreement, the City shall only pay Company for the services provided through the date of termination.

Article 13 Modification/Amendment

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

No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 14 Severability

If any term or provision of this Agreement shall to any extent be held invalid, or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 15 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 16 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 construes as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Company of the same, or any other provision or the enforcement thereof. The City's consent to or approval of any act by Company

requiring the City's consent or approval shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 17 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

City:
Cameron Benson, City Manager
City of Miami Gardens
18605 NW 27th Avenue
Miami Gardens, FL 33056

Company:
Farah Fernandez
King's Wrecker Service, Inc.
1529 NW 37 Street
Miami, FL 33142

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 18 Independent Contractor

Company is and shall remain an independent contractor and is not an employee or agent of the City. Services provided by Company shall be by employees of Company and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the City.

Company shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Company. The rights granted to Company hereunder are nonexclusive, and the City reserves the right to enter into agreements with other persons or firms to perform services including those hereunder.

Article 19 Assignment

This Agreement shall not be assignable by Company.

Article 20 Prohibition against Contingent Fees

Company warrants that it has no employees or retained any Company or person, other than a bona fide employee working solely for Company, 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 bond fide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 21 Attorneys Fees

Should any dispute arise hereunder, the City shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the City in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

Article 22 Non-Discrimination

Company agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, the Americans with the Disabilities Act of 1990, the Age Discrimination Act of 1975. Company will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status or status with regard to public assistance. Company will take affirmative action to insure that all employment practices are free from such discrimination.

Article 23 Conflict of Interest

Company agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.11, as amended, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 24 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 25 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 26 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 27 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties that the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 28 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 29 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

Proposer: King's Wrecker Service

By: _____

Name: FARAH Fernandez

Title: President

5/16/2023

Date

CITY OF MIAMI GARDENS

By: _____

City Manager

WITNESS:

_____

Corporate Secretary

NOTARY Public

EXP: 10/03/2024

ATTEST:

_____

City Clerk

Seal:

ROBERT J. WATERS
MY COMMISSION EXPIRES OCT 03, 2024
#HH046019
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

APPROVED AS TO FORM:

_____

City Attorney

6/8/23

Date

Exhibit 1

Solicitation RFQ No. 22-23-007

Citywide Towing and Storage Services

Bid Designation: Public

City of Miami Gardens

Bid RFQ No. 22-23-007
Citywide Towing and Storage Services

Bid Number	**RFQ No. 22-23-007**
Bid Title	**Citywide Towing and Storage Services**
Bid Start Date	**Dec 5, 2022 5:00:27 PM EST**
Bid End Date	**Jan 10, 2023 2:00:00 PM EST**
Question & Answer End Date	**Dec 28, 2022 5:00:00 PM EST**
Bid Contact	**Latora Francis** **Assistant Director of Procurement** **305-622-8000** **lfrancis@miamigardens-fl.gov**
Contract Duration	**3 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**150 days**
Bid Comments	**Notice is hereby given that The City of Miami Gardens (hereafter referred to as City) is requesting sealed electronic proposals to secure one or more Company(s) to provide towing and storage services.** **The purpose of this proposal is to establish a contract for the furnishing of all labor, equipment, materials, supplies and expertise for towing and storage services including, towing, storage and disposal of abandoned, unregistered and junked vehicles, trailers and boats at the request of the City's Police Department and/or Code Compliance. The City reserves the right to award this contract to multiple vendors, utilizing the vendors through a schedule that will be determined upon award and contract negotiation. The number of vendors to participate in this contract will be determined once the solicitation responses have been evaluated.**

Item Response Form

Item	**RFQ No. 22-23-007-01-01 - Upload Complete Bid Submittal**
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **City of Miami Gardens**
Miami Gardens Municipal Complex- City Hall
18605 NW 27th Avenue
Miami Gardens FL 33056
Qty 1

Description
Upload Complete Bid Submittal.

City of Miami Gardens

Rodney Harris
Mayor

Reggie Leon
Vice Mayor

Shannon Campbell
Council Member

Shannan Ighodaro
Council Member

Linda Julien
Council Member

Robert Stephens III
Council Member

Katrina Wilson
Council Member

Cameron D. Benson
City Manager

Mario Bataille, CMC
City Clerk

Sonja K. Dickens
City Attorney

ATTENTION

Dear Vendor:

I thank you for your interest in doing business with the City of Miami Gardens. We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions may result in rejection of your submittal. Any change(s) to this solicitation will be conveyed through the written addenda process. Notifications of addenda are sent electronically to vendors registered at the time the original solicitation was created. In addition, all addenda are posted on https://www.bidsync.com/.

Please read carefully and follow all instructions provided on the addendum, as well as the instructions provided in the original solicitation. It is solely the vendor's responsibility to routinely check the City's website at https://www.miamigardens-fl.gov/221/Procurement-Services and BidSync at https://www.bidsync.com/ for any changing information prior to their reply.

It is the intent of the Office of Procurement Management to provide quality services. If you have any questions, please visit our website or contact the agent of concern.

The staff of the City of Miami Gardens' Office of Procurement Management strives to provide service "while purchasing the best for less with the highest level of integrity."

I thank you in advance for your interest in the City of Miami Gardens.

Sincerely,

Cameron D. Benson
City Manager

Miami Gardens
All-America City
2020

City of Miami Gardens

Office of Procurement Management
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

REQUEST FOR QUALIFICATIONS (RFQ) NO. 22-23-007
TOWING AND STORAGE SERVICES

Notice is hereby given that The City of Miami Gardens (hereafter referred to as City) is requesting sealed electronic proposals to secure one or more Company(s) to provide towing and storage services.

PROPOSAL SUBMISSION
All proposals must be received by the City of Miami Gardens **ELECTRONICALLY DIRECTLY IN PERISCOPE (BIDSYNC)**, no later than **2:00 P.M. on January 10, 2023,** at which time proposals will be publicly opened and read aloud via Zoom meeting by Procurement Staff. All interested parties are invited to attend. Submittals received after this time will not be considered and no time extensions will be permitted. The Vendor is responsible for retaining a copy of all submittals for its own records. Paper, hand delivered, faxed or emailed proposals will be rejected. Solicitations will only be accepted electronically directly in Periscope (BidSync). Bids not submitted electronically will be rejected. Vendor shall not submit bids on its own form or any other form other than the City of Miami Gardens solicitation document. All solicitations are subject to the conditions specified herein. Solicitations which do not comply with these conditions are subject to rejection. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation.

Bid Opening for Request for Qualifications (RFQ) No. 22-23-007 Towing and Storage Services is scheduled to take place on January 10, 2023 at 2:00 PM online via Zoom Meeting.

Join Zoom Meeting Link:	**https://miamigardens.zoom.us/j/89628954540**
Meeting ID:	**896 2895 4540**
One Tap Mobile:	**+17866351003,,89628954540# US (Miami)**

Copies of this Proposal Document may be obtained by contacting Periscope (BidSync) at https://www.periscopeholdings.com/ or by calling toll free 1-800-990-9339 and requesting Document No. 22-23-007 or may be found on the City's web site at www.miamigardens-fl.gov . Vendors who obtain specifications and plans from other sources other than Periscope (BidSync) are cautioned that the packet for bid may be incomplete. All addendums, tabulation, evaluation meeting notices and recommendation of award will be posted and disseminated by Periscope (BidSync).

FOR INFORMATION
All inquiries concerning this solicitation or for additional information shall be submitted in writing directly in BidSync. **Deadline for submittal of questions regarding this solicitation shall be submitted in writing to Periscope (BidSync) no later than December 28, 2022 at 5:00 PM EST.** Responses to those questions will be answered directly in Periscope (BidSync).

City of Miami Gardens

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18605 NW 27th Avenue
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Questions considered material to the solicitation will be made available as an addenda in Periscope (BidSync). It is the responsibility of prospective Proposers to ensure they are aware of all addenda issued relative to this solicitation.

ACCEPTANCE AND REJECTIONS The City of Miami Gardens reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Bidder offering the greatest advantage to the City.

Please be advised that Pursuant to City Ordnance 2008-03-139 "Cone of Silence", public notice is hereby given that a Cone of Silence is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the RFQ until such time as the City Council or City Manager deliberates on the making of an award concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

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City of Miami Gardens

Office of Procurement Management
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

REQUEST FOR QUALIFICATIONS (RFQ) NO. 22-23-007
TOWING AND STORAGE SERVICES

1.0 PURPOSE

The purpose of this proposal is to establish a contract for the furnishing of all labor, equipment, materials, supplies and expertise for towing and storage services including, towing, storage and disposal of abandoned, unregistered and junked vehicles, trailers and boats at the request of the City's Police Department and/or Code Compliance.

2.0 BACKGROUND

The City of Miami Gardens was incorporated on May 13, 2003, as the 33rd city in Miami-Dade County. At a population of 105,457, it is the third largest city in Miami-Dade County (after Miami and Hialeah). The City is located in North-Central region of the county, mid-way between Fort Lauderdale and Miami, and is easily accessed by I-95, the Palmetto Expressway (SR 826) and the Florida Turnpike. The City comprises approximately 20 square miles.

3.0 SPECIFICATIONS/SCOPE OF SERVICES

See Attachment A

4.0 METHOD OF AWARD

Award of this contract shall be made to the responsive, responsible proposer whose proposal will be the most advantageous to the City of Miami Gardens, taking into consideration the evaluation factors set forth in Selection Criteria. At any time prior to award, the awarding authority may find that a proposer is not responsible to receive a particular award.

The City reserves the right to award to the proposer who will best serve the interests of the City, for the product/service that will best serve the needs of the City of Miami Gardens. The City may choose to award to multiple vendors.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City reserves the right to accept or reject any and/or all proposals and to award a contract based on the RFQ.

5.0 CONTRACT PERIOD

The City of Miami Gardens is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide towing and storage services, in accordance with terms, conditions, and specifications in this RFQ.

It is requested that the proposer quote fixed prices that will be guaranteed to the City of Miami Gardens for an initial period of three (3) years. The City of Miami Gardens reserves the right to exercise the option to renew annually (subject to the appropriation of funds), for two (2) three (3) year renewal periods. Contract renewal shall be based on satisfactory performance and

City of Miami Gardens

Office of Procurement Management
18605 NW 27th Avenue
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determination that the contract is in the best interest of the City. Annual renewals will be based on the successful proposer agreeing to the same terms and conditions and by filing written notice to the City not less than one hundred and twenty (120) days prior to renewal date of any adjustment in the contract amount. Contract renewal shall be the City's prerogative, not a right of the proposer. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

No price increase will be accepted during the initial contract period. Renewal terms allow for a request for an increase at the time of renewal based on proposer's cost increase not to exceed three percent (3%). A written notice sent to the City for approval of any increase prior to renewal accompanied by proposer's documentation to substantiate need for price increase. No more than one (1) price increase will be accepted during the renewal period. The proposer may make application for price adjustment to the renewal contract if the Consumer Price Index (C.P.I); U.S. Bureau of Labor Statistics; All Urban Consumers; U.S. City Average; that occurred between the newest C.P.I. publication available at time of request increases 5% or more during this period of the contract.

If during the contract period, the total C.P.I. decreases 5% or more, the proposer is required to extend to the City a price decrease equal in percentage to the percentage of the index. In the event the Contractor is unable to extend the contract for any subsequent period under the above conditions, or for whatever cause, advance written notice and explanation must be submitted to the Procurement Manager, no later than one hundred and twenty (120) days prior to the annual expiration date. Such notification is subject to the acceptance of the City, or the Contractor may be found to be in default.

The City may, after review, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving thirty (30) days' notice to the Contractor.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Purchasing. The extension period shall be in effect for ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

6.0 SOLICITATION SCHEDULE

The City will use the following date and time schedule for the RFQ process. The City reserves the right to change and or delay scheduled dates. Any changes to the schedule will be issued by addendum.

City of Miami Gardens

Office of Procurement Management
18605 NW 27th Avenue
Miami Gardens, FL 33056
(305) 622-8000 FAX (305) 474-1285

Solicitation Schedule Dates

RFQ Available	December 5, 2022
Last Date to Submit Questions 5:00 PM	December 28, 2022
Proposals Due 2:00 PM	January 10, 2023
Evaluation Committee Review Meeting	January 24, 2023
Oral Interviews (if requested)	TBD
Award Approval	February 2023

7.0 PRE-PROPOSAL MEETING – Not Applicable

8.0 SUBMISSION OF PROPOSAL

Incurred Expenses: The City is not responsible for any expenses which proposers may incur preparing and submitting proposals called for in the Solicitation

Interviews/Presentations: The City reserves the right to conduct personal interviews or required presentations on all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

Proposal Acknowledgement: By submitting a proposal, the proposer certifies that the proposer has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

Request for Additional Information: The proposer shall furnish such additional information as the City of Miami Gardens may reasonably require. This includes information which indicates financial resources as well as ability to provide the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Miami Gardens Police Department.

Acceptance/Rejection/Waiver of irregularities: The City reserves the right to reject any and all proposals with or without cause, and to waive minor irregularities in the procedure in its sole judgement, with or without cause. The City may waive minor informalities or irregularities in

City of Miami Gardens

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proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

Modification to Proposals: Proposers wishing to submit a modified or revised proposal may do so by resubmitting required documents prior to the Proposal due date and time. All proposals submitted shall be binding for one hundred twenty (120) calendar days following opening.

Proposal Withdrawal: Proposers may withdraw their proposals by notifying the City in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide receipt for the proposal. Proposals, once opened, become the property of the City and will not be returned to the Proposers.

Subcontractor - A subcontractor is a person or entity that has partnered with the Prime Entity for the performance of certain elements of the scope of work.

Joint Venture - A joint venture is a partnership combination of two or more parties that seek the development of a single enterprise or project for profit, sharing the risks associated with its development. The parties to the joint venture must be at least a combination of two natural persons or entities. Firms submitting as Joint Venture must provide the Joint Venture contractual agreement. Joint Ventures must submit the same required documents as the Prime to be evaluated and considered responsive.

9.0 CONDITIONS OF PROPOSALS

Late Proposals: Proposals received by the City after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.

Completeness: All information required by this RFQ must be supplied to constitute an acceptable proposal.

Public Opening: All proposals will be publicly opened at the time and place specified. Proposals may be reviewed by any person thirty (30) days after the opening or recommendation of award whichever occurs sooner.

Award Presentation: The City Manager will present to City Council for acceptance and final award, one or more of the proposals, or reject all proposals, within one hundred and twenty (120) calendar days from the date of opening of proposals.

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Executive Summary: Proposers may be required to provide at least eight (8) executive summary(s) for Council review. Summary will be requested after bid opening.

Oral Presentations: Proposers may be requested to provide oral presentations to staff and to City Council. Recommended company may be required to attend City Council meeting.

10.0 VENDOR PROTEST

Any actual or prospective Bidder, Proposer, Offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Code of Ordinances Section 2-756 in order to resolve disputed matters or complaints.

The Office of Procurement Management staff shall post a tabulation of the RFQ results with intended award recommendations. Posting shall be on Periscope (BidSync) for public viewing.

Any actual or prospective Bidder, Proposer, Offeror, or Contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to all responders to the solicitation within seventy-two (72) hours of the City's recommendation for award or the City's actual award whichever comes first. The written protest shall state all the particular grounds on which it is based and shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the solicitation and shall be accompanied by a cashier's check in the amount of $500.00 representing the filing fee, plus a cost bond in the amount of $2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The $2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail the City shall keep the bond. Any grounds not stated shall be deemed waived.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.
In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk.

The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

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11.0 RESPONSIVE CRITERIA

Definition of a Responsive Proposer: Responsive Proposer/Offeror is a contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the RFQ and all requirements, including all forms. Failure to submit the required documentation may render the proposal non-responsive.

12.0 RESPONSIBILITY CRITERIA

In accordance with the City of Miami Gardens Code of Ordinance, Sec. 2-759, Grounds for determination of non-responsibility may include, but are not limited to, the unreasonable failure of a bidder, proposer or offeror or to promptly supply information in connection with an inquiry with respect to non-responsibility.

13.0 NON-RESPONSIVE PROPOSALS

Proposals found to be non-responsive by the City shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A proposal may be found to be non-responsive by reasons including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures. All line items listed in the Price Proposal form must contain a proposed cost. Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act.

The City will not give consideration to tentative or qualified commitments in the proposals. For example, the City will not give consideration to phrases as "we may" or "we are considering" in the evaluation process for the reason that they do not indicate a definite commitment. Proposals will also be rejected if not received by the date and time specified as the due date for submission.

14.0 EVALUATION PROCESS

Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth below.

An Evaluation Committee (EC) will be established to review and evaluate all proposals submitted in response to this RFQ. The Evaluation Committee will be responsible for ranking and recommending the most qualified firms(s) to City Council for award. The process for this procurement may proceed in the following manner:

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The Office of Procurement Management delivers the RFQ submittals to agency staff for summarization for the Evaluation Committee members. The Evaluation Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFQ. The appropriate department will review the litigation history and the Finance Division will review the financial portion of the submittals. Staff will also identify any incomplete responses. The Director of Procurement will review the information and will provide a Procurement Directors Memo to the Evaluation Committee as to each firm's responsiveness and responsibility to the requirements of the RFQ. The final determination of responsiveness and responsibility rests solely on the decision of the Evaluation Committee.

PRESENTATION/INTERVIEWS RANKING

Prior to or following evaluation of the submitted materials, at dates and times to be announced, the City may request that all firms found to be both responsive and responsible based on the evaluation criteria or the top three (3) or more candidate firms that are both responsive and responsible with the highest score based on the evaluation criteria to make an oral presentation to the Evaluation Committee or City Council.

The presentation is to demonstrate experience and ability, understanding of the project, management approach and ability to work and coordinate within a team integration concept. If interviews are requested by the City, staff may provide a list of subject matter for the discussion and each firm will be given equal time to present but the question and answer time may vary.

Note: Interviewed Proposers shall provide the Evaluation Committee and non-voting City staff copies of its presentation at the time of the presentation. A copy of the presentation (hard copy, electronic copy via email or on a USB Flash Drive, or a combination of both) should be given to the Procurement Director at the meeting to retain in the Procurement Department files.

Upon completion of the oral presentation(s) by the shortlisted firms, the Evaluation Committee will perform a final scoring to determine the ranking order of the firms and recommendation for award. In such circumstances, the initial ranking and shortlisting of the Proposers shall be considered a preliminary ranking.

The City reserves the right to reject any and all proposals and to waive minor irregularities in the proposal. The City further reserves the right to seek new proposals when it is in the best interest of the City to do so.

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15.0 EVALUATION CRITERIA

Evaluation Criteria – Project Specific Criteria	Maximum Number of Points
Experience & Capability	35 Points
Past Performance, References & Work Load	30 Points
Size, Diversity, Condition & Location of fleet	20 Points
Local Company	10
Contribution to City of Miami Gardens School	5

16.0 PROPOSAL FORMAT REQUIREMENTS

With regard to the Evaluation Criteria, each firm has a continuing obligation to provide the City with any material changes to the information requested. The City reserves the right to obtain additional information from interested firms.

To assure consistency, proposals must conform to the following format. The electronic submittal should be submitted directly in BidSync in .pdf format. Each proposal should be submitted in the order presented below with tabs between the sections.

EVALUATION CRITERIA **If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture.**	**TAB NUMBER**
INTRODUCTION Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to provide the required services. State whether your organization is national, regional or local and indicate the Proposer's legal status (corporation, partnership etc.). Give the date proposer was organized and/or incorporated, and place of incorporation. State number of years in business. Disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address and identify the office location responsible for this project, and the number of professional staff personnel at the office.	**Tab 1**

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State the location of the office from which your work is to be performed. **Debarment Statement:** Has the proposer, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details.	
TABLE OF CONTENTS The table of contents should outline, in sequential order, the major sections of the Proposal as listed below, including all other relevant documents requested for submission. All pages of the Proposal, including the enclosures, should be clearly and consecutively numbered and correspond to the table of contents.	**Tab 2**
PROPOSER'S EXPERIENCE & CAPABILITY The Proposer shall describe the organization's qualifications and ability to provide the scope of services requested in this RFQ including relevant prior experience. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects. Please provide proof that the proposer has a minimum of five (5) years of experience. Provide proof of such experience as well as specific examples of similar contracts with other municipalities/government agencies. Explain the ability and experience of the field staff with specific attention to project related experience. Please provide a brief statement which explains why your proposal would be the most effective and beneficial to the City including any services provided by your firm that may not be offered by competitors (i.e. Victim Advocate programs or partnerships, etc.). Please provide sufficient detail to demonstrate competency in the following areas: **Customer Service Policies**: Provide customer service Policies **Driver Training and Accreditation** - Describe any significant or unique awards received or accomplishments in previous similar Projects	**Tab 3**

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Record Keeping: Provide record keeping procedures including customer billing and related financial administration. **License** Please provide your general towing wrecker service license as well as driver training and accreditation. **List of employees** to include number of tow truck drivers (full & part time), dispatchers, and administrative personnel. Include Organizational Chart.	
PAST PERFORMANCE, REFERENCES & WORK LOAD Describe proposer's experience and knowledge in delivering projects of comparable nature, scope, complexity and duration, for the past five (5) years. Include the following for each project. a) Name of company/organization b) Project name c) Project Location d) Project Budget e) Date of completion, (month, year) f) Company role and responsibility for the project. Proposer shall also provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the proposer's attention. Proposer should submit **A MINIMUM OF THREE (3) COMPLETED** Vendor Reference Forms **WITH ITS RESPONSE** by the solicitation's deadline. The City of Miami Gardens will verify references provided as part of the review process. **WORKLOAD** Provide a list of relevant contracts your company is currently committed to and/or that your company will be committed as of September 2022. The individual project details shall include: **Name of Contract Client, Brief Project Scope, Contract Budget, Contract Duration (Award Date – Expiration Date)**	**Tab 4**
SIZE, DIVERSITY, CONDITION & LOCATION OF FLEET Contractor must currently own or lease the tow/storage lot (i.e. the proposed Compound) to which vehicles will be towed pursuant to this solicitation. In order to submit a proposal, the Contractor must have a valid lease for the length of the initial contract period or own the property where the business and/or storage lot is located. A lease contingent on the award of this contract does not qualify as a valid lease agreement. Contractor must submit as part of their response a copy of the ownership or lease documents for the proposed tow/ storage lot. Inspection of each tow/ storage lot shall be performed by City personnel prior to the contract award. The site visits shall be scheduled after the solicitation has closed and the Evaluation Committee has been designated.	**Tab 5**

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Facilities: Please describe the location(s) of the storage facility and the number of staff personnel at the office, storage capabilities, provide documentation that your company has control of property being proposed. **Equipment:** Please provide a complete listing of equipment: indicate class, make, model, year, manufacturer and capability of vehicle(s) to provide the services required. Also indicate ownership. Please specify whether the vehicle is owned or leased by Contractor, or whether a certain vehicle would need to be obtained by Contractor pursuant to a subcontract or rental agreement. Please identify Contractor's proposed tow/ storage location(s) and storage capabilities, including but not limited to: 1. Whether the facility provides inside or outside storage. 2. Maximum amount of cars that can be stored inside and/or outside. 3. Security measures taken at each location to ensure proper protection of all motor vehicles (ex. Alarm system, gate, wall with barbed wire). 4. Documents evidencing ownership or lease of the property. 5. Contractor must submit detailed pictures of the facility/facilities, including but not limited to pictures of storage yard, towing vehicles, office spaces, etc.	
PREFERENCES If Proposer is seeking local company or subcontractor preference points pursuant to Sec. 2-758 – Local preference in Bidding of the City of Miami Gardens Code of Ordinances, firms must provide required documentation. If Proposer is seeking preference points for contribution to local City of Miami Gardens Miami Dade County Public school, pursuant to Sec. 2-785 of the City of Miami Gardens Code of Ordinances, firms must provide required documentation.	**Tab 6**
REQUESTED FORMS AND OTHER DOCUMENTS Provide Proposer's Required Attachments and Forms All Attachments/Forms and Affidavits required by this solicitation shall be fully executed by the Proposer and submitted with the proposal. Certifications, attach copies of all relevant certifications issued to the business entity or project manager. Any supplemental materials which might enhance the City's understanding of the Contractor and its capabilities and experience that has not already been included.	**Tab 7**

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LITIGATION The City will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last two (2) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.	

17.0 NEGOTIATION OF AWARD

If required, it is the City's intent to conduct the first negotiation meeting no later than thirty (30) days after City Council approval of the final ranking by the Committee. At least one of the representatives for the firm participating in negotiations with the City must be authorized to bind the firm. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm. This process shall continue until the City successfully negotiates a contract.

18.0 RIGHTS TO AUDIT

The Contractor may be subject to audit by federal, state and local agencies pursuant to this contract. The Contractor shall maintain adequate records to justify all charges, expenses and cost incurred in performing the services hereunder for at least three (3) years from the date of final payment. The City shall have access to such books, records, and documents for the purpose of inspection or audit during normal business hours at a place convenient and agreeable to the Contractor and the City.

19.0 NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to Contractor or his assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City.

20.0 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

All material submitted regarding this Proposal becomes the property of the City. Sealed bids, proposals, or replies received by the City pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies,

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whichever is earlier. Proposers should take special note of this as it relates to any proprietary information that might be included in their proposal. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this proposal and/or any resulting contract from same. Disqualification of a proposer does not eliminate this right.

To the extent required by law, CONTRACTOR shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection. This clause shall serve the duration of the Agreement. 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 18605 NORTHWEST 27TH AVENUE, MIAMI GARDENS, FLORIDA 33056.

PUBLIC RECORDS AND EXEMPTIONS

1. City of Miami Gardens is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all response submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.

2. Any Vendor that intends to assert any materials to be exempted from public disclosure under Chapter 119, Florida Statutes must submit the document(s) separately directly in BidSync, labeled "Name of Vendor, Attachment to Proposal Package, Solicitation No. # - Confidential Matter." The Vendor must identify the specific statute and subsection that authorizes the exemption from the Public Records law.

3. Failure to provide this information at the time of submittal and in the manner required above may result in a recommendation by the Procurement Director that the Vendor is nonresponsive.

4. Except for the materials submitted in compliance with the forgoing, any claim of confidentiality on materials that the Vendor asserts to be exempt and placed elsewhere in the submittal will be considered waived by the Vendor.

5. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to talk about the details of the confidential material(s) at the public Sunshine meeting."

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21.0 COPYRIGHTED MATERIALS

Copyrighted material will be accepted as part of a submittal only if accompanied by a waiver that will allow the City to make paper and electronic copies necessary for the use of City staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

22.0 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, 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/Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid/Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids/Proposals 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 my not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

23.0 NON-COLLUSION

By submitting this proposal, Proposer certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Proposal list(s).

24.0 PROHIBITION OF INTEREST

No contract will be awarded to a Proposing firm who has City elected officials, officers or employees affiliated with it, unless the Proposing firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and may result in removal from the vendor Proposal list(s).

25.0 ANTI-DISCRIMINATION

The Proposer certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

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26.0 EQUAL EMPLOYMENT OPPORTUNITY & AMERICANS WITH DISABILITIES ACT

Proposer shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Proposer shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Proposer shall take affirmative steps to ensure nondiscrimination in employment against disabled persons

27.0 UNLAWFUL HARASSMENT

Individuals representing the City of Miami Gardens, including vendors, contractors, sub-contractor and other entities conducting business must agree to and adhere to the City's Sexual harassment and Unlawful Harassment & Retaliation Policy.

28.0 TAXES

The City of Miami Gardens is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

29.0 PURCHASING CARD PROGRAM

The City has implemented a purchasing card program through Bank of America, using the VISA network. Contractors with purchasing card capability will receive payment from the VISA purchasing card in the same manner as other Visa purchases. Accordingly, respondents with present purchasing card capability shall have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. The City can only accept VISA; however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Proposal Form.

30.0 INDEMNIFICATION

Subject to the limitations of Section 768.28 Florida Statutes, PROPOSER shall protect, defend, indemnify, and hold harmless the CITY and its officials, officers, members, agents, representatives and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury to any property arising out of or in any way connected with the performance or nonperformance of any provision of this Agreement required of the PROPOSER, by or on behalf of the PROPOSER, or resulting from any violation by the PROPOSER or its employees of any statute law, ordinance, regulation or other legal requirement pertaining to a safe place of employment for workers, minimum hours and wages, and fair employment practices. However, nothing herein shall be deemed to indemnify CITY for any liability or claim arising solely out of the negligent performance of CITY. The City does hereby agree to indemnify and hold harmless PROPOSER, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of City's performance of this Agreement. This agreement is subject to the provisions of Section 768.28 Florida Statutes, such that the City shall not be held liable to pay a

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personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgments or portions thereof, which, when totaled with all other 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 solely as a result of the performance of this Agreement. However, nothing herein shall be deemed to indemnify PROPOSER from any liability or claim arising out of the negligent performance or failure of performance of PROPOSER or any unrelated third party. Nothing contained herein shall be deemed a waiver of sovereign immunity. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification.

31.0 APPLICABLE LAW AND VENUE

The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful Proposer and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees.

32.0 LOCAL PREFERENCE

In accordance with the City of Miami Gardens Code of Ordinances Sec. 16, regarding preference to local business, when evaluation percentages are used to evaluate, and when a non-local business is the highest ranked proposer, and the ranking of a local proposer is within 10% of the ranking, then the local proposer shall proceed to negotiate. When a local business's price is within 10% of the lowest non-local business in instances where a bid document is the solicitation instrument, then the local business can offer a best and final bid price, within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-local business.

33.0 HIRING OF CITY RESIDENTS

The City of Miami Gardens is seeking to use this service as a means to provide employment opportunities to city residents that are currently unemployed. Therefore, the City is asking that each vendor submit a list of the number of staffing needed to fulfill this contract and their proposed strategy to incorporate eligible Miami Gardens residents.

While this is not a mandatory requirement, it should be noted that vendors that submit staffing needs and a commitment to hiring unemployed city residents will receive preferred rating of their bid.

34.0 PREFERENCE MONETARY CONTRIBUTIONS TO LOCAL SCHOOLS

In accordance with the City of Miami Gardens Code of Ordinance regarding preference to businesses that make monetary contributions to local public schools, when evaluation percentages are used to evaluate, and when a non-contributing business is the highest ranked proposer, and the ranking of a contributing proposer is within 5% of the ranking, then the

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contributing proposer shall proceed to negotiate. When a contributing business's price is within 5% of the non-contributing business, then the contributing business can offer a best and final bid within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-contributing business. Lists of local schools and complete ordinance can be viewed on the City's web page www.miamigardens-fl.gov.

35.0 SOUTHEAST FL GOVERNMENTAL CO-OPERATIVE PURCHASING GROUP

The proposer understands and agrees if any of the governmental entities or municipalities who are members of the Southeast Florida Governmental Co-Op Purchasing Group may participate in the resulting contract with the same terms and conditions through the renewal periods.

Each governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the successful proposer and issue its own tax exemption certificate as required by the proposer.

36.0 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement.

37.0 MINORITY BUSINESS ENTERPRISES

The City of Miami Gardens encourages Minority Business Enterprises to participate in this solicitation. Ordinance 2011-01-243, establishes a program enabling the City to collect relevant data to determine if MBEs that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services.

The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Minority Businesses are used when possible. Affirmative steps shall include:

- Placing qualified minority businesses on solicitation lists;
- Assuring that minority businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority, women's businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation minority businesses;
- Using the services and assistance of the Minority Business Development Agency of the Department of Commerce.

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38.0 EMPLOYEE ELIGIBILITY VERIFICATION

Contractor shall execute and submit the affidavit as prescribed by the City, affirming that the Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall provide as part of their response the E-Verify affidavit to verify compliance with F.S. 448.095 requirements. To learn more about the program and enroll, please visit: https://www.e-verify.gov/

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ATTACHMENT A

REQUEST FOR QUALIFICATIONS (RFQ) NO. 22-23-007
TOWING AND STORAGE SERVICES

Detailed Scope of Work and Project Specifications:

2.1 PURPOSE:
The purpose of this proposal is to establish a contract for the furnishing of all labor, equipment, materials, supplies and expertise for towing and storage services including, towing, storage and disposal of abandoned, unregistered and junked vehicles, trailers and boats at the request of the City's Police Department and/or Code Compliance. The City reserves the right to award this contract to multiple vendors, utilizing the vendors through a schedule that will be determined upon award and contract negotiation. The number of vendors to participate in this contract will be determined once the solicitation responses have been evaluated.

2.2 STORAGE FACILITIES AND OWNER NOTIFICATION

A. The Company must have a facility located within ten (10) miles of the municipal boundaries of the City of Miami Gardens.

B. The Company shall have outside storage capacity for a minimum of 100 vehicles, properly spaced to provide access for removal or addition of vehicles. Must have a durable surface, properly drained to prevent standing water, and enclosed. Shrubbery, trees and lawns shall be maintained and junk tires and auto parts shall not be stored.

C. The Company shall have inside storage capacity for a minimum of seven (7) vehicles dedicated to the City of Miami Gardens and shall be properly spaced to provide access for removal or addition of vehicles. Shall have paved floor, i.e. concrete or asphalt, in a condition acceptable by the Inspection Team/Evaluation Committee, free of dirt, standing water, vegetation and/or articles inappropriate to or inconsistent with the operation of a towing service. It shall have a working area of 12'x12' per vehicle, with at least an 8' ceiling. Storage area shall have an outside window or ventilation system, and lighting sufficient to permit processing of vehicles. It must be located within the property of the Company's towing facility. Said structure shall provide complete protection from weather and unauthorized entry. Company shall have at least one bay with a lift capable of hoisting a vehicle six feet (6') off the floor with a ceiling height to accommodate the same.

D. All storage facilities shall be secured from unauthorized entry at all times. Inside storage facilities shall be open to the Miami Gardens Police Department for technical processing.

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E. The Company will be responsible for storage of such vehicles for the period prescribed by law, to keep them safe from damage, theft and property loss for this period.

F. Company shall be responsible for all thefts and damage to stored vehicles occurring while the vehicle is in its possession.

G. The Company shall have office facilities which shall be a permanent structure (no temporary trailers, mobile homes etc.) and which shall include but not limited to telephone, facsimile, e-mail, telephone and rest room facilities and work space (i.e. desk). Physical plant shall have name and mailing address on front of building. Plant shall be separate from any other business or enterprises. TWENTY-FOUR HOUR SERVICE FOR RELEASE OF TOWED VEHICLES SHALL BE AVAILABLE.

H. The office and storage areas shall be easily accessible to the general public.

I. Vehicles designated for outside storage shall be charged at the outside storage rate. If Contractor prefers to use inside storage, he shall not charge a higher rate than the outside storage rate. If inside storage is felt necessary by the Contractor, approval must be given by the impounding Officer or his/her supervisor.

2.3 EQUIPMENT REQUIREMENTS

The qualified Company shall provide and maintain and have available at all times a minimum of four (4) Class A wreckers and slide back carriers, (4 combined); one Class B wrecker; and one Class C wrecker. All vehicles must be owned or directly leased by the Company. A rental agreement of Class B or C wrecker when the Class B or C wrecker is required does not meet the qualifications of this proposal. All equipment shall be maintained in a state of readiness for response and be for the sole use of the Company.

A. CLASS "A" WRECKER:
*Commercially manufactured, 15,000 GVW minimum rated capacity
*Commercially manufactured, single boom or hydraulic lift with 4 tons minimum capacity
* 8,000 lb. crane power driven winch w/ 100' 3/8" steel core cable
*Universal tow sling with safety chains or wheel lifts
*One 3-ton snatch block
*Dolly equipped, 2000 lb. capacity
*Proper safety lights - Amber L.E.D., strobe, or rotating exterior mounted lights - 2 rear flood lights
*Slings and protective devices to prevent damage to towed vehicle
*Motorcycle sling
*2-way radio

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B. SLIDE BACK CAR CARRIER:
*Commercially manufactured, 26,000 lbs. GVW rated capacity, with minimum 102" C.A.
*Hydraulically powered winch pulling capacity of not less than 4-tons
* 12,000 lb. power driven winch w/ 100' 3/8" steel core cable
*100' 3/8" steel core cable
*Minimum 17' hydraulically operated slide back or tilt bed
*One 4-ton snatch block
*Tie down chains
*Proper safety lights – Amber L.E.D., strobe or rotating exterior mounted lights
*2-way radio

C. CLASS "B" WRECKER:
*Commercially manufactured, 26,000 lbs. GVW minimum rated capacity
*Commercially manufactured, hydraulic or boom capacity of not less than 16- tons independently or jointly when multiple booms are used
* Two 12,000 lb. power driven winches w/ 100' 7/16" steel core cable
*Two snatch blocks, each 8-ton capacity
*Tow sling with safety chains or tow bar
*Brake lock
*Proper safety lights – Amber L.E.D., strobe or rotating exterior mounted lights - 2 rear flood lights
*2-way radio

D. CLASS "C" WRECKER:
*Commercially manufactured, 35,000 lbs. GVW minimum rated capacity
*Commercially manufactured, hydraulic or booms with 25-ton total capacity
*Brake lock
*Tow bar
*Two snatch blocks, each 12-ton capacity
*Rear support jack or outriggers
*Proper safety lights – Amber L.E.D., strobe or rotating exterior mounted lights - 2 rear flood lights
*2-way radio

E. EQUIPMENT REQUIRED ON EACH VEHICLE
*Sand (50 lbs. minimum) or oil absorbent material
*Heavy duty broom
*Reflectors

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*Safety cones (2 minimum, day-glow orange with dual band 4" to 6" reflective bands, 3' high)
*Shovel
*Extra 2-ton capacity towing chain – 7 to 8' with hooks
* Jack and tire changing tools
*Axe
*Fire extinguisher – 5 lb. dry chemical U.L. approved
*First aid kit, minimum 16 units
* Jumper Cables
* Lock Out Tools

F. ADDITIONAL EQUIPMENT AND TOOLS:
*Any special equipment and tools necessary for the removal of abandoned vehicles in unusual locations.
*Portable cutting device
*Porto-power of 10-ton capacity

2.4 SERVICE REQUIREMENTS

A. Communications: The Company shall provide a 2-way radio communication system adequate to cover the City of Miami Gardens. The Communication System shall be between the Company's base station and all service trucks utilized in providing service. The Company shall notify the Police Department and Code Compliance Department of any additional telephone numbers, fax numbers, and/or changes. The phone system must include an automated ring down line to the Miami Gardens Police Department dispatcher with a power backup.

B. Protection of vehicles and property: The Company shall assume responsibility for any and all articles of value left in the impounded vehicles and abandoned vehicle and listed on the vehicle storage receipt. Company shall replace any such article upon verification of the loss by the designated investigative agency representing the City and/or Code Compliance Officer representing the City. Company may be required, by the impounding officer and/or Code Compliance Officer, to provide special weather protection, the impounding officer will note requirement on storage receipt.

The Company shall provide storage for all impounded vehicles in the outside storage areas unless specific written instructions are given for inside storage by the impounding officer. Specific written instructions for inside storage include any language indicated in the "Reason for Hold" block of the Vehicle Storage Receipt stating "Crime Scene Processing", "Fingerprinting," "Latents", "Lab Processing," or any other words detailing a need to store a vehicle inside. Once the necessary processing is completed and the

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hold is released, the Company may, at its option, keep the vehicle stored inside, however, only outside storage rates may be charged after the release of the hold.

C. Location Changes: The Company shall not change type of storage (inside or outside) without written permission from the Police Department. The Company shall not change facility location without written permission from the Police Department and/or Code Compliance Department.

D. Request for Service: All requests for service shall be made through the City of Miami Gardens Police Department and/or Code Compliance Department. The City reserves the right to cancel a request for service at any time, including up to the time of hookup. Hookup consists of complete mechanical connection. The Company shall not charge for a mere response to a service call. The City will strive to keep applicable towing requests for abandoned vehicles within the normal work week, however, the Code Compliance Department may, from time to time, require weekend towing service of abandoned property. The City will give Company prior notice of these times.

E. Response Time: The Company shall respond to requests for service from the Police Department within twenty (20) minutes of the call for service and within thirty (30) minutes of the call for service from the Code Compliance Department. On occasion the Code Compliance Department will operate a towing project in a specific geographic area; prior to the commencement of these projects the Department will provide the Company with a minimum of 24 hours' notice.

Company shall assess the call for service from the Police Department immediately, if unable to respond in twenty (20) minutes, Company shall call a subcontractor to respond to the City's call.

F. Subcontractors: Any and all subcontractors used to respond to service calls of the City of Miami Gardens are required to receive prior approval from the City of Miami Gardens for such sub-contract work. Each Subcontractor shall have a current and valid City of Miami Gardens towing permit. When a subcontractor is used, billing should be from the Company in accordance with the City's rate structure.

The Company is fully responsible to the City for the acts and omission of his subcontractors and of persons either directly or indirectly employed by said subcontractor. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the City.

Prior to any subcontractor's response to City calls for service, the Company shall obtain written approval of any subcontractors used within the terms of the contract, and shall

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submit for approval to the City's Procurement Director Certificates of Insurance. Subcontractors must maintain the types and limits of insurance as required of the Company.

G. Clean Up: Company's truck operators shall be responsible for removing glass and/or other debris from the street as a result of a traffic crash. The debris shall be placed in a suitable container, removed by the operator and disposed of in accordance with all applicable laws. No debris shall be left at curb-side. Brooms etc. to remove debris must be on towing vehicles at all times to ensure the area is sufficiently cleaned. If debris is left at the scene the Company will be required to return and remove debris within thirty (30) minutes from call at no expense to the City.

H. Wrecker Markings: The name of the Company, telephone number, address and vehicle fleet number shall be displayed on the driver and passenger side doors of the vehicle in commercially lettered characters at least three (3") inch high, contrasting colors, permanently affixed to the vehicle as required under Florida Statute 713.78(8). All vehicles shall display, in accordance with the Miami-Dade County Code a current decal issued by the Consumer Service Department (CSD) and a current decal issued by the City of Miami Gardens Code Compliance Department.

There shall be no literature or markings on any vehicles or building or correspondence that indicates or tends to indicate any official relationship between the Company and the City of Miami Gardens or any other governmental entity.

I. Attendant on Duty: The Company shall make available on a twenty-four (24) hour basis attendants and equipment for immediate response to calls for service from the MGPD. In addition, the Company shall have adequate personnel to staff the storage facility and office from 8:00 a.m. to 6:00 p.m., 7 days a week, for the purpose of releasing vehicles to owners. The Company shall provide on-call personnel to release vehicles between 6:00 p.m. to 8:00 a.m., at the request of the MGPD Communications Shift Supervisor, for emergency purposes only. On call personnel should be available to release vehicles within one (1) hour of the request for release. The Company shall provide a visible sign on the outside of their facility indicating the hours of operation.

J. Holidays: Notwithstanding the above requirements, three holidays will be recognized as days the Company can close and still charge for storage: Thanksgiving Day, Christmas Day, and New Year's Day. The Company that elects to close on these holidays shall provide access to vehicle owners that attempt to claim their vehicles. A sign shall be posted outside selected business with a telephone number, to reach the Company to respond and release vehicles to owners, during what would have been regular business hours on these holidays.

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K. Impounding Vehicles: The Company shall impound such vehicles as requested by the police officer on duty at the scene. The police officer on duty shall have sole authority to determine when a vehicle should be impounded and the tow truck operator shall abide by the decision of the police officer.

The police officer/code official on duty at the scene is responsible for obtaining the information required on the Vehicle Tow/Storage Receipt. The wrecker driver shall not remove a vehicle from the scene without a copy of the Vehicle Tow/Storage Receipt, unless the removal is at the owner's request.

L. Owner Notification: The Company shall be responsible for notifying the registered owner or agent of the location of the vehicle within forty-eight (48) hours of impoundment, by certified mail, if the owner's identity has been supplied on the Vehicle Storage Receipt, and the selected company shall notify the registered owner or agent as soon thereafter as the information is received in accordance with F.S. 713. The Company shall maintain a log at their place of business listing date, time, and method of notification.

2.5 REPORTS

In addition to the Vehicle Storage Receipt, written by Miami Gardens Police Department or Code Compliance Personnel at the scene, the Company shall be responsible for preparing and maintaining at the place of business:

A. A daily log of all calls for service by the Miami Gardens Police Department will be kept listing date, time of request and time of arrival on scene, and method of notification. This log and two copies will be submitted to the Police Department once each month on the first Monday of the month.

B. A log and two copies of all unclaimed vehicles over thirty (30) days will be submitted to the Police Department once each month on the 10th of each month. A log of all vehicles with "HOLD" for over seven (7) days will be submitted also on a weekly basis.

C. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle, as in accordance with State of Florida Statues 713, EXCEPT THAT NOTIFICATION MUST BE MAILED, BY CERTIFIED MAIL, TO REGISTERED OWNER WITHIN 48 HOURS OF PICK-UP OF VEHICLE. The owner shall not be charged for storage for any days between 48 hours and the actual time of mailing of notification.

D. Vehicles stored for the City shall be marked in a conspicuous location with a yellow grease pencil MGPD case number, or MGCE case number, date towed, and inventory number. A report submitted on the 10th of each month shall contain the VIN number,

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Tag number, year, make and if holds have been placed on the vehicle, showing when and how it was released, destroyed, or still being held.

E. Company shall copy the Police Department on any correspondence with the vehicle owner at the same time correspondence is sent to vehicle owner but not later than next calendar day.

F. If Company fails to submit any of the above reports/logs/copies in the time stipulated above, then the Company will be in default of the contract. The City reserves the right to cancel the contract for default with thirty (30) day notice.

2.6 SEIZED VEHICLES & INVESTIGATION

Vehicles seized for investigative purposes pursuant to Miami Gardens Police Department instructions shall be stored at no charge until the Police Department either notifies the Company to tow the vehicle to a City location or instruct the Company to charge the owner of the vehicle for towing and storage in accordance with the rate structure.

2.7 VEHICLE RELEASE

A. Company shall directly release any vehicles which have not been marked "HOLD", providing the proper proof of identification and ownership is presented. Any vehicles towed which have been marked "HOLD" may not be released without written authorization from the Miami Gardens Police Department supervisor assigned to the holding unit where applicable.

Proper proof of identification and ownership shall consist of sufficient identification of the person whose name appears on the title or registration certification as the registered owner of the vehicle or to the authorized agent of such person.

B. Any vehicles impounded for over forty-five (45) days or remains impounded for over forty-five (45) days after a "HOLD" has been released, may be sold at auction. The Company will be entitled to the cost of towing and recovery, storage, notifications, and cost of processing, and auctioning the vehicle. Company must state on attached Price Sheet the cost for processing and auctioning each vehicle. The remainder of the proceeds will be remanded to the City of Miami Gardens. Vehicles may not be held in impoundment unnecessarily for the purpose of recovering additional fees for storage. It will be the sole discretion of the City as to what is a reasonable number of storage days for which fees may be recovered.

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2.8 FINANCIAL – RATES

A. The applicable tow rate structure (Class "A", Class "B", or Class "C") shall depend upon the requirements of the towed vehicle rather than the actual tow truck used; i.e. if a Class "B" wrecker is used to tow a sedan, the Class "A" rate structure shall be the basis for charges imposed.

If Company elects to use a car carrier in lieu of a dolly tow when only a dolly tow is required, the lower rate shall apply except if owner or police officer specifically requests use of the car carrier.

B. The basic tow rate for each class of wrecker shall include clean-up at an accident scene, the first ten miles from the scene of accident and the minimum guarantee to the City of Miami Gardens.

C. Proceeding the initial month of service, the Contractor shall submit a monthly reconciliation report of services rendered during the previous month along with the Administrative Fee or Charge due by the fourteenth of the following month, and every month thereafter..

D. Waiting time and extra labor cost; i.e. "Retrieving", hook-ups, winching, pulling cars, special handling, and etc. accomplished within sixty (60) minutes of arrival at the scene shall be included in the base tow rate. If, and only if, such waiting time or extra labor consumes more than sixty (60) minutes, an extra waiting time or extra labor charge per fifteen (15) minutes or any fraction thereof, may be assessed by the Company commencing sixty minutes after arrival at the scene.

E. The Company shall collect all towing and storage fees, in compliance with those rates established by City of Miami Gardens Resolution #2008-33-720 as amended by City Council from time to time, from the owner of the vehicle or his authorized representative after the City of Miami Gardens Police Department has approved release of the vehicle from the storage area.

F. Daily storage charges shall be predicated upon each twenty-four hour period, such charges beginning at the actual time of impounding, e.g. 1:00 p.m. Monday, to 12:59 p.m. Tuesday, will represent one storage-charge day. Pursuant to Florida Statues 713.78(2), no storage fee shall be charged if such vehicle is stored for less than six hours.

G. If owners do not apply for release of the vehicle within the statutory period (F.S. 713.78), the Police Department must be notified prior to any procedure to junk or otherwise dispose of vehicle.

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H. Whenever an impounded vehicle is claimed by the owner, they shall be furnished with an itemized statement of all charges for the impounding of the vehicle. The Company shall receive from vehicle owner a receipt and release for the vehicle and all personal property therein, and the Company shall retain receipts for one year.

I. The City of Miami Gardens shall not be held responsible or liable to the Company for non-payment of any towing or storage fees to the Company by the owner of the vehicle.

J. Personal property in the vehicle stored by the Company shall not be disposed of to defray any charges for towing or storage of vehicles without a court order.

K. At the discretion and/or direction of the City cleanup of hazardous materials at a crash scene or contract for hazardous materials cleanup may be necessary. The Company may charge the actual fee for the cleanup plus 20% for administrative and other cost related to the hazardous materials cleanup, remediation of the environment and proper disposal of materials recovered and remediated from the scene. Copies of actual charges must be submitted to City.

L. Company shall prominently post, in an area designated to transact business with the vehicle owner or his authorized agent, a notice in letters not smaller than ½" in height advising the owner/agent of his/her right to request and review a complete schedule of the charges and rates for towing services provided at City of Miami Gardens' Police request. Such notice shall also be affixed to or printed on each invoice submitted to the owner/agent of the towed vehicle.

Company shall display on same sign as above the following statement:

> "If you believe you have been overcharged for the services rendered, you are not required to pay your bill to have your car released. You have the right to post a bond in the Circuit Court, payable to (Name of Company) in the amount of the final bill for services rendered, and file a complaint within five (5) days of the time you have knowledge of the location of the vehicle and the Court will decide later who is right. You must show a valid Clerk's certificate that you have posted bond and your vehicle will be released immediately."

2.9 ADMINISTRATIVE FEES

A maximum charge not exceeding $30.00 (not as an automatic "add-on", but only when required to comply with Florida Statutes) may be imposed by the Company for administrative services, processing of paperwork, clerical work or title research. Administrative charges refer to and include verification of VIN, search of vehicle for ownership information, preparation of paperwork

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required by Florida Statutes, preparation and mailing of the notification letter. The Company will be required to justify additional letters and charges. Hence, no other charges such as special inspection, release charges, or additional Company's administrative fees may be imposed.

The City will impose and collect a 25% administrative fee (25 percent of the maximum towing rate), to cover the cost of enforcement. The authorized wrecker operator or towing business may impose and collect he administrative fee or charge on behalf of the City and shall remit such fee or charge to the City only after it is collected.

2.10 PAYMENT

A. The vehicle owner and/or operator is responsible for payment of charges imposed by the Company in accordance with the City of Miami Gardens Resolution # 2008-33-720 rate structure.

B. Company shall advise any vehicle owner or authorized representative who calls by telephone prior to arriving at the storage site of the following:

a. All documents required to retrieve the vehicle;
b. Exact charges as of the time of the telephone call and the rate at which charges accumulate after the call;
c. Acceptable methods of payment; and
d. Hours and days the storage site is open for regular business

C. Company shall itemize all bills; to number all bills in correspondence with the applicable Miami Gardens Police Department tow sheet number; and to submit duplicate copies of the original of all bills to the Miami Gardens Police Department on the tenth of each month. A copy of these bills shall be attached to the copy of the vehicle storage receipt. THE BILL MUST BE COMPLETELY FILLED OUT.

a. Company shall accept payment from the vehicle owner or authorized representative for charges in any of at least two of the following forms:
b. Cash, money order or valid traveler's check
c. Valid bank credit card or debit card
d. Valid personal check showing on its face the name and address of the vehicle owner or authorized representative
e. Clerk certificate of bond

2.11 ABANDONED/UNCLAIMED VEHICLES

The Company may **not** charge the City for any calls placed for the towing, of abandoned, unregistered and junked vehicles.

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The abandoned/unclaimed property may be partly or entirely dismantled or may consist of only a minor or major portion of the body or framework. The abandoned property may not have tires, may be full of debris and difficult to remove.

2.12 CLAIMED VEHICLES

No charge will be made to the City if the registered owner pays for the towing or arranges to turn over title to the Company and pay whatever fees the Company may agree to. The Company shall be entitled, from vehicles owner, all allowable fees for class of vehicle towed.

2.13 CITY RESPONSIBILITIES

The City shall supply the Company with an exact description and location for each abandoned vehicle/item requiring towing/removal. The City shall insure to the Company compliance with all legal and procedural requirements governing the notification of vehicle owners and lien holders in connection with demolition of abandoned vehicles as set forth in applicable laws, statutes and regulations. The City shall provide the Company, all documentation necessary for the Company to take legal possession of the vehicle.

The City's Code Compliance Officer must accompany the Company when attempting to pick up a vehicle under this agreement.

The City will ensure that the Company has a current rate structure to ensure proper invoicing amounts.

2.14 FEE – ABANDONED/UNCLAIMED VEHICLES

No fee may be charged for lien sale processing, if the owner of the abated vehicle contacts the Company for release of their vehicle, the Company shall charge prevailing rates to the owner for towing and storage as dictated by current Florida towing rules and regulations. The Company must immediately call the Florida Division of Motor Vehicles office when a vehicle is picked up and cleared from the tow service. Company must also contact the DMV if the tow service agrees to a surrendering of title and payment in some other amount to clear the service to insure that the Florida Division of Motor Vehicles file is cleared and no citation issued to or letter sent for payment to the abandoned vehicle owner.

2.15 CITY VEHICLES

City of Miami Gardens' vehicles up to and including ¾ ton trucks shall be towed and/or serviced by the Company at no charge to the City. Towing or servicing of City of Miami Gardens vehicles over ¾ tons shall be at reduced contract rates. State the rate to be charged on price sheet.

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Calls for towing or servicing Miami Gardens' vehicles shall be responded to within (20) twenty minutes when located within the City limits. Calls for towing or services of Miami Gardens vehicles, outside the ten mile limit shall be responded to within (60) sixty minutes. If unable, Company shall call a subcontractor to respond, and the Company will be responsible for any fee.

City of Miami Gardens vehicles up to and including ¾ ton trucks being towed from beyond 10 miles outside of City of Miami Gardens city limits may be charged at a rate stated not to exceed $25.00 and $1.00 per mile beyond the 10 miles as stated above. Vehicles over ¾ tons may be charged at a rate not to exceed $60.00 and $2.00 per mile beyond the 10 miles as stated above. State rate to be charged on the price sheet.

The City's fleet department may require the towing, jump start, flat tire change, or lock out service for City fleet of vehicles at no charge to the City within the City limits. Company may be required to tow City vehicles to Autonation/Maroone Ford and other vendors within the 10 mile limit.

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ATTACHMENT B
INSURANCE REQUIREMENTS

Proposers must submit with their submittal, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

All insurance requirements must be met and evidenced to the City before delivery of goods and performance of services. The City reserves the right but not the obligation to revise any insurance requirement, or reject any insurance coverage which fail to meet the criteria stated herein at any time. The City reserves the right to require Contractor/Vendor to provide and pay for any other insurance coverage the City deems necessary, depending upon the possible exposure to liability or loss. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities, but are merely minimums.

1) **Workers' Compensation**: Coverage is to apply for all persons fulfilling this contract for statutory limits in compliance with the law of the State of Florida and any applicable federal laws. The policy must include Employer' Liability with a limit of $100,000 each accident, $100,000 each employee, $500,000 policy limit for disease. The City will not accept certificates of exemption. Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.
2) **Commercial General Liability**: Occurrence Form Required: Contractor shall maintain commercial general liability (CGL) insurance with limits of not less than:
   - $1,000,000 each occurrence for bodily injury and property damage
   - $2,000,000 general aggregate
   - $1,000,000 products completed operations aggregate
   - $1,000,000 personal & advertising injury

   No exclusion shall apply to: premises, independent contractors, contractual liability, or property damage resulting from explosion, collapse or underground (XCU) exposures.

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3) **Commercial Automobile Liability**: Contractor shall maintain automobile liability insurance with a limit of not less than $1,000,000 each occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto fulfilling duties under this agreement (including owned, hired, and non-owned autos).
4) **Umbrella or Excess Liability** insurance can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.
5) **Special Requirements**: Certificate of Insurance shall confirm in writing that all applicable provisions apply.
    a. **Evidence of Insurance:** A copy of the Contractor/Vendor's current certificate of insurance MUST be provided with the response to this bid. A formal certificate shall be provided upon announcement that a Contractor has been awarded the work. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the City before commencement of any work activities. The formal insurance certificate shall also comply with the following:
        1. Additional Insured: "City of Miami Gardens and its Elected Officials, Agents, Representatives, Employees, and Volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation. Additional Insured coverage shall be provided with the following ISO forms or similar policy provisions providing equal to or broader than coverage:
        One of the following forms or its equivalent:
        CG 2026 (Additional Insured–Designated Person or Organization) OR
        CG 2010 (Additional Insured-Owners Lessees Contractors) OR
        CG 2038 (Additional Insured-Automatic Status).
        AND,
        CG 2037 (Additional Insured-Completed Operations). The Contractor/Vendor is required to continue to purchase products and completed operations coverage to satisfy this agreement beyond this contract for a minimum of the conclusion of the Statute of Repose
        2. Notification: The policy shall provide a 10-day notification clause in the event of cancellation, non-renewal, material modification, or any

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other lapse in coverage of the policy. In the event the insurance policy does not provide such notification, Contractor shall provide notification to the City.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be delivered to the City 10 days prior to said expiration date.

b. **Primary & Non Contributory**

This Insurance shall be considered primary to any other insurance. Coverage shall be provided with the following ISO form or similar policy provision providing equal to or broader than coverage: CG 2001 (Primary and Noncontributory – Other Insurance Condition).

c. **Waiver of Subrogation**

All of Contractor's insurance policies, except Professional Liability, will waive rights of recovery against the City. Coverage shall be provided with the following CGL ISO form or similar policy provision providing equal to or broader than coverage: CG 2404 (Waiver of Transfer of Rights of Recovery Against Others to Us).

d. **Subcontractors' Compliance:** It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

e. **Financial Stability:** The policies of insurance shall be written on forms acceptable to the City and placed with insurance carriers authorized by the Insurance Department in the State of Florida. All insurance carriers must meet a minimum financial AM Best company rating of no less than:

"A- Excellent: FSC VII. City reserved the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than seven (7) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Miami Gardens as additional insured.

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PROPOSER'S CERTIFICATION

I have carefully examined the Solicitation documents, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Solicitation.

I hereby propose to furnish the goods or services specified in the Solicitation. I agree that my proposal will remain valid for a period of up to 120 days in order to allow the City of Miami Gardens adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract.

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a Contractor, supplier, sub-Contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

_____ _____

Name of Business **By:**

_____

Name & Title, Typed or Printed

_____

Mailing Address **City, State, Zip Code**

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STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me _____ day of _____, 2022, by _____.

(NOTARY SEAL)

_____
Signature

_____
Printed Name

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

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DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids/Proposals which are equal with respect to price, quality, and service from businesses that are not located within the City of Miami Gardens are received by the City for the procurement of commodities or contractual services, a Bid/Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Bid/Proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid/Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Vendor's Signature

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Minority Business Enterprises Certification
City of Miami Gardens
Office of Procurement Management

Ordinance 2011-01-243, establishes a program enabling the City to collect relevant data to determine if MBEs that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services. **MBE Certification must be submitted with this form(s)**

A Good Faith Effort
A Good Faith Effort shall be shown on each project or purchase regardless of the dollar amount. Good Faith Effort to secure MBE participation shall be documented and shall include, but not necessarily be limited to, the following actions:

1. Advertisement in general circulation media, trade association publications and minority business enterprise media to provide notice of subcontracting opportunities;
2. Provide notice to a reasonable number of specific MBEs that their interest in the contract is being solicited. Notice shall be given in sufficient time to allow the MBEs to participate effectively;
3. Providing interested MBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner;
4. Negotiating in good faith with qualified MBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.

Contractor Name: _____

Address: _____

_____

Federal ID _____

Phone _____ Email _____

Minority Business Certified? _____YES _____NO
MBE Certification Attached? _____YES _____NO
Contractor Official a Minority _____YES _____NO

Black_____ Hispanic_____ Asian_____ Native American_____

( ) No Sub-Contracting Opportunities existed for this contract
( ) No Firms were contacted because:

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This schedule must be submitted with the bid or proposal

Company Name, Address, Phone & Email	Type of Ownership BM – African Am HM – Hispanic AM – Asian NM – Native Am.	Trade or Services to be performed	Contact Method

Collusion

The City will not accept collusion among the prime bidders, an MBE or any other individual business or joint venture, or evidence of undue influence on an MBE to alter the committed quantities or its quotation.

Certification: It is hereby certified that the following information is true and accurate account of contacts and responses for sub-contracting opportunities on this contract

Signed _____

Name/Title _____

Date _____

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CONTRACTOR'S QUESTIONNAIRE

PROJECT: ~~FURNISH AND INSTALL PERFORMANCE STAGE, SOUND AND LIGHTING~~. TOWING & STORAGE

OWNER: CITY OF MIAMI GARDENS

CONTRACTOR:

INSTRUCTIONS:

A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.

B. The City of Miami Gardens shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.

C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.

D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Peter Parkin, Procurement Director: (305) 622-8000 Ext. 2488, e-mail:pparkin@miamigardens-fl.gov.

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QUESTIONNAIRE

Proposer's Name: _____

Principal Office Address: _____

_____

Official Representative: _____
(Circle One)
Individual
Partnership
Corporation

If a Corporation:
When Incorporated: _____

In what State: _____

If Foreign Corporation:
Date of Registration with
Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

_____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors: _____

_____

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If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name	Address
1.	
2.	
3.	

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: _____

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

   Yes ( ) No ( )

   If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

   If yes, please explain.

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

   If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

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5. Person or persons interested in the proposal and Questionnaire Form _____ (have) _____ (have not) been convicted by a Federal, State, City or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words). Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

   A. List all pending lawsuits:

   B. List all judgments from lawsuits in the last five years:

   C. List any criminal violations and/or convictions of the proposer and/or any of its principals:

   D. List any criminal violations and/or convictions of the proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding a proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

The proposer further understands that the information contained in this questionnaire may be verified through a background investigation conducted by the Miami Gardens Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

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I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Proposer Contractor available to the Owner.

Dated this _____ day of _____, 2022.

CONTRACTOR:

_____

_____

By _____

Its _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2022, by _____.

(NOTARY SEAL)

_____
Signature

_____
Printed Name

Personally Known _____ OR Produced Identification _____

Type of Identification Produced

_____

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EMPLOYER E-VERIFY AFFIDAVIT

By executing this affidavit, the undersigned employer verifies its compliance with F.S. 448.095, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095 which prohibits the employment, contracting or sub-contracting with an unauthorized alien. The undersigned employer further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request. Failure to comply with the requirements of F.S. 448.095 may result in termination of the employer's contract with the City of Miami Gardens. Finally, the undersigned employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Business: _____

By:

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

_____
Mailing Address City, State, Zip Code

_____
Telephone No. Facsimile No. E-Mail Address

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me _____ day of _____, 2022, by _____.

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(NOTARY SEAL)

_____
Signature

_____
Printed Name

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Vendor Reference Verification Form

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The City of Maimi Gardens will verify references provided as part of the review process.

Vendor Reference Verification Form

City of Maimi Gardens Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name: Reference date:

Contact Email: Contact Phone:

Name of Referenced Project:

Contract No. Date Services Provided: to Project Amount:

Vendor's role in Project: ☐ Prime Vendor ☐ Subconsultant/Subcontractor

Would you use this vendor again? ☐ Yes ☐ No

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:	**Needs Improvement**	**Satisfactory**	**Excellent**	**Not Applicable**
1. Vendor's Quality of Service				
a. Responsive	☐	☐	☐	☐
b. Accuracy	☐	☐	☐	☐
c. Deliverables	☐	☐	☐	☐
2. Vendor's Organization:				
a. Staff expertise	☐	☐	☐	☐
b. Professionalism	☐	☐	☐	☐
c. Turnover	☐	☐	☐	☐
3. Timeliness of:				
a. Project	☐	☐	☐	☐
b. Deliverables	☐	☐	☐	☐
4. Project completed within budget	☐	☐	☐	☐
5. Cooperation with:				
a. Your Firm	☐	☐	☐	☐
b. Subcontractor(s)/Subconsultant(s)	☐	☐	☐	☐
c. Regulatory Agency(ies)	☐	☐	☐	☐

Additional Comments: (provide on additional sheet if needed)

All information provided to City of Maimi Gardens is subject to verification.

6/9/2023 10:45 AM Signature Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Department of Regulatory and Economic Resources
Consumer Protection Division
601 NW 1st Court, 18th Floor
Miami, FL 33136
Telephone: (786) 469-2300
Fax: (786) 469-2311
License@miamidade.gov

MAXIMUM NON-CONSENT TOWING RATES

PRIVATE PROPERTY

Private Property Impound Tow	
Class A	$145.00
Rate if released on scene (drop rate)	$72.50
Class B	$208.65
Class C	$296.50
Class D	$377.50
No other fees may be imposed for the first 24 hours the vehicle is in the care, custody and control of the towing operator, except applicable storage fees, which begin to take effect once the vehicle has officially been stored on the grounds of the towing establishment. Pursuant to Section 713.78 (2), FL Statute, no storage fee shall be charged if the vehicle is stored for less than six (6) hours.	
Administrative Fees (After first 24 hours) Per vehicle All actual fees imposed by a state for obtaining pertinent ownership information, actual postage fees, and advertising fees per Section 713.78(15), Fla. Stat.	$38.20 Maximum of $250.00
Daily Indoor Storage – vehicles 20' or less After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative, or investigating police agency.	$33.90
Daily Indoor Storage – vehicles longer than 20' After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative, or investigating police agency.	$54.65
Daily Indoor Storage – small personal vehicles (i.e., motorcycles, ATVs, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative or investigating police agency.	$16.20
Daily Outdoor Storage – vehicles 20' or less After first 6 hours (Chargeable in 24-hour increments)	$27.60
Daily Outdoor Storage – vehicles longer than 20' After first 6 hours (Chargeable in 24-hour increments)	$48.40
Daily Outdoor Storage – small personal vehicles (i.e., motorcycles, ATV's, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments)	$13.65

MAXIMUM NON-CONSENT TOWING RATES

POLICE DIRECTED

Police Directed Tow	
Class A	$145.00
Class B	$215.00
Class C	$305.40
Class D	$389.00
Per Mile Fee For Police Directed Tow (After first five (5) miles)	
Class A	$3.91
Class B	$4.53
Class C	$6.08
Class D	$7.21
Extra Time At Scene for Police Directed Tow	
Class A	$36.25
Class B	$53.75
Class C	$76.35
Class D	$97.25
First one-half hour to be included in the initial cost per call. Charges are 15 minute intervals, and must have the written documentation and approval of the investigating law enforcement agency/officer.	
Administrative Fees (After first 24 hours) Per vehicle All actual fees imposed by a state for obtaining pertinent ownership information, actual postage fees, and advertising fees per Section 713.78(15), Fla. Stat.	$39.35 Maximum of $250.00
Daily Indoor Storage – vehicles 20' or less After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative, or investigating police agency.	$34.95
Daily Indoor Storage – vehicles longer than 20' After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative, or investigating police agency.	$56.30
Daily Indoor Storage – small personal vehicles (i.e., motorcycles, ATV's, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments) Indoor storage rates may only be charged upon the direction and authorization of the owner, lien holder, insurance company representative or investigating police agency.	$16.70
Daily Outdoor Storage – vehicles 20' or less After first 6 hours (Chargeable in 24-hour increments)	$28.50
Daily Outdoor Storage – vehicles longer than 20' After first 6 hours (Chargeable in 24-hour increments)	$49.85
Daily Outdoor Storage – small personal vehicles (i.e., motorcycles, ATV's, scooters, etc.) After first 6 hours (Chargeable in 24-hour increments)	$14.05

Lowboy Services	
Tow Rate (hook-up and first ½ hour at scene)	$305.40
Per Towed Mile After First Five (5) Miles	$5.80
Extra Labor/Wait Time At Scene	$76.35
Hazardous material clean-up (Class C & D Only) and disposal as required, mandated and/or licensed through state or local laws and approved by the investigating law enforcement agency/officer.	Towing Company prevailing rates.
Dollies – Class A (Except Private Property Tows)	$45.65/per job
Underwater Recovery Salvage Diver(s)	
First Hour/Per Diver	$163.50
Each Additional 15 Minutes after the first hour/per diver	$40.88
Charges are 15-minute intervals and must be performed by a certified/professional diver with the written documentation and approval of the investigating law enforcement officer/agency.	

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A Resolution Approving a Second Lease Addendum for the North Bay Village Police Department Administrative Offices, Located at Causeway Towers, 1666 Kennedy Causeway, Suite 401 - *Village Manager Ralph Rosado, Ph.D., AICP (Deputy Chief of Police Samuel Bejar)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SECOND ADDENDUM TO THE LEASE AGREEMENT BETWEEN NORTH BAY VILLAGE AND CAUSEWAY TOWERS, LLC FOR USE OF ADDITIONAL OFFICE SPACE FOR POLICE ADMINISTRATION LOCATED AT 1666 KENNEDY CAUSEWAY, SUITE 401; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff recommends the approval of the addendum to lease agreement between Causeway Towers and North Bay Village providing for a lease extension through August 2026 and the option to renew for three additional one-year terms.

BACKGROUND AND ANALYSIS

In 2021, the Village Commission approved a lease agreement with Causeway Towers, LLC, providing leased office space in Suite #402 for the North Bay Village Police Department. Village Staff seeks the Village Commission's consideration for approving an addendum to acquire additional leased office space for the Police Department, which has become crucial due to the demands of the CFA Accreditation process. This expansion is essential to meet specific CFA process requirements, particularly the separation of Professional Compliance and the BWC Administrator. Fortunately, Suite 401 has recently become available and is highly suitable for our needs, as it is adjacent to our current administrative offices in unit 402.

After negotiations with the building management, they have agreed to provide the Village with approximately 554 square feet of additional space at a rate of $21 per square foot. Furthermore, they have consented to integrate this entire space into the existing unit 402 while maintaining the $21 per square foot rate throughout the contract's duration. This arrangement eliminates the previously included 4% yearly increases from the previous addendum, and rate increases will not be realized until the First Renewal Period of this Addendum, (10/1/26 - 10/1/27), with a maximum increase of no more than 4% over the prior year's base rental.

The cost of renting this additional 554 square feet will be funded for the first two years by forfeiture funds, ensuring that it remains budget-neutral and does not impose any financial burden on our law enforcement agency's responsibilities.

Approval of this item will promote the Pillar of Efficiency of the NBV100 Plan.

Efficiency

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
The cost for renting this additional 554 square feet will be funded by forfeiture funds

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving Addenda for Lease adding ste. 401.DOCX
Exhibit A - Second Addenda for Lease - Adding Suite 401.DOC
Exhibit B Budget Amendment.pdf

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SECOND ADDENDUM TO THE LEASE AGREEMENT BETWEEN NORTH BAY VILLAGE AND CAUSEWAY TOWERS, LLC FOR USE OF ADDITIONAL OFFICE SPACE FOR POLICE ADMINISTRATION LOCATED AT 1666 KENNEDY CAUSEWAY, SUITE 401; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 28, 2021, North Bay Village (the "Village") Commission entered into a new, one-year lease for approximately 1,695 square feet of space for the Police Department Administration offices located in Suite 402, with a lease expiration date at the end of February 2022 pursuant to the authority granted by the Village Commission on January 12, 2021 in Resolution No, 2021-003 (the "Suite 402 Lease"); and

WHEREAS, on February 17, 2022, the Village Commission adopted Resolution 2022-006 approving a First Addendum to the Suite 402 Lease by extending the lease through June 30, 2024 with the option to renew for three additional one year terms, upon the terms and conditions set forth in a First Addendum to the Suite 402 Lease executed on February 17, 2022; and

WHEREAS, the parties now wish to further amend the Suite 402 Lease by adding Suite 401 (which is approximately 554 rsf) to the leased premises at a base rental rate of $21.00/rsf and extending the term of the Suite 402 Lease, as previously amended, through September 30, 2026 with updated provisions for renewal terms, upon the terms and conditions set forth in the Second Addendum to Suite 402 Lease attached hereto as Exhibit "A"; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-____ 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 expanded leased

premises 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 Second Addendum to Lease in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Second Addendum to Lease with the Lessor 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 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 28th day of September, 2023.

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

SECOND ADDENDUM TO LEASE

This Addendum dated as of the ____ day of _____, 2023 is made by and between **North Bay Village, a Florida Municipal Corporation** ("Tenant") and **Causeway Tower, LLC** ("Landlord").

W I T N E S S E T H

WHEREAS, Landlord and Tenant have entered into that certain Office Building Lease dated January 28, 2021 and First Addendum to Lease dated February 2022, pertaining to the Premises located at 1666 Kennedy Causeway, **Suite #402**, North Bay Village, FL 33141, (the "Building"), containing approximately 1,695 RSF, and

WHEREAS, the Tenant wishes to Expand into the adjacent **Suite #401,** for an additional **554 rsf. The total new square footage will be 2,249 rsf and the combined suites will be known as Suite #402.**

NOW THEREFORE, in consideration of the premises and other good and valuable consideration exchanged between Landlord and Tenant and the respective representations, agreements, and covenants herein contained, Landlord and Tenant agree that the Lease is hereby amended but only as follows:

1. All defined terms in this Addendum, unless otherwise defined herein, shall have the meanings ascribed to them in the Lease.

2. Effective October 1, 2023 the Lease Termination date shall be amended to be September 30, 2026.

3. The base rental rate shall remain at $21.00/ RSF (sales tax exemption on file).

4. RENEWAL OPTION. Provided that Tenant is not in default during the Lease Term, Tenant will have Three (3) options to renew for an additional one (1) year Renewal Option (the "Renewal Option"). The Base Rent for the First Renewal Option period (10/1/26 – 9/30/27) will be negotiated between Landlord and Tenant but will not exceed 4% over the prior year's Base Rental. The Base Rent for the Second Renewal Option period (10/1/27 – 9/30/28) will be negotiated between Landlord and Tenant but will not exceed 4% over the prior year's Base Rental. The Base Rent for the Third Renewal Option period (10/1/28 – 9/30/29) will be negotiated between Landlord and Tenant at the time that Tenant exercises said option. In the event Tenant fails to exercise the Renewal Options by providing the Landlord with written notice at least sixty (60) days prior to expiration of the Lease Term, the Renewal Option shall terminate, expire, and be null and void.

5. All terms, conditions and provisions of the Lease not expressly amended hereby shall remain in full force and effect, and the Lease as amended hereby is specifically approved, ratified, and confirmed.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Addendum on the ____ day of _____, 2023.

WITNESS:

1._____

_____
Print Name
2._____

_____
Print Name

TENANT: NORTH BAY VILLAGE,
A FLORIDA MUNICIPAL CORPORATION

BY:_____

_____
Print Name
Title:_____

WITNESS:

1._____

_____
Print Name
2._____

_____
Print Name

LANDLORD: CAUSEWAY TOWER, LLC

BY:_____

_____
Print Name
Title:_____

Budget Amendment Form

Department	Police Department	Date	9/28/2023
Fund(s) to be changed: Forfeiture Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
107.00.389.3890	Appropriation of Fund Balance	$ -	$ 11,634.00
107.21.521.4403	Building Rental/Lease	$ 11,634.00	
TOTAL (Columns must be equal)		**$ 11,634.00**	**$ 11,634.00**

Description:

Appropriate fund balance in the amount of $11,634 in the Forfeiture Fund for expansion of leased office space for unit 402.

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Carla Gomez, Deputy Village Manager/Human Resources Director

SPONSORED BY:

SUBJECT: **A Resolution Approving an Amendment to the Memorandum of Understanding (MOU) for the Science, Technology, Engineering, Arts, and Mathematics (STEAM) Plus Grant Program for Treasure Island Elementary School Participants - Village Manager Ralph Rosado -** ***(Deputy Village Manager/Human Resources Director Carla Maglio)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FOURTH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH AND NORTH BAY VILLAGE FOR THE ENHANCEMENT OF SCIENCE, TECHNOLOGY, ENGINEERING, ARTS, AND MATH PROGRAMMING AT TREASURE ISLAND ELEMENTARY SCHOOL; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission adopt the proposed resolution authorizing the Village Manager to enter into a fourth contract amendment for the STEAM Plus initiative program for the 2023-2024 School Year.

BACKGROUND AND ANALYSIS

The STEAM Plus Program provides students with opportunities to explore Science, Technology, Engineering, Arts, and Mathematics (STEAM) by encouraging dialogue and critical thinking. In 2019, the Village Commission adopted a Resolution authorizing the Villager Manager to enter into a contract with the City of Miami Beach through a partnership with the Bass Museum to execute the goal and incorporate arts and cultural education into the daily schedule at Treasure Island Elementary School (TIES). As part of this partnership, the Village agreed to fund approximately 50% of the associated costs and hire an independent contractor to support the program. On November 21, 2019, a Memorandum of Understanding

(MOU) was established between the City of Miami Beach and the Village to provide the STEAM Plus Program at TIES. This MOU has been amended annually until the 2021-2022 school year, and a fourth addendum is being proposed to extend the program into the 2023-2024 school year.

The STEAM Plus program for the 2022-2023 school year was highly successful and involved cultural institutions such as the Bass Museum, Miami City Ballet, New World Symphony, the Jewish Museum, the Wolfsonian, and Young Musicians United.

Initial program figures for the entire initiative are provided below, with a comprehensive report for the 2022-2023 school year set to be released soon, including data specific to TIES:

* Total students impacted by STEAM: 3,425
* Total unique interactions: 339
* Total partnerships: 33
* Total classrooms served: 179
* Total teaching artists and performers employed: 88

It is recommended that the Village Commission adopt a resolution approving the fourth amendment to the STEAM Plus initiative at TIES for the 2023-2024 School Year. The proposed resolution also provides for the Manager to execute any future amendments, renewals, or extensions of the Agreement (subject to future budgetary appropriations).

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$9000

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution 4th Amendment to MOU for TIES STEAM .DOCX
Resolution Exhibit A - STEAM Plus 2023-2024 .pdf

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FOURTH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH AND NORTH BAY VILLAGE FOR THE ENHANCEMENT OF SCIENCE, TECHNOLOGY, ENGINEERING, ARTS, AND MATH PROGRAMMING AT TREASURE ISLAND ELEMENTARY SCHOOL; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 15, 2019, the North Bay Village (the "Village") Commission adopted Resolution No. 2019-062 approving a partnership with the City of Miami Beach (the "City") for the Enhancement of Science, Technology, Engineering, Arts, and Math programming (the "STEAM Plus Program") at Treasure Island Elementary School (the "School") and authorizing a memorandum of understanding (the "MOU") with the City for the implementation of the STEAM Plus Program at the School for the 2019-2020 school year; and

WHEREAS, the Village and the City have entered into amendments to the MOU to provide the STEAM Plus Program at the School for the 2020-2021, 2021-2022, and 2022-2023 school years; and

WHEREAS, the Village Commission desires to approve a fourth amendment to the MOU, in substantially the form attached hereto as Exhibit "A" (the "Fourth Amendment"), to provide the STEAM Plus program at the School for the 2023-2024 school year; and

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

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 Fourth Amendment.

Section 3. Authorization. That the Village Manager is authorized to execute the Fourth Amendment on behalf of the Village, subject to approval by the Village Attorney as to form and legal sufficiency, and to expend budgeted funds in an amount not to exceed $9,000.00. That the Village Commission hereby further authorizes the Village Manager to execute any future amendments, renewals, or extensions of the Agreement (subject to future budgetary appropriations), subject to approval by the Village Attorney as to form, content and legal sufficiency; to expend budgeted funds; and to take such further action as may be necessary to implement the purpose and provisions of this Resolution and the Agreement, as may be amended from time to time.

Section 4. Effective Date. This Resolution shall become 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 Daro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____, 2023.

_____
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

MIAMIBEACH

AMENDMENT NO. 4 TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
NORTH BAY VILLAGE, FLORIDA
FOR THE IMPLEMENTATION OF THE STEAM PLUS PROGRAM
AT TREASURE ISLAND ELEMENTARY SCHOOL

This Amendment No. 4 ("Amendment") to the Memorandum of Understanding ("**MOU**"), made and entered into on November 21, 2019, by and between the City of Miami Beach, Florida, ("**CMB**" or the "City") and North Bay Village, Florida ("**NBV**"), for the implementation of the STEAM Plus program at Treasure Island Elementary School, is entered into this ___ day of _____, 2023 ("Effective Date"):

RECITALS

WHEREAS, on January 16, 2019 the Mayor and the City Commission adopted Resolution No. 2019-30690, authorizing the City Manager and City Clerk to execute a grant agreement with the Friends of the Bass Museum, Inc., for the implementation of a Beta Test for a Science, Technology, Engineering, Arts, and Mathematics ("STEAM") Plus program ("STEAM Plus Initiative") with all six Miami Beach public schools (kindergarten - 12th grade) and six local cultural institutions; and

WHEREAS, on July 17, 2019 the Mayor and the City Commission adopted Resolution No. 2019-30906, authorizing the City Manager and City Clerk to execute a new grant agreement with the Bass for the implementation of the STEAM Plus Initiative with all six Miami Beach public schools (kindergarten - 12th grade) and six local cultural institutions for the 2019-20 school year; and approving a STEAM liaison for each of the six public schools; and

WHEREAS, on September 11, 2019, the Mayor and City Commission adopted Resolution No. 2019-30955, amending Resolution No. 2019-30906, in material part, approving an amended grant agreement with the Bass, adding six additional cultural institutions to the STEAM Plus Initiative program; approving the addition of Treasure Island Elementary School to the program, with NBV contributing no less than 50% of the anticipated cost to implement the program (for the 2019-2020 school year), with **CMB**'s contributions not exceeding $9,000.00; and adding a STEAM liaison for the Treasure Island Elementary School program, for a fee not to exceed $1,000.00 per school year; and

WHEREAS, on November 21, 2019, **CMB** and **NBV** entered into an **MOU** agreeing to provide a STEAM Plus Initiative program at Treasure Island Elementary School, commencing as of the 2019-2020 school year, with two (2) additional one (1) year renewals by the mutual agreement of the Parties, based upon the same terms; and

WHEREAS, on April 6, 2021, **CMB** and **NBV** executed Amendment No. 1 to the **MOU** agreeing to provide a STEAM Plus Initiative program at Treasure Island Elementary School for the 2020-2021 school year; and

WHEREAS, on July 28, 2021, the Mayor and City Commission adopted Resolution No. 2021-31776, authorizing the City Manager to execute an agreement with **NBV** to fund fifty percent (50%) of the Steam Plus Initiative program at Treasure Island Elementary School, with a total **CMB** contribution not to exceed $9,000.00, for an initial term of one (1) year and two (2) one-year renewal terms, at the option of the City and subject to funding approval by the City Commission during the budgetary process for each fiscal year, commencing during fiscal year 2022-2023; and

WHEREAS, on September 2, 2021, **CMB** and **NBV** executed Amendment No. 2 to the **MOU**, agreeing to provide a STEAM Plus Initiative Program at Treasure Island Elementary School for the 2021-2022 school year; and

WHEREAS, instead of executing a new **MOU**, as approved pursuant to City Commission Resolution No. 2021-31776, the Parties agreed to amend the existing **MOU** to extend the term of the **MOU** to include the 2022-2023 school year, subject to further extension by mutual agreement of the Parties, for up to two (2) additional one-year terms; and

WHEREAS, on September 16, 2022, **CMB** and **NBV** executed Amendment No. 3 to the **MOU**, agreeing to provide a STEAM Plus Initiative program at Treasure Island Elementary School for the 2022-2023 school year (the **MOU**, as amended by Amendments 1 through 3, shall be collectively referred to herein as the "**MOU**"); and

WHEREAS, **CMB** and **NVB** wish to extend the **MOU** by an additional year to provide the STEAM Plus Initiative program for the 2023-2024 school year.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **CMB** and **NBV** hereby agree to amend the **MOU** as follows:

1. **ABOVE RECITALS.**

   The above recitals are true and correct and are incorporated as part of this Amendment.

2. **MODIFICATIONS.**

The Agreement is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

(a) This **MOU** is hereby extended through and including the 2023-2024 school year.

(b) Paragraph 2 of the **MOU** is hereby deleted in its entirety and replaced with the following:

2. Within ten (10) days from the Effective Date of the **MOU**, or any subsequent amendment to the **MOU**, extending the term of this **MOU**, **NBV** shall provide funding to **CMB** for the STEAM Plus Initiative program at Treasure Island Elementary School, in the amount of $9,000.00 per school year, plus an additional $500.00, in the event a STEAM liaison is contracted for a given school year.

(c) Paragraph 3 of the **MOU** is hereby deleted in its entirety and replaced with the following

3. This **MOU** may be extended by the mutual agreement of the Parties on an annual basis, based upon the same terms, through and including the 2024-2025 school year. Any extensions of this **MOU** shall be memorialized in writing pursuant to an amendment to the **MOU**, signed by all Parties.

(d) A new paragraph 18 is hereby added to the **MOU**, as follows:

18. **Inspector General Audit Rights**

(A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

(B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of NBV, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

(C) Upon ten (10) days written notice to NBV, NBV shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of NBV, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

(D) The Inspector General shall have the right to inspect and copy all documents and records in NBV's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

(E) NBV shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

i. If this Agreement is completely or partially terminated, NBV shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

ii. NBV shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

(F) The provisions in this section shall apply to NBV, its officers, agents, employees, subcontractors and suppliers. The NBV shall incorporate the provisions in this section in all subcontracts and all other agreements executed by NBV in connection with the performance of this Agreement.

(G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by NBV or third parties.

3. RATIFICATION.

Except as amended herein, all other terms and conditions of the **MOU** shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the **MOU**, the provisions of this Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their appropriate officials, as of the date first entered above.

CITY OF MIAMI BEACH, FLORIDA a municipal corporation of the State of Florida

ATTEST:

By: _____
Rafael E. Granado, City Clerk

_____
Alina T. Hudak, City Manager

_____
Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION
City Attorney's Office 7/31/23
Date

NORTH BAY VILLAGE, FLORIDA a municipal corporation of the State of Florida

ATTEST:

By: _____
Village Clerk

_____
Village Manager

_____
Date

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Christian Molina, Legislative Aide

SPONSORED BY: Commissioner Rachel Streitfeld

SUBJECT: **A Resolution Supporting the National Flood Insurance Program Reauthorization (NFIP RE) Act of 2023 and Requesting Implementation of Key Provisions to Benefit Communities Vulnerable to Flooding - *Sponsored by Commissioner Rachel Streitfeld***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING THE UNITED STATES CONGRESS TO APPROVE THE NATIONAL FLOOD INSURANCE PROGRAM REAUTHORIZATION (NFIP-RE) ACT OF 2023; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission adopt a resolution expressing support for the National Flood Insurance Program Reauthorization (NFIP RE) Act of 2023.

BACKGROUND AND ANALYSIS

The Village Commission of North Bay Village, Florida is proposing support of the National Flood Insurance Program Reauthorization (NFIP RE) Act of 2023 and Requesting Implementation of Key Provisions to Benefit Communities Vulnerable to Flooding

The National Flood Insurance Program (NFIP) provides affordable flood insurance to residents of North Bay Village as a coastal community vulnerable to flooding. However, repeated short-term reauthorizations of the NFIP have created uncertainty and instability, hindering the Village's ability to maintain affordable rates and participation.

The NFIP Reauthorization (NFIP RE) Act of 2023 would provide long-term certainty along with critical reforms to strengthen the program. Key provisions including capping premium increases, expanding affordability vouchers, increasing mitigation investments, improving mapping accuracy, and reforming oversight would significantly benefit the Village and its residents relying on the NFIP for flood insurance.

This resolution expresses the Village Commission's full support for swift passage of the NFIP RE Act of 2023 to bring stability to and better serve the Village as a flood-vulnerable community. The resolution also requests that key provisions of the NFIP RE Act that promote affordability, accuracy and accountability be prioritized for implementation by FEMA to benefit Village residents.

It is recommended that the Village Commission approve the proposed resolution.

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.)
No Impact

PERSONNEL IMPACT
No Impact

ATTACHMENTS
Proposed Resolution NFIP Final.docx

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING THE UNITED STATES CONGRESS TO APPROVE THE NATIONAL FLOOD INSURANCE PROGRAM REAUTHORIZATION (NFIP-RE) ACT OF 2023; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is a coastal community vulnerable to flooding, which relies on the National Flood Insurance Program ("NFIP") to make affordable flood insurance available to property owners in the Village; and

WHEREAS, the United States Congress must periodically renew the NFIP's statutory authority to operate and repeated, short-term reauthorizations of the NFIP have created uncertainty and instability; and

WHEREAS, the NFIP is currently operating under an extension that is set to expire on September 30, 2023; and

WHEREAS, bi-partisan legislation has been introduced in the House and Senate titled the NFIP Reauthorization (NFIP RE) Act of 2023 (H.R.4349/S.2142) (the "Act"), which would reauthorize the NFIP for five years, providing long-term certainty along with critical reforms to strengthen the program including: capping premium increases; expanding affordability vouchers for low- and middle-income homeowners and renters; increasing mitigation investments; improving mapping accuracy; and reforming oversight, all of which would significantly benefit the Village and its stakeholders; and

WHEREAS, the Village Commission desires to support the Act and urges Congress to approve the Act to reauthorize and provide long-term certainty and stability to the NFIP; 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. Urging. That the Village Commission hereby supports the Act and urges Congress to approve the Act to reauthorize and provide long-term certainty and stability to the NFIP.

Section 3. Transmittal. That the Village Clerk is directed to transmit a copy of this Resolution to President Joe Biden, Senator Marco Rubio, Senator Rick Scott, Congresswoman Frederica S. Wilson, and the Miami-Dade County League of Cities.

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 28th day of September, 2023.

_____
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

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: **September 28, 2023**

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

FROM: **Leo Cosio,**

SPONSORED BY:

SUBJECT: **A Resolution Establishing the Village's 2024-2025 State Legislative Appropriation Requests - *Village Manager Ralph Rosado, PhD, AICP (Chief of Staff Leo Cosio)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING THE VILLAGE'S 2024-2025 STATE LEGISLATIVE APPROPRIATION REQUESTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve the accompanying State legislative funding priorities for the State of Florida FY 2024-2025 Session.

BACKGROUND AND ANALYSIS

The proposed resolution is to establish the Village 2024-2025 State legislative appropriation request. Prior to the start of the State legislative session, the Village Staff and Lobbyists Ronald Book and Rana Brown convene to assess potential funding requests that best align the Village's needs with the State Legislature's policy and funding priorities. Following, the internal discussion the Village Staff and Lobbyists hereby recommend that the Village Commission pursue the following priorities, which will be memorialized in the appropriate funding request forms to the State House and State Senate:

- North Bay Island Stormwater Pump Station - $850,000
- Harbor Island Roadway Improvements - $700,000
- Civic Park Lighting and ADA Improvements - $288,000
- Inlet Filters Phase 3 - $250,000

Approval of this item promotes the Pillar of Efficiency of the NBV100 Plan.

Efficiency

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ATTACHMENTS

Resolution - State Legislative Appropriation Requests.docx

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING THE VILLAGE'S 2024-2025 STATE LEGISLATIVE APPROPRIATION REQUESTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") Commission desires to establish the legislative appropriation requests set forth in Exhibit "A" attached hereto as the Village's 2024-2025 legislative appropriation priorities; 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. Establishing Legislative Priorities. That the Village Commission hereby establishes the appropriation requests set forth in Exhibit "A" as the Village's 2024-2025 legislative appropriation priorities.

Section 3. Transmittal. That the Village Clerk is hereby directed to transmit a copy of this Resolution to State Senator Shevrin Jones and State Representative Fabián Basabe.

Section 4. 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 28th day of September, 2023.

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

NORTH BAY VILLAGE'S 2024-2025 LEGISLATIVE PRIORITIES AND APPROPRIATION REQUESTS

The following appropriations are established as North Bay Village's 2024 Legislative Priorities:

APPROPRIATIONS

1. North Bay Island Stormwater Pump Station - $850,000
2. Harbor Island Roadway Improvements - $700,000
3. Civic Park Lighting and ADA Improvements - $288,000
4. Inlet Filters Phase 3 - $250,000

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: **A Resolution Approving a Florida Department of Transportation (FDOT) Grant Contract for Sidewalk and ADA Improvements -** ***Village Manager Ralph Rosado, PhD, AICP (Capital Improvements Manager Delroy Peters)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $776,000 FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR SIDEWALK AND ADA IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A FEDERALLY-FUNDED GRANT AGREEMENT WITH FDOT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approve a funding contract that allows the Village to be reimbursed by the Florida Department of Transportation (FDOT) for sidewalk and ADA improvements throughout the Village.

*** Capital Improvement Project**

BACKGROUND AND ANALYSIS

North Bay Village was incorporated in 1945; since then, despite the number of families living in a relatively compact amount of land, the Village has never been particularly easy to navigate on foot. In many instances, residents and visitors have had to share the road with oncoming vehicles, presenting difficulties, particularly for wheelchair users and parents with young children in strollers.

More specifically:

- Harbor Island: Historically, Harbor Island has lacked a complete sidewalk network. In recent years, through the advocacy of the Village Commission at the state level and the diligent efforts of our Public Works team, we have been able to secure and utilize over a quarter of a million dollars to expand the island's network by more than half of mile. However, there's still work to be done, as we need approximately one-third of a mile of sidewalk, along with six (6) crosswalks and entrance safety improvements to the Island.
- Treasure Island: Although Treasure Island once completed the sidewalk network, it has suffered deterioration over time, requiring periodic sidewalk repair and replacement. In recent years, we've made progress by replacing 0.6 miles of the network and introducing new curbs, gutters, and crosswalks. Nevertheless, we still require roughly approximately 10,000 linear feet it of sidewalk improvements.
- North Bay Island – While not seeking a formal sidewalk network, North Bay Island could benefit from a pedestrian path connecting Coquina Drive with Center Bay Drive, near the island's entrance. The enhancement would enable residents to cross safely between the North East and North West portions of the Island and vice versa.

With advocacy from our Village Commission and the support from our State Representative and State Senator, this summer we were able to secure $350,000 from the State to make some of these improvements. That is part of the record amount ($1 million) that the Village secured this year from the State.

In addition, we are pleased to report that our Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP) Grant application, submitted in February, was ranked first out of almost two dozen grant applications in Miami-Dade. We have been awarded $426,000 to make assorted pedestrian improvements, bringing our total for this project to $776,000 in outside dollars.

Typically, FDOT funding is programmed to be available several years into the future, and this was to be the case here as well: the design dollars would be funded in state FY27 (which begins 7/1/26) and our construction dollars in state FY 29 (which begins 7/1/28). However, due to our program ranking and the Commission's and staff's eagerness to get this important project underway, FDOT has expedited both contract availability and funding availability. At our October Commission meeting, we will present a contract for the design/permitting of most of the overall pedestrian improvements, prioritizing Harbor Island crosswalks and sidewalks. Pedestrian improvements may be completed as soon as 2024.

It is recommended that the Village Commission authorize the Village Manager to negotiate and execute a federally-funded grant agreement from the Florida Department of Transportation (FDOT).

Approval of the item supports the Pillar of Livability of the NBV 100 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 place-making 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.)
We have been awarded $426,000 to make assorted pedestrian improvements, bringing our total for this project to $776,000 in outside dollars. The Village will be providing a match of $350,000, in Citizens' Independent Transportation Trust (CITT) Funds.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Accepting FDOT Grant Agreement ADA Sidewalk DOCX
LAP Agreement.docx
Exhibit A-R2.docx
Exhibit B.pdf
Exhibit C.doc
Exhibit D.docx
Exhibit E.docx
Exhibit F.docx
Exhibit G.docx
Exhibit H.pdf
Exhibit I state.pdf
Exhibit J.docx

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $776,000 FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR SIDEWALK AND ADA IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A FEDERALLY-FUNDED GRANT AGREEMENT WITH FDOT; 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

WHEREAS, the Village desires to make sidewalk improvements, including ADA improvements and sidewalk repair and installation, for segments located on Harbor Island and Treasure Island (the "Project"); and

WHEREAS, the Village submitted a grant application to the Florida Department of Transportation ("FDOT") for the Transportation Alternatives Set-Aside Program ("TA") Grant, which provides federal grant funding to local governments for smaller-scale transportation projects and activities that facilitate nonmotorized travel, including bicycle and pedestrian facilities, recreational trails, and other similar projects; and

WHEREAS, FDOT has awarded the Village a grant for the Project in the amount of $776,000, which includes federal funds in the amount of $426,000 and a state appropriation in the amount of $350,000 (the "Grant"); and

WHEREAS, in order to accept the Grant, the Village is required to contribute matching funds for the Project, in the amount of $350,000, as further set forth in the grant agreement attached hereto as Exhibit "A" (the "Grant Agreement"); and

WHEREAS, the Village Commission desires to accept the Grant and the Appropriation and authorize the Village Manager to negotiate and execute the Grant Agreement with the Florida Department of Transportation (the "Agreement"), in substantially the form attached hereto as Exhibit "A"; and

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

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

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

Section 2. Grant Accepted. That the Village Commission hereby accepts the Grant from FDOT for the Project.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to negotiate and execute the Grant 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. 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 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 28th day of September, 2023.

_____
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

FPN: 445787-2-54-01	FPN: 453606-1-58-01	FPN:
Federal No (FAIN):	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund:	Fund:	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No: 89 - MIAMI DADE COUNTY Contract No:
Recipient Vendor No: F596000388001 Recipient Unique Entity ID SAM No:

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and NORTH BAY VILLAGE ("Recipient").

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 Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in NORTH BAY VILLAGE - SIDEWALK AND ADA IMPROVEMENTS, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in 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.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before _____. 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 cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 1,126,000.00 . This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $ 776,000.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. 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"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. 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.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

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 level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was 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. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services 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.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services 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 goods or services 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), F.S.***, 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 an 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 Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. 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.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. 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.

k. 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.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these 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.

m. 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."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding 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.

7. 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. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time,

adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

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 federal awards or limit the authority of any state agency inspector general, the State of Florida 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 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures 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 federal awards provided 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, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. 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 expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida 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.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

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, the CFO, or State of Florida 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, the CFO, or State of Florida 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.

9. 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 law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may 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.

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 the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then 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.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to 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 to this Agreement that participation by the Department in a project with the Recipient, where said project 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, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

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. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. 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.

d. 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.

e. 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.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that 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 Agreement. The Recipient guarantees 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.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, 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. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. 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 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.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of 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.

d. 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.

e. 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.

f. 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.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. 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 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 subcontractor during the contract term.

n. 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.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. 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.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, 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. ☒ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ 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.

f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* 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.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT NORTH BAY VILLAGE

By: _____

Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name:
Title:

Legal Review:

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 445787-2-54-01, 453606-1-58-01

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

PROJECT DESCRIPTION: In compliance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA") and North Bay Village 2018 ADA Transition Plan, the Village wishes to complete phase III of its ADA Improvements project to include other road safety features. This phase will replace broken sidewalk segments, remove trip hazards from uneven sidewalk segments, install missing sidewalk segments to ensure full connectivity for pedestrian safety, reconstruct curbs and gutters, implement traffic calming and pedestrian safety improvements that enhance traffic circulation, crosswalks, and striping for enhanced visibility of roadway features.

The Village has identified several ADA improvements to enhance
pedestrian safety and access along local roadways. These include the installation of approximately:

- 1810 linear feet of missing sidewalks
- Six (6) Mid-block crosswalks
- 10,300 linear feet of sidewalk repaired
- Installation of a roundabout on the Harbor Island entrance

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: NA
b) Design to be completed by: 4/6/25
c) Right-of-Way requirements identified and provided to the Department by: 12/31/2024
d) Right-of-Way to be certified by:4/6/25
e) Construction contract to be let by:8/31/25
f) Construction to be completed by: 8/31/27

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:

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
North Bay Village 1700 KENNEDY CAUSEWAY SUITE 132 NORTH BAY VILLAGE, FL 33141	FM 445787-2-54-01 FM 453606-1-58-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48		$		$
FY: (Insert Program Name)	$		$	
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2027 (Local Program)	$ 426,000.00	$	$	$ 426,000.00
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 426,000.00	$ 0.00	$ 0.00	$ 426,000.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$ 0.00	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Design/ Construction/CEI/ - Phase 54)				
FY: 2024 (Local Transportation Project)	$ 700,000.00	$ 350,000.00	$ 350,000.00	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 700,000.00	$ 350,000.00	$ 350,000.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 1,126,000.00	$ 350,000.00	$ 350,000.00	$ 426,000.00

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.

District Grant Manager Name

Signature Date

EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1**
Award Amount:	**$426,000.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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.

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.

EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT I

STATE FUNDS ADDENDUM

RECITALS

1. The terms and provisions of this Addendum are incorporated in and made part of the Local Agency Program Agreement ("LAP") executed by the parties simultaneously with this Addendum.

2. This Addendum shall be merged into and made part of the LAP and both documents shall be collectively referred to as the "Agreement".

3. The primary funding source for the Project, as defined by the LAP, is derived from funds legislatively granted pursuant to Section 339.12, Florida Statutes.

4. The Department will also be funding a portion of the Project via monies distributed by the indicated program(s):

☐ County Incentive Grant Program (CIGP), Section 339.2817 F.S., CSFA 55.008

☐ Small County Outreach Program (SCOP), Section 339.2818 F.S., CSFA 55.009

☐ Small County Road Assistance Program (SCRAP), Section 339.2816 F.S., CSFA 55.016

☐ Transportation Regional Incentive Program (TRIP), Section 339.2819 F.S., CSFA 55.026

☒ Local Transportation Projects, CSFA 55.039

5. The distribution of funds is more specifically shown in Exhibit "B" of this Agreement.

6. The state resources awarded are subject to the Florida Single Audit Act, as indicated below.

The administration of resources awarded through the Department to North Bay Village (hereafter known as 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 Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida 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 State of Florida Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(m), 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.

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, Florida 32399-0405
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.

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 State of Florida 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 State of Florida 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.

H. All other terms and conditions of the Agreement shall remain unchanged unless otherwise stated in this Addendum.

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)
- ☒ Local Transportation Projects, CSFA 55.039

***Award Amount:** $350,000.00

*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

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **An Ordinance Amending the Unified Land Development Code (ULDC) Creating Section 8.10.2, "Payment in Satisfaction of Workforce Housing Requirements for Condominium Developments" (Privately-Initiated Amendment by 1755 JFK Owner LLC) - *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 THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: On September 12, 2023, the Commission voted 5-0 to move the alternate Staff ordinance (included as Attachment 5 to the Staff report) to second reading.

BACKGROUND AND ANALYSIS

Refer to attached Staff report and its attachments.

At the July 27th, 2023 meeting, the Planning and Zoning Board voted to recommend approval of Staff's proposed alternate ordinance to the Commission (included as Attachment 5 to the Staff report).

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

An outcome of the adoption and implementation of this ordinance would be the collection of funds in lieu of private construction of workforce housing. It would required the creation of a new fund and potential staffing to administer it. .

PERSONNEL IMPACT

The implementation of this ordinance likely would require the Village to designate or retain staff to administer the fund and programs financed by it.

ATTACHMENTS

Staff Report Workforce Housing Commission 091223.pdf
Attachment 1_Letter of Intent and Application Form dated July 13, 2023.pdf
Attachment 2_Workforce Housing Payment in-lieu Ordinance (Exhibit B).docx
Attachment 3_ Miami-Dade County Implementing Order IO 3-60 (Exhibit C).pdf
Attachment 4_Ordinance No. 2022-013.pdf
Attachment_5 ALTERNATE Workforce Housing Payment in-lieu Ordinance (Staff recommendation).docx
Attachment _5A ALTERNATE 1A Workforce Housing Payment in-Lieu Ordinance - rev 9-23-23.docx
DBR 07.27.23 PZB.pdf
DBR Mtg. Notice 09.28.23 .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: **September 12, 2023**

To: **Mayor and Village Commission**

From: **Silvia E. Vargas, FAICP, Village Planner**

Subject: **Amendment to ULDC – Create Section 8.10.2, "Payment in Satisfaction of Workforce Housing Requirements for Condominium Developments"**

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1. General Information

Applicant:	1755 JFK Owner, LLC
Applicant Address:	c/o 98 SE 7th Street, Ste 1100, Miami, FL
Site Address:	N/A
Site Acreage	N/A
Folio Number	N/A
Contact Person/Owner Representative:	Christopher A. Penelas Akerman LLP
Phone Number:	305.982.5678

2. Description of Applicant Request

This is a privately initiated amendment to the Village's Unified Land Development Code. The letter of intent and application form are included as Attachment 1. The Applicant seeks to create a new section 8.10.2 within Chapter 8 as proposed in Attachment 2, to allow for-sale residential and mixed-use projects with a residential component to pay in lieu of providing their workforce housing requirements onsite. This option would be available to for-sale projects that request a density bonus under the provisions of Sec. 8.10.1. Per the Applicant's letter of intent, rental communities would still be required to provide workforce housing pursuant to the Workforce Housing Program and would not be able to satisfy their requirements pursuant to the proposed amendment.

The formula for calculating the payment in-lieu-of (also referred to as payment in satisfaction) amount that is included in the proposed amendment is based on the formula Miami-Dade County uses for their payment in lieu of program (see Attachment 3, pages 9 – 11 of Miami-Dade County Implementing Order No: IO 3-60: Administration of the Workforce Housing Development Program).

The Applicant proposes the creation of a Workforce Housing Trust Fund, to be overseen by the Village Manager, to collect the payments in lieu of. The fund would be used to underwrite several programs designed to support and preserve housing affordability within the Village for qualified households, with priority given to first responders, teachers, healthcare workers, and residents. Potential programs include, but are not limited to, rental assistance grants to assist with rent payments; homeowners' assistance in the form of grants to assist with homeowners' or condominium association maintenance fees and special assessments; down payment assistance grants for homebuyers wishing to purchase property within the Village; grants to assist with the rehabilitation of owner-occupied units. Monies for the fund may also be used, by resolution of the Village Commission, to pay for services to administer the fund or the programs, or to provide the Village with strategic advice. Additional programs may be authorized by the Village Commission via resolution.

The Applicant offers the following rationale for the requested text amendment:

1. Under the existing provisions of the Village's Workforce Housing Program a developer must provide any requisite workforce housing units on-site pursuant to section 8.10.1 of the ULDC.
2. According to the Applicant, when a developer seeking approval of a for-sale project with density bonuses pursuant to the provisions of Sec. 8.10.1.2., the current form Workforce Housing Program raise a conflict because there currently is no alternative mechanism for satisfying the provision of workforce housing units or the ability to separate workforce housing units from market rate units.
3. While mixing workforce and market rate units within rental projects is feasible, according to the Applicant in a for-sale project the associated maintenance costs, special assessments, and taxes would essentially negate the affordability of workforce units.

3. Background

On November 2, 2022, the City Commission adopted per Ordinance 2022-013 (included as Attachment 4), creating Section 8.10.1 of the ULDC to establish mandatory minimum workforce housing unit requirements for all rental multifamily residential projects in the T6 and RM-70 zoning districts consisting of 75 units or more, as well as amending sections 8.12.5 and 8.15, to provide for workforce housing unit requirements in connection with density bonuses in the T6-24, T6-24mu, and T6-30 transect zones.

The purpose of this amendment was to expand the range of housing choices available to qualified households, and to comply with Miami-Dade County Ordinance No. 22-125, requiring municipalities to provide for workforce housing within the full breadth of workforce housing income ranges recognized by the County, specifically 60% to 140% of Miami-Dade County Area Medium Income.

The original ordinance focuses on workforce housing units provided in rental projects and does not address workforce housing in for-sale products. In the past, the Village has been concerned about internal capacity to administer a program that includes for-sale units. The proposed amendment would support expanding administrative and implementation capacity.

4. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

The proposed amendment is consistent with the following statements in the Housing of the Comprehensive Plan:

[…]

Policy 6.1.1: Review existing development regulations to ensure they promote long term sound housing and aesthetically pleasing neighborhood environments.

[…]

Policy 6.1.5: Ensure that future redevelopment studies identify opportunities to create or preserve affordable housing which is consistent with the requirements of law and the existing character and quality of the Village's housing stock.

[…]

Objective 6.3: The Village will identify and support programs to increase the range of affordable housing opportunities for very low, low, and moderate income families, as defined.

[…]

Policy 6.3.5: The Village shall explore amending the regulations of the Unified Land Development Code to include incentives for major new development and redevelopment that provide affordable housing for very low-, low and moderate-income families, and shall continue to monitor and calibrate the minimum requirements and incentives for the provision of workforce housing.

Policy 6.3.6: Seek to reduce policy barriers, eliminate excessive requirements, and incentivize housing affordability by streamlining the administrative approval and permitting process for developers proposing affordable and workforce housing.

[…]

Policy 6.4.3: The Village shall implement and apply a variety of housing affordability strategies for its residents…

[…]

The proposed amendment also generally continues to align with the vision and overarching goals for the Kennedy Boulevard corridor embraced in the NBV100 Master Plan.

NBV100 Master Plan – Pillars and Goals

The goal of NBV100 is to equip North Bay Village with the tools necessary to become a more complete, sustainable, and economically successful community that can adapt to the challenges

of a changing climate. The NBV100 vision is framed through three pillars and several related goals. The following assessment addresses each goal that relates to the modified Project.

Livability
The Livability principle focuses on the desire by the three-island community to have a stronger sense of place to more accurately reflect the existing civic pride, create a more people-centered public realm, and leverage the value of NBV's privileged but underutilized bay frontage. Key goals in making NBV a more livable home to its residents involve greater walkability; more public access to the waterfront; additional gathering spaces and services; and projecting a renewed and art-infused village image to the world.

(1) Prioritize people over cars.
(2) Embrace the waterfront.
(3) Improve the quality of life.
(4) Synergize public space to refresh NBV identity.

Staff Evaluation: Livability is the sum of the factors that add up to a community's quality of life. The ability to afford decent housing and to pay for related housing costs is an important factor in creating livability. The proposed text amendment advances this pillar by creating a means to fund programs that support and preserve housing affordability for Village residents.

Resiliency
In order to ensure its Resilience, NBV must address how to secure the perimeter of the islands to keep the bay water out while efficiently managing the water that does come ashore. Adjusting sea walls, raising grades, good infrastructure planning and maintenance, as well as responsible stewardship of the bayfront edge's natural ecosystem, will be primary objectives.

(1) Created in water.
(2) Protected from water.
(3) Thriving with water.

Staff Evaluation: The proposed text amendment supports resilience by facilitating the creation of a fund that could be used to subsidize improvements to the Village's older housing stock, though, for example, rehabilitation assistance grants.

Prosperity
The desire for Prosperity speaks to the shared goal to see the Village Center attract more retail, businesses and services that have found homes elsewhere in the region and bypassed NBV during prior boom years. The key to changing this pattern is linked to reinventing Kennedy Causeway as a welcoming pedestrian-oriented and business-friendly mixed-use main street and getting away from the existing car-oriented highway with disconnected shopping centers and isolated towers.

(*1) Capitalize on existing resources.*
(2) Increase private property value.
(3) Optimize and manage parking.
(4) Incentivize flexibility and predictability; and

Staff Evaluation: The proposed text amendment supports prosperity by facilitating the creation of a fund that could be used to alleviate the burden of housing costs for qualified households who aspire to live in, or remain in, North Bay Village. The proposed amendment also gives priority in

the proposed programs to first responders, teachers, health care workers, and employees of the Village.

5. ULDC Text Amendment Approval Criteria

The ULDC does not have specific criteria to evaluate a text amendment to the Code but requires any changes be in general accord with sound comprehensive planning and zoning principles and consistency with the NBV Comprehensive Plan.

Chapter 4 – Administration and Enforcement, Division 3. – Amendments and Changes to Unified Land Development Code and Comprehensive Plan
4.17 – Amendments to the Unified Land Development Code.

C. *Amendments that do not rezone property or substantially change uses permitted in zoning districts.* Amendments to the Unified Land Development Code that do not rezone property or substantially change uses permitted in zoning districts shall be in general accord with sound comprehensive planning and zoning principles and consistent with the adopted Comprehensive Plan.

6. Compliance with Unified Land Development Code

The current requirement in Sec. 8.10.1 aligns with the Village's intent to support housing affordability for its residents. As structured, the current Workforce Housing Program require that for-rent project's with more than 75 units within the T6-24, T6-30, T6-24MU and RM-70 zoning districts must provide a minimum of 5% of their units as workforce housing.

In addition, developments within the T6-24, T6-24MU, and T6-30 zoning districts may be granted a density bonus in exchange for providing workforce housing and the payment certain community contributions fees. However, the current program leaves a gap in providing for-sale projects seeking the density bonuses practical options to meet their requirement. The proposed amendment helps to fill that gap, while provided the Village with the ability to fund other types of programs that could help preserve and promote the affordability and sustainability of existing housing, while expanding choice for a variety of households, present and future, who qualify under the workforce housing criteria.

The WFH Program was enacted by the Village to spur development in the Village and to incentivize the development of workforce housing units.

If adopted, the proposed amendment would require any future for-sale development projects within the T6 and RM-70 districts which are seeking density bonus approval to comply with the amended regulations. The "in-lieu" fee calculation is provided by a developer at the time of site plan approval, with the intent of information the Village which option they intend to pursue to satisfy their workforce housing requirement pursuant to this section.

Recommendation

Staff finds that the proposed amendment is generally in keeping with the spirit and intent of the Comprehensive Plan, the NBV100 Master Plan, and is in alignment with, and complementary to, Sec. 8.10.1. Staff recommends approval with several changes, as presented in the alternate ordinance document included as Attachment 5. The language proposed by Staff is shown in track changes.

At a meeting held on July 27, 2023, the Planning and Zoning Board unanimously voted to recommend approval of Staff's alternate ordinance, as presented.

Conditions

N/A

List of Attachments to Staff Report

Attachment 1 – Letter of Intent and Application Form Requesting the Amendment, dated June 11, 2023
Attachment 2 – Workforce Housing Payment in Lieu of Ordinance (Exhibit B)
Attachment 3 – Miami-Dade County Implementing Order No: IO 3-60: Administration of the Workforce Housing Development Program
Attachment 4 – Ordinance No. 2022-013
Attachment 5 – **ALTERNATE** Workforce Payment in Lieu of Ordinance (Staff recommendation) – RECOMMENDED BY THE PLANNING AND ZONING BOARD

akerman

Christopher A. Penelas

Akerman LLP
Three Brickell City Centre
98 Southeast Seventh Street
Suite 1100
Miami, FL 33131

Tel: 305.982.5678

July 11, 2023

Silvia E. Vargas, FAICP, LEED AP
Village Planner
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

Re: Letter of Intent to Amend the Unified Land Development Code – Creation of section 8.10.2 entitled "Payment in Satisfaction of Workforce Housing Requirements for Condominium Developments"

Dear Ms. Vargas:

On behalf of 1755 JFK Owner, LLC ("Applicant"), owner of the property located at 1755 Kennedy Causeway ("Property") in North Bay Village ("Village"), please accept this letter of intent and application for a text amendment to the Village's Unified Land Development Code ("ULDC") to allow for a payment in satisfaction of workforce housing requirements for for-sale developments.

The Village's Workforce Housing Program

Section 8.10.1 of the ULDC outlines the Village's workforce housing program ("WFH Program"). The WFH program requires that for-rent project's with more than 75 units within the T6-24, T6-30, T6-24MU and RM-70 zoning districts must provide a minimum of 5% of their units as workforce housing.

Further, developments within the T6-24, T6-24MU, and T6-30 zoning districts (both for-rent or for-sale may qualify) may receive a density bonus in exchange for providing workforce housing and the payment certain community contributions fees. Projects are eligible for density up to 120 units an acre in exchange for 5% of its units being used as workforce housing or 150 dwelling units an acre in exchange for 10% of its units being used as workforce housing.

The WFH Program was enacted by the Village to spur development in the Village and to incentivize the development of workforce housing units. To date, there has not been a workforce housing unit provided within the Village pursuant to the WFH Program.

The Dilemma

Under the existing provisions of the WFH Program a developer must provide any requisite workforce housing units on-site pursuant to section 8.10.1 of the ULDC. Currently, the WFH Program does not provide any alternative mechanism for satisfying the provision of workforce housing units or the ability to separate workforce housing units from market rate units.

This creates an issue both for the developer of the workforce housing unit and the eventual tenant or owner of said unit. The relevant problem arises in the scenario where a developer intends on developing a for-sale community at its maximum development potential (including density bonuses pursuant to the WFH Program) in order to justify the development. In this scenario, a developer would have to provide 10% of the project's units as workforce housing.

However, because of the maintenance costs, special assessments, and taxes associated with owning or operating a workforce housing unit within a for-sale development the intent of the WFH Program becomes practically unachievable. While the unit itself may be occupied by a qualified family, the cost of maintenance, special assessments, and taxes make the "workforce housing unit" unaffordable for qualified households without further assistance. Ultimately, it is not financially feasible to provide workforce housing units within a for-sale condominium building in the Village.

Proposed Amendment

In order to resolve the dilemma outlined above, the Applicant is proposing to amend the ULDC as proposed in Exhibit "B" ("Amendment"). The Amendment would create section 8.10.2 of the ULDC and allow for a payment in satisfaction of a for-sale project's workforce housing requirements.[1] The payment in satisfaction formula included in the Amendment is based on the formula Miami-Dade County uses for their payment in lieu program. *See* pages 9 – 11 of Miami-Dade County Implementing Order No: IO 3-60: Administration of the Workforce Housing Development Program attached as Exhibit "C".

The Miami-Dade County formula has been adapted to better suit the current market conditions in the Village. The Amendment purposes to calculate the payment in satisfaction of workforce housing requirements at the time of site-plan approval using the following formula:

Village-wide median sales price	*(minus)*	*Affordable Purchase Price*	*(equals)*	*Payment in lieu per unit.*

[1] Note, the Amendment would only apply to for-sale projects within the Village. Rental communities would still be required to provide workforce housing pursuant to the WFH Program and would not be able to satisfy their requirements pursuant to the Amendment.

The village-wide median sale price shall be established by the Developer at the time of site plan approval by averaging the sales price of all apartments sold in the Village over the past two-years using the Miami-Dade County Property Appraiser's public records. The affordable purchase price shall be the most recent estimated purchase price for a family of four at 100 percent of median family income issued by Miami-Dade County. *See* Exhibit "D" for a copy of the 2021 Miami-Dade County Income chart for Mortgage Analysis.

The intent of the formula outlined above is to calculate and capture the benefit conferred upon the Village by the WFH Program in financial terms. *See* Exhibit "B" for a sample calculation. Further, the Amendment purposes to create a Workforce Housing Trust Fund, to be overseen by the Village Manager or their designee, in order to collect any payments made pursuant to the Amendment and utilize those funds for a number of programs aimed at maintaining affordability in the Village.

The Amendment purposes the following programs in which the monies deposited in the Workforce Housing Trust Fund may be used: (a) rental assistance program (b) homeowners' assistance program, (c) down payment assistance, (d) rehabilitation assistance, and consulting services. Further, the Village Commission may add additional programs via resolution. Lastly, the Amendment gives priority participation to the Village's first responders, teachers, healthcare workers, and residents.

Conclusion

The approval of Applicant's Amendment will allow the Village flexibility in employing the benefits conferred by the WFH Program. The Amendment will provide the Village with several tools to maintain affordability in the Village for new and existing residents alike, while also allowing developers flexibility in their projects. We therefore respectfully request your favorable review of the Amendment. Please do not hesitate to contact me should you have any questions related to this matter. Thank you for your consideration.

Sincerely,

Christopher A. Penelas

Christopher A. Penelas

cc: Dr. Ralph Rosado, Ph.D., AICP
Neisen O. Kasdin, Akerman LLP

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

NORTH BAY VILLAGE
EST. 1945

APPLICATION FOR ZONING CHANGE, INCLUDING REGULATING PLAN AND SPECIAL AREA PLAN APPROVAL

Zoning Map Amendment _____ **Special Area Plan** _____

ULDC Text Amendment X

This application form is to be used to petition for amendments to the North Bay Village Zoning Map or Form-Based Code Regulating Plan, or for amendments to the text of the North Bay Village Unified Land Development Code (ULDC) pursuant to Sections 4.15 and 4.17 and Subsection 15.2.G. of the ULDC.

Submit your application, with all the required information to the Village Planning and Zoning Official. The application and all supplemental forms and data may be submitted electronically for review 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.

This application, including supporting materials, must be completed in accordance with the attached instructions and submitted to NORTH BAY VILLAGE with the required fees pursuant to the most up-to-date Fee Schedule. Accepted payment methods for the required fees are check or 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.

Amendments to the Unified Land Development Code (ULDC) and amendments to boundaries of the Zoning District Map are subject to the requirements and procedures of Section 4.4 of the ULDC (Public hearing, public notice, and adoption requirements and procedures).

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Applicant Name: Christopher Penelas, Esq. on Behalf of 1755 JFK Owner, LLC
   (If different from Owner)
2. Contact Phone: 3059825678 Email Address: Christopher.penelas@akerman.com
3. Mailing Address 98 Southeast Seventh Street Suite 1100 Miami, FL

For ULDC Text Amendment:

1. Proposed section to be changed and description of proposed change(s) (use separate page as needed)

Section 8.10.1 of the ULDC - See attached letter of Intent

2. Reason for Request: See attached letter of intent

For Zoning Map Amendment, including Special Area Plan:

1. Property Owner Name: _____
2. Contact Phone: _____ Email Address: _____
3. Mailing Address: _____
4. Site Address: _____
5. Legal Description of Property: _____
6. Folio Number(s): _____
7. Lot Size (Acres): _____
8. Existing Zoning Designation: _____ Zoning Requested: _____
9. Reason for Request: _____

APPLICANT AFFIDAVIT

I (We) the undersigned, am (are) the Attorney (designate one: owner, tenant, agent, attorney) 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 Section 4.4 of the ULDC. This affidavit is subject to penalties of law (Perjury). 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.

C.

Signature

Christopher Penelas, Attorney for Applicant

Title (if applicable)

Corporate Seal (affix if applicable)

Sworn to and subscribed to before me this 5 day of June, 2023

MARTA ACOSTA
MY COMMISSION EXPIRES
MAY 5, 2024
NOTARY PUBLIC STATE OF FLORIDA

Notary

Public Commission expires: May 5 2024

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: 06/05/2023

Relationship to the project: (e.g., property owner, architect, developer, attorney)

Attorney

Full Name: Christopher A. Penelas

Current Address: 98 Southeast Seventh Street

City: Miami State: FL Zip: 33131

Telephone: 3059825678 Email: Christopher.penelas@akerman.com

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 5 DAY OF June, 2023

Notary Public, State of Florida at Large

My Commission expires May 5, 2024.

MARTA ACOSTA
MY COMMISSION EXPIRES MAY 5, 2024
#GG 984593
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

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.

CONDITIONS FOR APPROVAL OF A REZONING REQUEST

SEC. 4.17.A.(2): Spot Zoning is prohibited. Individuals seeking to have property rezoned for their private use shall show evidence that their application meets one or more of the following:

(1) Consideration of the general welfare of the public;

(2) The effect on the surrounding property (including adequate buffers);

(3) Whether all uses permitted in the classification sought are appropriate to the location proposed; or

(4) Conformity to generally accepted Comprehensive Planning and zoning principles (including alterations to the population density patterns and increase of load on utilities, schools, and traffic)

In addition, the application shall demonstrate that:

b. The proposed change is in conformity with the Comprehensive Plan.

c. The proposed rezoning would not grant privileges not generally extended to property similarly located in the area.

SEC. 4.17.B.(1): No proposed zoning amendment that rezone property or substantially changes the uses permitted in zoning districts shall be approved unless:

a. The proposed amendment will place all property similarly situated in the area in the same category, or in appropriate complementary categories.

b. There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest, and not merely in the interest of an individual or small group of people.

c. There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which an applicant states he intends to make of the property involved).

d. There is convincing evidence that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.

e. The proposed change is in accord with the Comprehensive Plan and sound Comprehensive Planning and zoning principles.

SEC. 4.17.C.: Amendments to the Unified Land Development Code that do not rezone property or substantially change uses permitted in zoning districts shall be in general accord with sound comprehensive planning and zoning principles and consistent with the adopted Comprehensive Plan. (Procedures to permit minor deviations from uses allowed in the Urban Core Zone by Warrant, are set forth in Chapter 15, Section 15.1.H.)

CRITERIA FOR SPECIAL AREA PLAN

SUBSEC 15.2.G. Special Area Plan:
The purpose of a Special Area Plan is to allow parcels of at least two (2) Abutting acres in size to be master planned so as to allow greater integration of public improvements and Infrastructure, to enable connectivity; to encourage a variety of Building Heights, massing, and to provide high quality design elements and greater flexibility so as to result in higher or specialized quality building and Streetscape design within the Special Area Plan, to further the intent of this Code expressed in Section 15.1.

1. General.
   a. The single or multiple owner(s) of Abutting properties in excess of two (2) acres may apply for a rezoning to a Special Area Plan and shall be approved by the process of rezoning following review by the Planning and Zoning Board and Village Commission with the site plan approval process.
   b. All regulations of the underlying Transect Zone and this [Form Based] Code that are not otherwise addressed by the SAP shall apply.
   c. A Special Area Plan shall assign Thoroughfares (as appropriate), Cross Block Pedestrian Passages, and Civic Spaces, with appropriate transitions to Abutting areas. Guidelines for Thoroughfares and Public Frontages may be adjusted to the particular circumstances of the Special Area Plan.
   d. A Special Area Plan shall include a site plan, map of the proposed layout, circulation, view corridors, and the standards that deviate from the requirements of Chapter 15, Section 15.3., and this Code.
   e. A Special Area Plan shall assign at least five percent (5%) of its aggregated Lot Area to a Civic Space Type. The developer shall be responsible for constructing any required public improvements within the Special Area Plan, including but not limited to the Civic Spaces, and Thoroughfares.
   f. Development within the Special Area Plan shall be pursuant to a recorded development agreement that will establish the allocation of Civic Spaces, Thoroughfares, and Building area among the Building sites.
   g. Unless a Building is specifically approved as part of the Special Area Plan, any Building shall be reviewed by the Planning & Zoning Official for conformance with the Special Area Plan and this Code and referred to the Village Manager for final approval per the requirements of Section 5.9, prior to issuance of the Building Permit.
   h. A parking management program that enables shared parking among public and private Uses.
   i. Flexible allocation of development capacity and Height, excluding Density on individual sites within the Special Area Plan may be allowed so long as the capacity or Height distribution does not result in development that is out of Scale or character with the surrounding area, and provides for appropriate transitions.

APPLICANT CHECKLIST

Applications are incomplete until all materials have been received by the Planning and Zoning Official. Applicant must provide the following upon submittal of application:

- ☒ Complete Application, including all required forms, signed by applicant or, if applicable, property owner or owner's representative.
- ☐ Letter of Authorization from property owner (if applicable).
- ☐ Proof of ownership (if applicable).
- ☒ Letter of intent, signed by the Applicant, explaining the nature of the request, justification for the proposed amendment, and evidence that the request complies with the applicable criteria of Section 4.17 of the North Bay Village Unified Land Development Code. Insufficient justification may result in denial of the application.
- ☐ Certified Land Survey dated within two (2) years of the application filing date, reflecting all current conditions (if applicable).
- ☐ Legal description (if applicable).
- ☐ Map indicating the present and the proposed rezoning of the property (if applicable).
- ☐ Conceptual site plan of proposed project eliciting the rezoning request, if applicable, including:
  - Total acreage
  - Dwelling units per acre
  - Gross floor area
  - Building height
  - Floor area ratio
- ☐ Level of Service Assessment based on the projected development capacity of land proposed for rezoning or land impacted by proposed text amendment, as applicable.
- ☒ Filing fees and cost recovery deposit (Refer to the most current North Bay Village Fee Schedule).

*** Supporting materials may be submitted electronically for review. Physical copies of materials may be requested prior to public hearing***

Office Use Only:

Date Submitted: _____

Date Paid: _____

Cash or Check #_____

Total Paid: $_____

Filing Fee: $_____

Cost Recovery Dep: $_____

Index of Documents

Exhibit "A"	ULDC Text Amendment Application
Exhibit "B"	Proposed Ordinance and its Exhibits
Exhibit "C"	Miami-Dade County Implementing Order IO 3-60
Exhibit "D"	Miami-Dade County 2021 Income chart for Mortgage Analysis

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (“ULDC”) TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; 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, on February 9, 2021, the Village Commission adopted Ordinance 2021-004, creating Chapter 15, “Form-Based Code,” to implement the vision and goals of the NBV100 Master Plan, a master visioning and planning process guided by principles which originated from the common concerns of North Bay Village residents, and 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, as part of the Form-Based Code, the Village Commission adopted a Workforce Housing Program to advance the NBV100 Master Plan goals of Livability, Resilience, and Prosperity; and

WHEREAS, the Village Commission finds that the promotion of workforce housing is an important goal that is needed by the community's residents and is conducive to a vibrant, functional Village by providing housing opportunities for multiple income levels;

WHEREAS, while rents and for-sale prices can be controlled, condominium projects create unique challenges for the incorporation of workforce housing units because of condominium maintenance and special assessment obligations that will come under the control of condominium boards that need the ability to modify them to respond to the evolving maintenance needs of buildings as laws change and buildings age; and

WHEREAS, due to these concerns, on November 2, 2022, the Village Commission adopted Ordinance 2022-013, amending the workforce housing program, which among other things, amended the workforce housing program, applying it Village-wide through its incorporation into Chapter 8 of the ULDC, to require such income-restricted housing

only in for-rent projects with over 75 units located in the T6 or RM-70 zoning districts and for density bonuses, and amended the applicable Area Medium Income to match that of Miami-Dade County; and

WHEREAS, the Village Commission seeks to further promote workforce housing within the Village by creating a payment in-lieu mechanism for condominium developments to fund certain workforce housing programs as an alternative to the on-site provision of workforce housing units; and

WHEREAS, the Village has identified the payment in-lieu of workforce housing as an equitable alternative, to effectuate for-sale properties participation in the program; and

WHEREAS, the funds collected by the payment in-lieu program will be used by the Village to fund certain workforce housing initiatives in an effort to maintain affordability in the Village; and

WHEREAS, the ULDC and the modifications provided herein are consistent with the NBV100 Master Plan, the Village's Comprehensive Plan, and the Florida Community Planning Act; and

WHEREAS, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended approval to the Mayor and the Village Commission; 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_____; and

WHEREAS, the Mayor and Commission find that this Ordinance is in the best interest of the community.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:[1]

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Chapter 8 of the Village's ULDC. That Chapter 8, entitled "Zoning" of the Unified Land Development Code of North Bay Village, Florida is hereby amended to read as provided in **Exhibit "A**,**"** which is incorporated herein and made a part hereof by this reference.

Section 3. Legislative Intent. It is the intent of the Village Commission that the provisions of this Ordinance be implemented as shown in the worksheet provided as

[1] Coding: ~~Strikethrough words~~ are deletions to the existing text. Underlined words are additions to the existing text. Changes between first and second reading are indicated with a ~~double strikethrough~~ and double underline.

Exhibit "B". The sample calculations contained therein shall be used as a template for future calculations.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. 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 re-lettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Implementation. The Village Manager is authorized to take whatever actions necessary to implement this Ordinance, including but not limited to establishing a workforce housing trust fund. Monies deposited into the trust fund based on this Ordinance shall be subject to all procurement requirements of the Village Charter and Code. Project's with an active site plan approval obtained prior to the adoption of this Ordinance shall have thirty days from the adoption of this Ordinance to notify the Village of their intent to satisfy their workforce housing requirements pursuant to provisions provided herein. For previously approved projects with an active site plan, the date of notification shall serve as the date of site plan approval for the purpose of data calculations and the applicable payment schedule.

Section 7. 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 8. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

[Intentionally Left Blank]

PASSED on first reading on the ____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2023.

_____
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 Reading:
Moved By:
Seconded By:

Second Reading:
Moved By:
Seconded By:

Vote on Final Adoption:
Mayor Brent Latham
Vice Mayor Richard Chevrony
Commissioner Goren Cuk
Commissioner Andrew Rotondaro
Commissioner Rachel Streitfeld

Exhibit A

AMENDING CHAPTER 8 OF THE ULDC

[…]

§. 8.10.1 - Workforce Housing Program

[…]

Applicability: The workforce housing requirements described above shall be satisfied through on-site provision of qualifying units for ~~apply to~~ multifamily residential developments located on parcels zoned T6-24, T6-30, T6-24MU or RM-70 that are offered for rent; as well as to any multifamily residential project approved for sale but which converts to for-rent units within five (5) years of issuance of a Certificate of Occupancy (CO). All CO's issued for a for-sale multifamily development shall include a condition referencing this requirement. For-sale condominium developments may provide for development of workforce housing units on-site or may instead satisfy workforce housing obligations through a payment in-lieu of workforce housing, as set forth in Section 8.10.2, at the applicant's option.

[…]

§. 8.10.2 – Payment in Satisfaction of Workforce Housing Requirements for Condominium Developments

The provision of workforce housing units within a for-sale development may be satisfied by a developer paying an "in-lieu" fee to the Village to be deposited in the Village's workforce housing trust fund. The "in-lieu" fee calculation shall be calculated at the time of site plan approval and the developer shall determine whether to satisfy their workforce housing requirement pursuant to this section or provide them on-site prior to site plan approval and inform the Village accordingly. The Developer shall be responsible for providing the Village with the necessary data and calculations for their review. This program is intended to allow the Village flexibility in the provision and maintenance of workforce housing.

1. *Definitions.* This subsection provides definitions for terms used in this section that are technical in nature. If there is a conflict between this section and other definitions provided in the Code, this subsection shall take precedence.

    a. *"Affordable Purchase Price"* shall be the most recent estimated purchase price for a family of four at 100 percent of median family income issued by Miami-Dade County.

    b. *"Village-wide median sales*" shall be established by the Developer, subject to review and approval by the Village Manager or their designee, at the time

the project receives site plan approval. The figure shall be established by averaging the sales price of apartments sold in the Village over the past two-years. The sales data shall be based on the Miami-Dade County Property Appraiser's public records and sales under $5,000 shall not be taken into account.

2. *Fee Calculation*. The "in-lieu" fee shall be calculated at the time of site plan approval as follows:

Village-wide median sales price

(minus)

Affordable Purchase Price

(equals)

Payment in-lieu per unit.

3. *Fee Collection.* Should the developer elect to satisfy the provision of workforce housing pursuant to this section they shall have the option to select between the following payment options:

    a. 10% of the “in-lieu” fee within 30 days of site plan approval, with the remaining 90% due to the Village prior to the issuance of the project's master building permit; or

    b. 25% of the “in-lieu” fee within a year of site plan approval, with the remaining 75% due to the Village prior to the issuance of the project's master building permit.

    Developer shall inform the Village of which payment option they have selected at the time of site plan approval. All payments to the Village are non-refundable and any density obtained on their basis is conditioned upon the applicant or property owner maintaining the site plan approval as valid. If the site plan approval expires, both the density and any payments made thereon shall be forfeited to the Village.

4. *Workforce Housing Trust Fund*. The Village shall establish a workforce housing trust fund for the purpose of collecting all funds related to Village's workforce housing programs pursuant to this article.

    a. The funds collected for deposit in the workforce housing trust fund may be utilized for the following workforce housing programs:

i. *Rental Assistance Program.* The Village shall be permitted to establish a rental assistance program in which the funds collected pursuant to this section may be used to fund grants to assist qualified households with rental payments to help maintain affordability in the Village. To qualify for a grant, a household must submit an application, in a form to be provided by the Village Manager and Village Attorney, establishing their status as a qualified household. Then the Village Manager or their designee shall hold a lottery to determine who should receive the available grants. Priority shall be given as provided in section 8.10.2(5).

ii. *Homeowner Assistance Program.* The Village shall be permitted to establish a homeowner assistance program in which the funds collected pursuant to this section may be used to fund grants to assist qualified households with homeowners' or condominium association maintenance fees and special assessments to maintain affordability in the Village. To qualify for a grant, a household must submit an application, in a form to be provided by the Village Manager and Village Attorney, establishing their status as a qualified household. Then the Village Manager or their designee shall hold a lottery to determine who should receive the available grants. Priority shall be given as provided in section 8.10.2(5).

iii. *Down Payment Assistance.* The Village shall be permitted to establish a down payment assistance grant program in which the funds collected pursuant to this section may be used to fund grants to assist qualified households with down payments to purchase property within the Village. To qualify for a grant, a household must submit an application, in a form to be provided by the Village Manager and Village Attorney, establishing their status as a qualified household. Then the Village Manager or their designee shall hold a lottery to determine who should receive the available grants. Priority shall be given as provided in section 8.10.2(5).

iv. *Rehabilitation Assistance Grant Program.* The Village shall be permitted to establish a rehabilitation assistance grant program in which the funds collected pursuant to this section may be used to fund grants to assist qualified households with the rehabilitation of owner-occupied units. To qualify for a grant, a household must submit an application, in a form to be provided by the Village Manager and Village Attorney, establishing their status as a qualified household. Then the Village Manager or their designee shall hold a lottery to determine who should receive the available grants. Priority shall be given as provided in section 8.10.2(5).

v. *Administration; Consulting Services*. The Village may use a portion of the trust fund monies to administer the fund or retain consulting services, through resolution of the Village Commission, to administer the provisions of this section and/or provide the Village with strategic advice regarding the provision of workforce housing within its jurisdiction.

b. The Village Commission may from time to time authorize additional programs which may be funded through the workforce housing trust fund by resolution.

c. The Village Manager, or their designee, shall provide the required supervision for the workforce housing trust account and shall oversee the account, with all expenditures made pursuant to the Village Charter and Code. A financial status report on the workforce housing trust account shall be provided to the Village Commission on or before October 1 of each calendar year.

5. *Essential Worker Prioritization*.

a. The programs created pursuant to sub-section 4 shall give priority to the following types of essential workers, provided that any essential worker household applying for assistance under such programs shall qualify pursuant to the income guidelines established in Sec. 8.10.1 of the ULDC:

i. North Bay Village Police, Fire Department employee or general employees of North Bay Village.

ii. Miami-Dade County Public School employees working at a school in North Bay Village.

iii. Licensed health professionals working in North Bay Village.

iv. Residents employed by North Bay Village.

b. The priority list may be modified or supplemented from time to time by Village Commission resolution; however, nothing shall preclude other eligible households from applying for the workforce housing programs and being considered for the Village's workforce housing programs.

Exhibit "B"

SAMPLE CALCULATION

PROPOSED PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS:

The payment in-lieu formula included in the proposed ordinance ("Ordinance") is based on the formula detailed in Miami-Dade County ("County") Implementing Order No: IO 3-60: Administration of the Workforce Housing Development Program. The County formula has been adapted to better suit the current market conditions in North Bay Village.

If the proposed Ordinance is adopted, the payment in-lieu for each required workforce housing unit would be determined at the time of site plan approval according to the following formula:

Village-wide median sales price

(minus)

Affordable Purchase Price

(equals)

Payment in-lieu per unit.

DEFINITIONS:

The Ordinance proposes the following definitions for the factors listed above:

"*Affordable Purchase Price*" shall be the most recent estimated purchase price for a family of four at 100 percent of median family income issued by Miami-Dade County.

"*Village-wide median sales*" shall be established by the Developer, subject to review and approval by the Village Manager or their designee, at the time the project receives site plan approval. The figure shall be established by averaging the sales price of apartments sold in the Village over the past two-years. The sales data shall be based on the Miami-Dade County Property Appraiser's public records and sales under $5,000 shall not be taken into account.

SUPPORTING DATA

NORTH BAY VILLAGE – MEDIAN SALES PRICE FOR 2022 & 2023

In accordance with the definition provided in the Ordinance, the data reflected below was pulled from the Miami-Dade County Property Appraiser's public records and is based on the median sales price of the current & previous year at time of site plan approval (which for the purpose of this analysis we have assumed is July 2023).

Appraisal/NBV Sales Report for 2022 and 2023:

- 2022 Median Sales Price: $379,078.31
- 2023 Median Sales Price: $457,952.63
- 2022 & 2023 COMBINED Median Sales Price: **$418,515.47**

AFFORDABLE PURCHASE PRICE FOR A FAMILY OF 4:[2]

Area Median Income (AMI %)	***Area Median Income ($ Amt.)***	***Estimated Purchase Price***
60%	$54,200.00	$142,275.00
80%	$72,300.00	$189,780.00
100%	**$90,400.00**	**$237,300.00**
120%	$108,480.00	$284,760.00
140%	$126,560.00	$299,900.00

*Note: The proposed calculation is based on the affordable purchase price at time of site plan approval. The data shown above is from 2021 because it is readily available, and the County has not yet released updated data.

Based on the chart above, the Affordable Purchase Price would be $237,300.00 according to the Ordinance.

SAMPLE CALCULATION:

[2] Affordable purchase price is based on mortgage amounts. All mortgage amounts were calculated at 3.75% interest rate amortized over 30 years utilizing a 5% down payment. The monthly housing expense (MHE) is approximately 25% debt-to-income ratio (DTIR) to allow flexibility for lenders utilizing MIP or PMI as applicable. Closing Costs estimated at approximately 7% of the purchase Price. Purchasers will be required to have a cash flow to cover the 5% down payment and the closing costs.

Note this sample calculation assumes that site plan approval occurred in July 2023 and employs the supporting data provided above.

$418,515.47(Village-wide median sales price)

(minus)

$237,300 (Affordable Purchase Price)

(equals)

$181,215.47 (Payment in-lieu per unit)

To illustrate further, if a project is to provide twenty workforce housing units as part of their program, then the payment in-lieu would total **$3,624,309.40**

Implementing Order No.: IO 3-60

Title: ADMINISTRATION OF THE WORKFORCE HOUSING DEVELOPMENT PROGRAM

Ordered: 07/06/2017 **Effective: 07/16/2017**

AUTHORITY:
Section 4.02 of the Miami-Dade County Home Rule Amendment and Charter, Ordinance No. 3-45.

SUPERSEDES:
This Implementing Order supersedes Implementing Order No. 3-60 approved October 6, 2016, effective October 16, 2016.

POLICY:
It is the responsibility of the County Mayor or County Mayor's designee to implement the Workforce Housing Development Program enacted by the Board of County Commissioners and to develop program guidelines and plans. This Implementing Order establishes the process and procedures for administering the program, including determining eligibility for participation in the Workforce Housing Development Program, and the sales and rental prices for workforce housing units.

APPLICABILITY:
The provisions of this article shall apply to all covered development subject to the provisions of Chapter 33, Article XIIA and Chapter 17, Article IX of the Code of Miami-Dade County, as amended.

PURPOSE:
The County Mayor or County Mayor's designee, through Miami-Dade Public Housing and Community Development, Regulatory and Economic Resources, or their successor agencies or departments, shall oversee the administration of the Workforce Housing Development Program as established through this implementing order. This implementing order establishes the zoning application process, eligibility criteria, maximum sales and rental prices, and unit specifications, along with provisions for sale and re-sale price controls, enforcement and appeals.

DEFINITIONS:
"Applicant" means a developer as defined in this section.

"Application" means any request for zoning approval to develop residential uses pursuant to Chapter 33, Article XIIA or other zoning action to develop workforce housing units.

"Area median income" or **"median family income"** means the median income level for the Miami-Dade County Metropolitan Statistical Area, as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development, and adjusted for household size.

"At one location" means all land owned by the applicant, including:

(a) All adjacent parcels, the property lines of which are contiguous at any point; or

(b) All adjacent parcels, the property lines of which are separated only by a public or private street, road, highway or utility right-of-way, or other public or private right-of-way at any point; or

(c) All adjacent parcels, under common ownership or control of the applicant, including land owned or controlled by any business entities in which the applicant or immediate family members of the applicant possesses any form of management control.

“Certificate of qualification” means a certificate issued by the Housing Department or qualified designee establishing a qualified household’s eligibility to purchase or rent a workforce housing unit (“WHU”). Certificates of qualification shall be issued by the Housing Department or qualified designee within 10 days of completion of application package and shall be valid for 12 months. The Housing Department may authorize a property owner or developer to issue certificates of qualification, subject to verification by the Housing Department.

“Condominium” means that form of ownership of real property created pursuant to Chapter 718 of the Florida Statutes, which is comprised entirely of units that are owned by one or more persons, and which there is, appurtenant to each unit, an undivided share in common elements.

"Condominium conversion" has the meaning established by sections 718.604-718.622 of the Florida Statutes.

“Control period” means each 20-year period during which the affordability restrictions imposed by this article shall apply. The control period begins at the time of any sale or resale of the affected unit by every new WHU owner.

“Covered development” means all developments required to provide WHUs or monetary contributions in lieu thereof pursuant to Chapter 33, Article XIIA of the Code of Miami-Dade County or as otherwise set forth in this implementing order.

“Developer” means any person, firm, corporation, partnership, limited liability company, association, joint venture, or any entity or combination of entities that apply for development orders or permits for residential dwelling units, but does not include the state or any county, municipality, or any governmental entity.

“Eligible household” means a household whose total income is between 60 percent and up to140 percent of Area Median Income.

“Eligible household income” means any income derived by any proposed occupants of a WHU who are 18 years of age or older and who will use the WHU as their primary residence.

“Household” means any natural person who occupies a WHU as their primary residence.

“Housing Department” means, unless otherwise indicated, the Miami-Dade Public Housing and Community Development Department or any successor agency or department.

“Housing Director” means the Director of the Housing Department or designee.

“Market rate dwelling units” means all dwelling units in a covered development that are not WHUs as defined herein.

“Multi-Family Development” is a development with attached residential dwelling units in which the units are either rented as a part of a development that is under a single ownership or are sold in a condominium or cooperative form of ownership.

“Qualified household” means an eligible household that has received a certificate of qualification.

“Qualified Improvement” means any addition to or modification of the WHU that adds materially to the value of the WHU, prolongs the WHU’s useful life, or adapts the WHU to new uses and the replacement of any existing amenities.

“Single Family Development” is a development with attached or detached residential dwelling units, including townhomes, duplexes, triplexes, villas, patio or courtyard homes, in which the owner retains fee simple title to both the residential dwelling unit and the land beneath the residential dwelling unit.

“Transit corridor area” means the area which lies within a one-half mile radius of (i) the Metrorail stations, (ii) the corridors identified in the Strategic Miami Area Rapid Transit (SMART) Plan, set forth in Miami-Dade County Resolution No. R-523-16, as may be amended from time to time, or (iii) corridors designated by the Board of County Commissioners for Enhanced Bus Service (EBS).

“Trust Fund” means Affordable Housing Trust Fund of Miami-Dade County established pursuant to Ordinance No. 07-15, as amended

“Urban Infill Area (UIA)” means the area as defined in the Comprehensive Development Master Plan (CDMP).

“Workforce housing unit rent” or **"WHU rent"** means rents that do not exceed the maximum monthly Rent Limits as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual Income Limits and Rent Limits and as used by Florida Housing Finance Corporation for its multifamily rental programs (published annually at http://www.floridahousing.org), which is set forth in Exhibit A attached hereto and incorporated herein by reference.

“Workforce housing unit sales price” or **“WHU sales price”** shall be an amount published annually by the Housing Department not to exceed an amount affordable at the maximum workforce housing target income range, as defined in Chapter 33, Article XIIA of the Code of Miami-Dade County. The WHU sales price takes into account: (a) family size; (b) an annual fixed interest rate; (c) payment of up to five percent (5%) down payment by a qualified household; and (d) an estimation of annual property taxes, assessments, loan insurance and financing fees, allowances for property maintenance and repairs, homeowners insurances, homeowner association fees, if any, and allowances for utilities. The Implementing Order shall establish the Workforce Housing Units sales price, providing for the following: (a) an efficiency will be priced based on a one person household, (b) a one bedroom unit will be priced based on a two person household, (c) a two bedroom unit will be priced based on a three person household, (d) a three bedroom unit will be priced based on a four person household, (e) a four bedroom unit will be priced based on a five person household, (f) and, a five bedroom unit will be priced based on a six person household. The Housing Director shall annually review the affordability of the WHU sales price, and, in the event the Housing Director determines that it is necessary to increase or decrease said WHU sales price, the Housing Director shall recommend a new WHU sales price for approval by resolution to the Board of County Commissioners. Notwithstanding the preceding sentence, the Housing Director, without prior Board of County Commissioners’ approval, is authorized to increase or decrease the WHU sales prices automatically when adjustments are required based on the annual adjustment to area median income for households living in Miami-Dade County as published by the United States Department of Housing and Urban Development. A website link to the WHU sales prices shall be accessible to the public at the Housing Department and Zoning Department’s websites. For FY 2017-2018 and until new WHU sales prices are updated by the United States Department of Housing and Urban Development, or are otherwise

approved by the Board of County Commissioners, the WHU sales prices shall be those listed in Exhibit B, which is attached hereto and incorporated herein by reference.

"Zoning Department" means, unless otherwise indicated, the Regulatory and Economic Resources Department or any successor agency or department.

"Zoning Director" means the director of the Zoning Department or designee.

INTRODUCTION:
The increasing demand for housing that is affordable for working families and individuals resulted in the development and passage of Miami-Dade County Ordinance No. 07-05 or the Workforce Housing Development Program Ordinance (WHU Ordinance or the Code), which was substantially revised by Ordinance No. 16-138. To further the intent of the WHU Ordinance, Miami-Dade County, through the Housing Department and the Zoning Department, has developed this implementing order.

The Housing Department and the Zoning Department shall implement zoning and housing program opportunities to assist working families and individuals with incomes ranging between 60 percent and 140 percent of Miami-Dade County's area median income. The Housing Department and the Zoning Department shall provide orientation on the administration of the WHU Development Program to developers, other property owners, and property managers, and the Housing Department shall provide assistance in determining the eligibility of each eligible household. Whenever necessary, the Housing Department and the Zoning Department shall hold periodic meetings with developers to discuss the implementation of the WHU program. Additionally, both departments shall provide the public with information about the WHU program on both department's websites, including but not limited to links to the applicable provisions of the County Code, this implementing order, and any documents required for the implementation of this program.

ZONING PROCESS:
The Zoning Department shall be responsible for the review of zoning applications that seek to voluntarily participate in the Workforce Housing Development Program. Such applications shall be reviewed pursuant to the density bonus, intensity standards, and other requirements established in Chapter 33, Article XIIA of the Code of Miami-Dade County. The following describes the approval process, including the process for approving individual residential lots (one lot developed as a single-family, duplex, or triplex residence).

Zoning Approval of Residential Projects
All residential development projects utilizing the Workforce Housing Development Program, except for projects with an individual lot to develop one single-family, duplex, or triplex residence, shall require an Administrative Site Plan Review (ASPR) pursuant to Section 33-193.10 of the Code.

At ASPR, the Zoning Department shall review the application for completeness and compliance with the provisions of the Workforce Housing Development Program. The application will be reviewed by other public agencies to ensure compliance with other relevant regulations in the Code. The Housing Department will serve as one of the reviewing agencies in the ASPR process. The ASPR will require the following:

- Name and location of project
- Total number of market rate units and number of workforce housing units (WHUs)
- Location of WHUs for homeownership projects and inventory of WHUs for rental projects

- Construction Schedule of market rate and workforce housing units, specifying the projected date of Certificate of Occupancy
- Declaration of restrictive covenants in compliance with section 33-193.13 of the Code

At ASPR, an applicant may opt to satisfy the requirement of on-site construction of the WHUs through one of the alternatives described below, pursuant to section 33-193.8 of the Code. If an alternative is utilized, it must be included as part of the Declaration of Restrictions proffered during ASPR.

(1) Off-site construction of WHUs at one or more alternative sites within a 2-mile radius of the proposed location of the market rate units (the primary site).

(2) Monetary contribution to the affordable housing trust fund.

(3) Rehabilitation of existing property for WHUs in unincorporated or incorporated Miami-Dade County in the following areas:

  (a) Within a 3-mile radius of the primary site
  (b) Within the County's Urban Infill Area; or
  (c) Within a transit corridor area.

(4) Land conveyance suitable in size, location, and physical condition for WHUs.

(5) Combination of off-site construction of WHUs and monetary contributions.

In addition to the alternatives described above, an applicant may opt to obtain a certificate of portability for the workforce housing density bonus. The certificate of portability enables the property owner to sell or transfer the density bonus units to a third party. If the applicant opts to utilize this option, it must be included as part of the Declaration of Restrictions proffered during ASPR.

The final decision of the ASPR shall be issued within 21 days of the date of submission of a completed application. The applicant shall have the right to extend the 21-day period by an additional 21 days upon timely request made in writing to the Zoning Department. The Zoning Department shall have the right to extend the 21-day period by written notice to the applicant that additional information is needed. Denials shall be in writing and shall specifically set forth the grounds for the denial. Any final decision of the Director may be appealed in accordance with the procedures established in section 33-193.7(D) of the Code for appeals of administrative decisions.

After completing the ASPR process, the applicant will be directed to the Housing Department to review and complete the Workforce Housing Agreement and other requirements established in Chapter 17, Article IX of the Code. If the Workforce Housing Agreement requires a folio, address, or legal description for the specific lot, the property may need to be platted before proceeding. If the Workforce Housing Agreement is deemed to comply with all the regulatory requirements, the Housing Department shall provide a letter of satisfaction to the applicant within 21 days of submitting the Agreement. If the Workforce Housing Agreement does not comply with all regulatory requirements, the Housing Department shall provide a letter to the applicant within 21 days of submitting the agreement, indicating the reasons the applicant was found non-compliant. The applicant will then have 21 days from receipt of the letter to comply with all of the requirements. In the event the Housing Department fails to respond to the applicant within 21 days of receipt of the agreement, such agreement shall be deemed approved. Alternatives to on-site construction of WHUs, such as the contribution in lieu, shall be finalized at this time. An additional 90 days shall be granted to the applicant to comply with all necessary requirements of

the alternative options. Subsequently, the Housing Department shall review and approve the proposed alternatives and provide the applicant with a letter of acceptance by the County if all requirements are met within 21 days.

No building permits will be issued until a project demonstrates that the above requirements have been satisfied. At the time of permitting, the applicant shall be responsible for providing the following:

- The letter of satisfaction from the Housing Department;
- All required agreements;
- ASPR approval and site plan;
- Construction schedule; and
- If alternatives to on-site construction of WHUs were approved, the applicant must provide the acceptance letter from the County. For rehabilitation sites, the applicant shall provide copies of building permits for the WHUs issued by the County or the applicable municipality.

If there is a construction schedule, permits for market rate units will be issued based on the schedule. Failure to complete the WHUs pursuant to the construction schedule will result in a permit hold. A unit will be deemed complete once a certificate of occupancy is issued.

At the time of permitting, the applicant has the option to convert all or a portion of previously proposed WHUs to market rate units. This can be achieved by paying the monetary contribution in lieu of construction for each WHU to be converted. The Declaration of Restrictions, the Workforce Housing Agreement, and ASPR site plan may need to be revised accordingly.

During the permitting process, the applicant may apply for a Road Impact Fee deferral or exemption for those WHUs that meet the applicable eligibility requirements as described in the Impact Fee section below.

Upon completion of the residential project, the applicant will be responsible for providing the Housing Department with proof of the Certificate of Occupancy for the WHUs. Thereafter, the Housing Department will maintain a list of developments where WHUs may be available for sale or rent on the Housing Department's website.

Zoning Approval of Individual Residential Lots

Approval of projects with an individual lot to develop one single-family, duplex, or triplex residence shall follow the same process described above, except that an ASPR is recommended but not required. Such projects will be reviewed for compliance with the intensity standards and other requirements of the WHU Ordinance, as well as other Code requirements at a Pre-Permit Submittal Review (PPSR). No building permits will be issued until it is demonstrated at the PPSR that all requirements have been satisfied. At the PPSR, the applicant shall be responsible for providing the following:

- The letter of satisfaction from the Housing Department;
- All required agreements;
- A site plan that complies with the intensity and design standards in Article XIIA;
- Proof of ownership of adjacent property (if any); and,
- If an alternative to on-site construction of WHUs was approved, the applicant must also provide the letter of acceptance.

DENSITY BONUS:

20 or more dwelling units
Single-family or multi-family developments with 20 units or more that provide at least 5 percent of the total units in the developments as WHUs shall be entitled to a density bonus of 5 percent over the maximum number of units allowed by the applicable CDMP land use designation.

Additional density bonuses may be granted as the percent of WHUs in the development increases, up to a maximum density bonus of 25 percent for a WHU set-aside of 10 percent, as follows:

WHU Set-Aside	Density Bonus
5%	5%
6%	9%
7%	13%
8%	19%
9%	21%
10%	25%

The following formulas shall be utilized in calculating the maximum allowable CDMP units, the density bonus and the WHU units.

Allowable CDMP Units:

Gross Acres x CDMP density per acre = Allowable CDMP units

If the maximum allowable CDMP units cannot be achieved on a site, or the applicant opts to build below the maximum capacity, the density bonus shall be calculated based on the proposed units.

Density Bonus Units:

Allowable CDMP units or Proposed units x Density bonus = Density bonus units

WHU Units:

% WHU set-aside x Allowable CDMP units or Proposed units = WHU units

Less than 20 dwelling units
Except for a project with an individual single-family, duplex, or triplex residence, residential developments with fewer than 20 dwelling units may develop in accordance with the density bonuses and intensity standards set forth in section 33-193.7(B) and sections 33-193.11-12 of the Code by either:

(a) Providing one of the alternatives in lieu of on-site construction of WHUs; or

(b) Setting aside 100 percent of the proposed housing units for workforce housing and complying with other applicable requirements of the Workforce Housing Development Program.

Individual single-family or duplex lot
An applicant that is developing a single platted lot to build a single-family, duplex, or triplex residence may utilize the intensity standards and design provisions in sections 33-193.11-12 of the Code by either:

(a) Providing one of the alternatives in lieu of on-site construction of WHUs; or

(b) Setting aside 100 percent of the proposed housing units for workforce housing and complying with other applicable requirements of the Workforce Housing Development Program.

The applicant shall demonstrate that the development does not exceed the density allowed by the CDMP and shall comply with the following:

(1) No more than 3 residential units may be placed on a single platted lot.

(2) The entrance to each of the units on a single platted lot shall be through a common hall/foyer area in the front of the building, which shall be concealed by a building wall with 1 entrance door, giving the appearance of a single-family home or, where applicable, two- or three-family home.

(3) The locations of the parking spaces for the units within the building shall be dispersed around the building so as not to create a parking field for all of the spaces in the front of the building.

(4) The footprint of the residential structure shall have the appearance of a single-family or, where applicable, two- or three-family home.

(5) Unless the plumbing system of the residential building is connected to a sanitary sewer, lots that have a septic tank with field drains shall be in compliance with Chapter 24 of the code and shall have a rear yard with an area of at least 25 percent of the total lot area. The rear lot area required to care for a septic tank drain field shall not be occupied by an accessory building or other structure.

PORTABILITY OF DENSITY BONUS:
At the time of ASPR, an applicant may apply for a certificate of portability for the workforce housing density bonus. The Certificate allows the property owner to transfer the workforce housing density bonus to another site or sell to a third party. The certificate of portability shall be issued in accordance with the following:

(a) A declaration of restrictions shall be recorded on the primary site (the site subject to the Workforce Housing Development Program) identifying the amount of the density bonus eligible to be transferred and shall include the following requirements:

(1) The receiving site shall be submitted for administrative site plan review.

(2) The receiving site may be developed in accordance with the intensity standards set forth in section 33-193.11 of the Code.

(3) Density bonuses used pursuant to Article XIIA shall not be combined with any other density or intensity bonuses.

(4) The receiving site may provide WHUs in accordance with this article, except that the transferred density bonus shall not be counted in determining the WHUs for the receiving site.

(5) Other terms the Director may deem reasonable or necessary.

(b) Upon issuance, a Certificate of Portability shall be freely transferable and may be used to secure density and intensity bonuses at the receiving site in accordance with Article XIIA.

The density bonus eligible for transfer is defined as the total number of density bonus units granted to the primary site pursuant to section 33-193.7B of the Code. At no time may the density bonus at the receiving site exceed the density bonus allowed by the CDMP. The receiving site may be developed pursuant to the intensity standards of Article XIIA.

The density bonus units eligible for transfer shall be calculated as a percent over the maximum number of units allowed by the applicable CDMP land use designation as follows:

Allowable CDMP Units:

Gross Acres x CDMP density per acre = Allowable CDMP units

If the maximum allowable CDMP units cannot be achieved on a site, or the applicant opts to build below the maximum capacity, the density bonus shall be calculated based on the total proposed units.

Density Bonus Units:

Allowable CDMP units or Proposed units x Density bonus = Density bonus units

OFF-SITE CONSTRUCTION OF WHUs:
An applicant may comply with the Workforce Housing Development Program by constructing the required number of WHUs at one or more alternative sites within a 2-mile radius of the proposed location of the market rate units (the Off-site WHUs) within unincorporated Miami-Dade County.

(a) If the alternative site is also being developed in accordance with Article XIIA of the Code, it must contain both its market rate and workforce housing units in addition to the Off-site WHUs.

(b) The Off-site WHUs shall be constructed concurrently with the market rate units on the primary site. A construction schedule shall be submitted at the time of ASPR specifying how the market rate units at the primary site and the off-site WHUs will be constructed concurrently, and such schedule will be included in the required declaration of restrictions proffered during ASPR. The construction schedule shall provide the expected date of completion for the market rate units and the WHUs at the primary site and the alternative site/s. A unit shall be deemed complete when it obtains a certificate of occupancy.

The off-site WHUs shall be subject to the ASPR and the permitting process at the same time as the primary site. Permits will be issued based on the construction schedule.

MONETARY CONTRIBUTION IN LIEU OF CONSTRUCTION:
An applicant may satisfy the WHU Ordinance by providing a monetary contribution to the Trust Fund, in lieu of construction of on-site workforce housing units. Any monetary contributions received by the County shall not be commingled with any other funds deposited into Trust Fund that are not associated with the WHU program, but shall be deposited into a separate account.

Prior to obtaining a zoning permit for the market rate units, the applicant shall provide payment of the contribution in lieu of construction to the Housing Department, The Housing Department shall then issue a letter stating the satisfaction of payment and the number of WHUs for which a contribution in lieu of construction was made.

The amount of such required monetary contribution shall be determined according to the following formulas:

(a) WHU developments of fewer than 20 residential units seeking to utilize the density or intensity bonus available pursuant to the Code shall pay an amount as follows:

# of market rate units x contribution-in-lieu fee)/20 = Total contribution

(b) Developments with 20 units or more for which a monetary contribution has been approved in accordance with the Code and developments required to contribute shall pay an amount as follow:

# of WHU units x contribution-in-lieu fee = Total contribution

(c) The WHU contribution-in-lieu fee shall be calculated as follows:

Countywide median sales price within the UDB
(for a single-family or multi-family residential unit, as applicable)
–
Affordable purchase price for a family of 4 at
60 percent of median family income for the County
=
Contribution-in-lieu fee per WHU.

(d) The Countywide median sales price figures for 2017-2018 are more fully described in Exhibit C, which is attached hereto and incorporated herein by reference, and will be updated annually, subject to approval by the Board of County Commissioners.

(e) If the development is located in a Minor Statistical Area (MSA) where the median sales price within the Urban Development Boundary (UDB) is lower than the Countywide median sales price under the standard formula, then, instead of the Countywide median sales price, the formula shall use the median sales price (single-family or multi-family, as applicable) for that MSA. It is provided, however, that the contribution-in-lieu fee for each WHU shall be no lower than:

Countywide median sales price within the UDB
(for a single-family or multi-family residential unit, as applicable)
–
Affordable purchase price for a family of 4 at 140 percent
of median family income for the County
=
Contribution-in-lieu fee per WHU.

(f) Combination of off-site construction of WHUs and monetary contributions: An applicant may comply with the requirements of this article by employing a combination of the alternatives set forth in this section, as approved or acceptable to the Housing Department.

(g) In a residential development that includes a mix of housing types (single family development and multi-family development), the monetary contribution will be calculated based on the proportion of each type of residential unit within such development.

(h) Residential developments with a combination of housing types. For Residential developments that include a combination of housing types (Single Family and Multi-Family Development), the monetary contribution in lieu fee will be calculated based on the proportion of each type of residential unit within such development.

REHABILITATION OF EXISTING PROPERTY AND DONATION OF PROPERTY:

A. REHABILITATION OF EXISTING PROPERTY FOR WHUs:

An applicant may satisfy the requirements of the WHU Ordinance by providing WHUs at rehabilitated sites located in unincorporated or incorporated Miami-Dade County in the following areas:

(a) Within a 3-mile radius of the proposed location of the market rate units; or

(b) Within the County's Urban Infill Area; or

(c) Within a transit corridor area.

For purposes of the Code and this implementing order, "rehabilitated site" means a property with an existing building that is to be renovated in the Urban Infill Area; it also includes a vacant parcel of land. When the rehabilitated units are located in incorporated areas, the applicant shall demonstrate to the Zoning Director at the time of ASPR that such units have received municipal zoning approval. If the WHUs at rehabilitated sites are deemed acceptable, the Zoning Department shall issue a letter of satisfaction stating the number of WHUs which have been contributed.

Prior to obtaining a building permit for the market rate units, the applicant shall provide copies of building permits issued by the County or the applicable municipality for the WHUs.

B. DONATION OF LAND TO THE COUNTY:

An applicant may satisfy the WHU Ordinance and this implementing order by conveying land acceptable to the County that is suitable in size, location, and physical condition for significantly more WHUs. The conveyed land shall be:

(a) Developable; and

(b) Zoned residential or in a zoning district that allows residential uses; and

(c) Unencumbered and environmentally clean; and

(d) Of a value that is not less than the in-lieu monetary contribution for the proposed development.

The acceptance of such land by the County shall be in accordance with Administrative Order 8-1. If the donated land is deemed acceptable, the Housing Department shall issue a letter stating the number of WHUs satisfied through the land donation. Prior to obtaining zoning approval for

the market rate units, the applicant shall obtain the letter of satisfaction from the Housing Department.

ROAD IMPACT FEE DEFERRAL OR EXEMPTION

Impact fees shall be paid prior to the issuance of any building permit for development activity within Miami-Dade County. No building permit may be issued until all required impact fees are paid in full. However, workforce housing units provided under the Workforce Housing Program may qualify for a two-year deferral or a full exemption of the road impact fees, as described below. Only the workforce housing units, and not market rate units, are eligible to receive a deferral or exemption of the road impact fee.

Two-Year Deferral of Road Impact Fees

An applicant may request a two-year deferral of 90 percent of the road impact fees assessed for the workforce housing units, subject to the following terms, conditions, requirements, and limitations in Section 33E-18 of the Code, as follows:

(1) The owner of the property that is subject to the road impact fee shall execute a voluntary lien securing payment of the deferred portion of the road impact fee on a form provided by the County Public Works Director and filed in the Public Records of Miami-Dade County.

(2) A notice that the voluntary lien has been satisfied shall be filed in the Public Records by Miami-Dade County upon final payment of all outstanding road impact fees, including associated administrative fees and penalties, if any, that may be owed in connection with the road impact fee.

(3) The total amount of the road impact fee owed shall be assessed at the time the building permit is issued.

(4) Prior to issuance of the building permit for the workforce housing units, the applicant shall pay

(a) The sum of 10 percent of the road impact fees assessed for those units ("initial payment"), plus

(b) The total administrative fee for the assessed road impact fee, plus

(c) The total administrative fee for deferral as provided under this section.

(5) An administrative fee of $100.00 or 4 percent of the deferred portion of the road impact fee, whichever amount is greater, shall be charged in connection with the application for deferral.

(6) The schedule of payment for the deferred portion of the road impact fee for workforce housing units shall be set as follows:

(a) The deferral period shall be a maximum of 2 years; and

(b) No interim payment shall be required; and

(c) All road impact fees deferred pursuant to this section shall become immediately due upon a sale, conveyance, or other transfer of title of the property that is the subject of the deferral.

(7) No interest shall be charged against road impact fees deferred under this section, provided that they are paid on time in accordance with the payment schedule. It is provided; however, that payments made more than 30 calendar days from the date that payment of the impact fee is due shall be charged interest at the rate of 12 percent per annum simple interest, accruing from the date of the initial payment up to the date of the late payment, plus the cost of collection established by implementing order of the Board of County Commissioners.

(8) The County Public Works Director is authorized to: (i) foreclose on the lien for any deferred impact fees, including any accrued interest, that remain unpaid for more than 180 calendar days beyond the date when deferred impact fees are due; and (ii) assess reasonable fees associated with the foreclosure of the lien and collection of the road impact fee payment, including reasonable attorney's fees and court costs.

Exemption of Road Impact Fees
In accordance with Section 33E-14 of the Code, workforce housing units affordable to households at or below 80 percent of the median family income, may be eligible for an exemption from road impact fees if said units meet the criteria in Sections 33-E-5 and 33E-14 of the Code. For purposes of complying with the criteria set forth in Section 33E-14, the Workforce Housing Development Program is hereby deemed to be a governmental assistance program that authorizes housing units to be priced at a higher amount than that set forth in Section 33E-14.

ELIGIBLE PROPERTIES:
Eligible WHU units include single-family units, townhouses, condominiums, and apartments as approved by the Zoning Department or successor agency or department for workforce housing. Eligible properties to be acquired for homeownership must be owner-occupied and must be the owner's primary residence.

The Zoning Department or successor agency or department shall submit notification of approved covered developments to the Housing Department upon final approval of same. The notification shall include the number of and location of the WHUs within the covered development. The Housing Department shall verify with the developer or other property owner the applicable sales price or rent of the WHUs. Applicable sales prices and rents shall be made available on the Housing Department's website at http://www.miamidade.gov/housing.

INCOME RANGE OF APPLICANTS TO BE SERVED:
Each eligible household's income must meet the income limits at the time of receipt of a certificate of qualification. The income limit table located on the Housing Department's website at http://www.miamidade.gov/housing/income-limits.asp shall be applied to determine eligibility. A list of required documents and annual updates of the eligible household requirements, including without limitation the income limits, shall be made available on the Housing Department's website.

OCCUPANCY REQUIREMENT:
All qualified households must use the WHU as their primary residence. WHUs sold to qualified households may not be rented, and rental WHUs may not be sub-leased. WHUs that are for sale will be subject to a control period of 20 years for every new qualified household to ensure that the WHU remains affordable and available.

CERTIFICATION OF QUALIFIED HOUSEHOLDS:

A. WHU RENTALS:

Upon receipt of a developer's or other property owner's written notification of the availability of a WHU for rent, the Housing Department shall make such notice available to eligible households through its web site. Each developer or other property owner shall also list the availability of the WHUs on their property's website.

Prospective eligible households seeking to rent a WHU shall complete and execute the certificate of qualification as part of their unit lease application. Subject to payment by a developer or property owner to the Housing Department of a portion of the application processing fee received by said developer or property owner, the Housing Department shall work with each property manager and/or property owner to determine the eligibility of each prospective eligible household based upon the income limits table described herein and found on the Housing Department's website at http://www.miamidade.gov/housing/income-limits.asp. The Housing Department shall obtain from each prospective eligible household or the developer the following documents, including, but not limited to:

- Tax returns and W-2 for the previous two years
- Recent pay stubs for most current 30 day period
- Evidence of Miami-Dade County residency.

Upon determination of eligibility, the property manager or property owner shall certify by executing the certificate of qualification that the eligible household is a qualified household. The Housing Director or designee shall sign the certificate of qualification. The property manager and/or property owner of each covered development shall retain the original certificate of qualification on site in the qualified household's file and shall forward a copy of the fully executed certificate of qualification to the Housing Department. The property manager or property owner shall complete and execute the certificate of qualification as part of the initial WHU lease application and all subsequent WHU lease renewals.

In addition to the documentation required for the Certification of Qualification, all prospective eligible households seeking to rent a WHU will complete all rental application documentation and provide all documentation that is required by property manager and/or owner.

In the event that no qualified household is located to rent a particular WHU within six months from the date the WHU is first offered by the developer or other property owner, the developer or other property owner shall inform the Housing Department of steps taken to market the WHU. Although the Housing Department will work with the developer or property owner to locate a qualified household to rent the WHU, the developer or property owner shall remain obligated to rent the WHU to a qualified household and to comply with the declaration of restrictive covenants and workforce housing agreement required by the Code for a time equivalent to the initial control period, unless the Housing Director approves a shorter time upon a showing that the developer or property owner has been unable to rent to a qualified household after making a good faith effort over a reasonable period of time. Alternatively, the developer or property owner may at any time pay the WHU contribution-in-lieu fee that would have been assessed at the time of issuance of the first building permit for the development, and shall thereafter be entitled to a release from the obligation of providing the WHU.

B. WHU SALES:
Upon receipt of a developer or other property owner's written notification of the availability of a WHU for sale, the Housing Department shall make such notice available to eligible households through its web site. Each developer or other property owner shall also list the availability of the WHUs on their property's website.

Prospective eligible households shall also complete and execute the certificate of qualification as part of the process of purchasing the WHU, but no later than the execution of the sales contract. Subject to payment by a developer or property owner to the Housing Department of a portion of the application processing fee received by said developer or property owner, each developer or other property owner will refer potential homebuyers to the Housing Department for eligibility determination along with a copy of their proposed sales contract and any other documents required herein. The Housing Department shall determine the eligibility of each prospective eligible household based upon the income limits table described at http://www.miamidade.gov/housing/income-limits.asp. Upon determining eligibility, the Housing Department shall execute the certificate of qualification that the prospective homebuyer is a qualified household. The Housing Department shall forward a copy of the original certificate of qualification to the developer or other property owner.

The Housing Department shall obtain from each eligible household or the developer the following documents, including, but not limited to:

- Tax returns and W-2 for the previous two years
- Recent pay stubs for most current 30 day period ·
- Evidence of Miami-Dade County residency
- WHU proposed sales contract (for sales)

First mortgages must be obtained from a County certified lender (if subsidy is requested)

The Housing Department shall determine each eligible household's eligibility within ten business days (excluding holidays and weekends) of receiving the eligibility determination documentation.

Each qualified household purchasing a WHU shall be required to record a mortgage in favor of Miami-Dade County in an amount of $100.00 or such other amount that may be borrowed by a qualified household from the County. A promissory note shall be executed by each qualified household and secured by said mortgage. Said mortgage shall set forth the same covenants along with the refinancing and resale restrictions as those included in the restrictive covenants required by this section.

Each qualified household shall also be required to execute a restrictive covenant in the County's favor. Such restrictive covenant shall include that: (a) the restrictions of set forth therein shall run with the land for the entire control period, and (b) the covenant will bind the applicant, any assignee, mortgagee, or buyer, and all other parties that receive title to or interest in the property. These covenants shall be senior to all instruments that facilitate the securing of permanent financing. Notwithstanding the foregoing, the covenants required herein shall not be senior to any instrument that facilitates the securing of permanent financing from the Federal Housing Administration, Fannie Mae, Freddie Mac, or similar senior lender. In such covenants, the control period and other restrictions on the WHU shall not survive any foreclosure in accordance with such senior lender's guidelines and restrictions.

In the event that no qualified household is located to purchase a particular WHU within six months from the date the WHU is first offered by the developer or other property owner, and providing

that a certain percentage of WHU have already been developed and such percentage agreed by the Housing Director 30 days prior to the date WHU is offered for sale, the Housing Director shall recommend to the County Mayor or County Mayor's designee whether the County should exercise its right of first refusal to purchase the WHU at the WHU sales price within 30 days. If the County Mayor or County Mayor's designee concurs, the Housing Director shall notify the developer or other property owner of the County's decision. The County Mayor or County Mayor's designee is authorized to purchase the WHU, without prior approval from the Miami-Dade Board of County Commissioners, from the funds earmarked in the Trust Fund or any other authorized source. The County Mayor or County Mayor's designee shall report each such purchase to the Board of County Commissioners at the next Board meeting following the month in which the WHU is purchased. If the County rejects the offer or otherwise does not respond to the offer, the developer or property owner shall remain obligated to sell or rent the WHU to a qualified household and to comply with the declaration of restrictive covenants and workforce housing agreement required by the Code for a time equivalent to the initial control period, unless a shorter time is approved by the Housing Director upon a showing that the developer or property owner has been unable to sell to a qualified household after making a good faith effort over a reasonable period of time. Alternatively, the developer or property owner may at any time pay the WHU contribution-in-lieu fee that would have been assessed at the time of issuance of the first building permit for the development, and shall thereafter be entitled to a release from the obligation of providing the WHU. The County Mayor or the County Mayor's designee is authorized to exercise the right of first refusal provided hereunder, with funds allocated from the Trust Fund or any other authorized source of funding, for the direct and exclusive purpose of providing workforce housing for those households meeting the workforce housing eligibility requirements. Notwithstanding this authorization to purchase, the County Mayor or the County Mayor's designee shall bring to the Board of County Commissioners a resolution seeking ratification of said purchase at the next available Board meeting following the purchase of the WHU.

If any qualified household of a WHU defaults on their mortgage with the County and said default is not cured within the applicable time periods, then the whole debt secured by said mortgage, with all interest thereon, and all other amounts thereby secured shall, at the option of the County, become immediately due and payable. In the event any qualified household of a WHU fails to cure the default, the County shall have the right to legally enforce the term of the mortgage or collect the debt in any suit at law, including, but not limited to, a proceeding in foreclosure. Notwithstanding the foregoing, the covenants required herein shall not be senior to any instrument that facilitates the securing of permanent financing from the Federal Housing Administration, Fannie Mae, Freddie Mac, or similar senior lender. In such covenants, the control period and other restrictions on the WHU shall not survive any foreclosure in accordance with such senior lender's guidelines and restrictions. Any proceeds, including any expenses or expenditures incurred and recovered by the County, shall be deposited in the Trust Fund.

In any suit, action or proceeding, including, without limitation, bankruptcy, probate, or any other suit, action, or proceeding affecting the WHU, any monies are recovered by the County shall be deposited into the Trust Fund.

Notwithstanding the foregoing, in the event of default by a qualified household on any senior mortgage associated with a WHU, the County Mayor or County Mayor's designee is authorized to pay off said senior mortgage and assume ownership of the WHU by using funds from the Trust Fund for resale to an eligible household. The defaulting qualified household shall be required to vacate the WHU. The County Mayor or County Mayor's designee is further authorized to purchase any WHU that is sold as a result of any suit, action, or proceeding, including, but not limited to, foreclosure, bankruptcy, probate, or any other suit, action, or proceeding affecting the WHU. The County Mayor or County Mayor's designee shall report each such purchase to the Board of

County Commissioners at the next Board meeting following the month in which the WHU is purchased.

MONITORING:
The Housing Department and the Zoning Department shall be responsible for monitoring each covered development to ensure compliance with the WHU Ordinance and this implementing order. The Housing Department shall be responsible for monitoring each qualified household to ensure compliance with the WHU Ordinance and this implementing order. The Housing Department may charge a fee in accordance with the approved fee schedule.

A. Rentals
All qualified households must be provided a lease with a minimum period of twelve (12) months. The lease must comply with all applicable federal and state laws. The lease shall include, at a minimum, provisions that specify the maximum household size allowed in the unit; a prohibition against subleasing; and, a requirement that the qualified household shall report any changes in household size or income during their tenancy. Qualified households shall comply with all monitoring requirements established by the Housing Department. If a qualified household's income increases above the maximum allowed income levels, the qualified household may choose to remain in the WHU for the remaining term of the lease.

Annually, the Housing Department shall conduct an on-site inspection of each covered development to review client files for income verification. Should the rented WHU be found noncompliant, the property owner or manager shall make the next comparable vacant unit at the covered development available to an eligible household at the WHU rent.

B. Re-sales
Any qualified household that intends to sell their WHU prior to the expiration of the control period shall provide written notification to the Housing Department. Upon receipt of said written notification, the Housing Director shall determine the maximum WHU sales price for the WHU. The WHU shall be resold to an eligible household at no more than the pre-determined WHU sales price. Before closing a sale, the seller of the WHU shall submit to the Housing Department for approval (which approval shall not be unreasonably withheld or delayed):

(a) A copy of the proposed sales contract;
(b) A signed copy of the buyer's certification of qualification (if not provided by the Housing Department); and,
(c) An affidavit signed by the seller and the buyer attesting to the accuracy of all documents and conditions of the sale.

No resale of a WHU shall be considered to be in compliance with the Code until all required documents and affidavits have been submitted to and approved by the Housing Department.

The Housing Department shall either approve or disapprove all required documents and affidavits in writing no later than ten (10) business days after they are submitted to the Housing Department. The Housing Department's failure to issue such approval or disapproval within the required time period shall result in such documents and affidavits being deemed approved. If the Housing Department disapproves such documents or affidavits, then the Housing Director shall provide the seller, in writing, reasons for such disapproval and an opportunity to correct any deficiencies.

In the event the qualified household does not execute a contract for purchase within six (6) months from the date the WHU is first offered for resale, the County shall have a right of first refusal to purchase the WHU. The Housing Director shall recommend to the County Mayor or County Mayor's designee whether the County should exercise its right of first refusal to purchase the WHU at the WHU sales price. If the County Mayor or County Mayor's designee concurs, the

Housing Director shall notify the qualified household of the County's decision. The County Mayor or County Mayor's designee is authorized to purchase the WHU, without prior approval from the Miami-Dade Board of County Commissioners, from the funds earmarked in the Trust Fund or any other authorized source. The County Mayor or County Mayor's designee shall report each such purchase to the Board of County Commissioners at the next available Board meeting following the date the WHU is purchased.

Notwithstanding the provisions set forth herein, any WHU that is owned for an entire 20-year control period by the same individual(s) shall be released from the sales price restrictions under the program. Upon the expiration of the control period, the County shall record in the public records of Miami-Dade County an instrument or document releasing the WHU from the restrictive covenant required by this program.

C. Shared Equity Agreement: Equity Share Recapture Fee

In addition to the requirements set forth in the WHU Ordinance and in this implementing order, the WHU restrictive covenant shall require each qualified household purchasing a WHU to enter into a shared equity agreement with the County. Said agreement shall be recorded in the public records against the WHU, securing and stating the County's equity share in the WHU resale during the control period.

In the event of an early resale of a WHU by a qualified household, i.e. the sale of a WHU prior to the expiration of the control period, such qualified household shall pay to the County at the closing an equity share recapture fee, which shall be calculated based on the following schedule:

Year	% Equity Recapture
0-5	100%
6-10	50%

Notwithstanding the foregoing, the equity share recapture fee shall be reduced by the resale price less the initial purchase price and, if applicable, less the sum of: (a) the amount of any cash down payment from the qualified household's own funds for the purchase of the WHU; (b) the reasonable customary costs of sale of the WHU paid by the qualified household, including any broker's commission; and (c) the value of any documented qualified improvements to the WHU that are in compliance with any applicable requirements established by a lender.

All equity share recapture fees received by the County shall be deposited into the Trust Fund.

D. Condominium Conversion

If a building that is initially built as a rental project under single ownership should subsequently convert to a condominium, then:

(a) The development shall offer the same number of for-sale WHUs as there were rental WHUs;

(b) The WHUs shall be specifically identified by unit number as part of the recorded condominium declaration;

(c) The sales price for such WHUs being converted shall be the WHU sales price set forth in this implementing order, as may be amended by resolution of the Board of County Commissioners. If the owner of such condominium conversion elects to renovate the workforce dwelling units, the reasonable cost of labor and materials associated with such renovation shall be considered; and

(d) Each qualified household renting a WHU at the time of the condominium conversion shall have a period of 90 days to exercise the right to purchase the dwelling unit they occupy at the WHU sales price. Subsequently, the County shall have a period of 90 days to exercise the right of first refusal to purchase some or all of the WHUs that are not purchased by such qualified households at the sales price established for such units by the implementing order. Such units shall be offered to the County and purchased by it in accordance with the provisions set forth below for for-sale WHUs.

In the event that all of the WHUs are not sold to either qualified households or the County, then the owner may make a monetary contribution in accordance with section 33-193.9 of the Code equivalent to the number of WHUs that are not so sold. Upon receipt of said monetary contribution, the Housing Director shall record in the public records of Miami-Dade County an instrument or document releasing the building from the restrictive covenant required by this program.

ENFORCEMENT:
The Housing Department, on behalf of Miami-Dade County, shall coordinate with the closing agent, the recording of a mortgage to enforce the WHU program requirements and to put on notice each qualified household of the resale and refinancing restrictions of each WHU for each unit sold. The Housing Department and the Zoning Department shall be responsible for enforcement consistent with Section 17-139 and Chapter 8CC of the Code of Miami-Dade County, respectively.

REPORTING:
On or before December 30, 2018, and every two years thereafter, the County Mayor or the County Mayor's designee shall submit a report to the Miami-Dade Board of County Commissioners concerning compliance with the provisions of the WHU Ordinance. This bi-annual report shall include but not be limited to (i) the number of WHU projects built and sold or rented to qualified households, (ii) the location of such WHU projects, and (iii) the amounts of any monetary contributions paid by a developer to the County and which have been deposited into the Trust Fund. The completed report required by this implementing order shall be placed on an agenda of the Board in accordance with Ordinance No. 14-65.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

Approved by the County Attorney as
to form and legal sufficiency _____

Note: The hold harmless provisions of IRC Section 142(d)(2)(E) mean that projects with at least one building placed in service on or before the end of the 45-day transition period for newly-released limits use whichever limits are greater, the current-year limits or the limits in use the preceding year.

HUD released 4/14/2017
Implement on or before 5/28/2017
FHFC Posted : 4/17/2017

2017 Income Limits and Rent Limits
Florida Housing Finance Corporation
Multifamily Rental Programs (except HOME and SHIP) and CWHIP Homeownership Program

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Martin County	25%	10,550	12,050	13,550	15,050	16,275	17,475	18,675	19,875	21,070	22,274	263	282	338	391	436	481
(Port Saint Lucie MSA)	28%	11,816	13,496	15,176	16,856	18,228	19,572	20,916	22,260	23,598	24,947	295	316	379	438	489	539
	30%	12,660	14,460	16,260	18,060	19,530	20,970	22,410	23,850	25,284	26,729	316	339	406	469	524	578
	33%	13,926	15,906	17,886	19,866	21,483	23,067	24,651	26,235	27,812	29,402	348	372	447	516	576	636
	35%	14,770	16,870	18,970	21,070	22,785	24,465	26,145	27,825	29,498	31,184	369	395	474	548	611	674
	40%	16,880	19,280	21,680	24,080	26,040	27,960	29,880	31,800	33,712	35,638	422	452	542	626	699	771
	45%	18,990	21,690	24,390	27,090	29,295	31,455	33,615	35,775	37,926	40,093	474	508	609	704	786	867
	50%	21,100	24,100	27,100	30,100	32,550	34,950	37,350	39,750	42,140	44,548	527	565	677	783	873	963
	60%	25,320	28,920	32,520	36,120	39,060	41,940	44,820	47,700	50,568	53,458	633	678	813	939	1,048	1,156
Median: 58,000	80%	33,760	38,560	43,360	48,160	52,080	55,920	59,760	63,600	67,424	71,277	844	904	1,084	1,253	1,398	1,542
	120%	50,640	57,840	65,040	72,240	78,120	83,880	89,640	95,400	101,136	106,915	1,266	1,356	1,626	1,879	2,097	2,313
	140%	59,080	67,480	75,880	84,280	91,140	97,860	104,580	111,300	117,992	124,734	1,477	1,582	1,897	2,192	2,446	2,698
Miami-Dade County	25%	13,225	15,100	17,000	18,875	20,400	21,900	23,425	24,925	26,425	27,935	330	354	425	490	547	604
(Miami-Miami Beach-	28%	14,812	16,912	19,040	21,140	22,848	24,528	26,236	27,916	29,596	31,287	370	396	476	549	613	676
Kendall HMFA;	30%	15,870	18,120	20,400	22,650	24,480	26,280	28,110	29,910	31,710	33,522	396	424	510	589	657	725
Miami-Fort Lauderdale-	33%	17,457	19,932	22,440	24,915	26,928	28,908	30,921	32,901	34,881	36,874	436	467	561	648	722	797
Pompano Beach MSA)	35%	18,515	21,140	23,800	26,425	28,560	30,660	32,795	34,895	36,995	39,109	462	495	595	687	766	846
	40%	21,160	24,160	27,200	30,200	32,640	35,040	37,480	39,880	42,280	44,696	529	566	680	785	876	967
	45%	23,805	27,180	30,600	33,975	36,720	39,420	42,165	44,865	47,565	50,283	595	637	765	883	985	1,087
	50%	26,450	30,200	34,000	37,750	40,800	43,800	46,850	49,850	52,850	55,870	661	708	850	981	1,095	1,208
	60%	31,740	36,240	40,800	45,300	48,960	52,560	56,220	59,820	63,420	67,044	793	849	1,020	1,178	1,314	1,450
Median: 51,800	80%	42,320	48,320	54,400	60,400	65,280	70,080	74,960	79,760	84,560	89,392	1,058	1,133	1,360	1,571	1,752	1,934
	120%	63,480	72,480	81,600	90,600	97,920	105,120	112,440	119,640	126,840	134,088	1,587	1,699	2,040	2,356	2,628	2,901
	140%	74,060	84,560	95,200	105,700	114,240	122,640	131,180	139,580	147,980	156,436	1,851	1,982	2,380	2,749	3,066	3,384

EXHIBIT A

Florida Housing Finance Corporation (FHFC) income and rent limits are based upon figures provided by the United States Department of Housing and Urban Development (HUD) and are subject to change. Updated schedules will be provided when changes occur.

Maximum Sales Price Limits

EXHIBIT B

INCOME CHART ANALYSIS FOR MORTGAGE FAMILY SIZE OF TWO (2)

Area Median Income (AMI %)	Area Median Income ($ Amt.)	Estimated Purchase Price
60%	$36,240.00	$95,130.00
80%	$48,350.00	$126,900.00
100%	$60,400.00	$158,550.00
120%	$72,480.00	$190,260.00
140%	$84,560.00	$221,970.00

INCOME CHART ANALYSIS FOR MORTGAGE FAMILY SIZE OF FOUR (4)

Area Median Income (AMI %)	Area Median Income ($ Amt.)	Estimated Purchase Price
60%	$45,300.00	$118,912.50
80%	$60,400.00	$158,550.00
100%	$75,500.00	$198,187.50
120%	$90,600.00	$237,825.00
140%	$105,700.00	$250,000.00

INCOME CHART ANALYSIS FOR MORTGAGE FAMILY SIZE OF SIX (6)

Area Median Income (AMI %)	Area Median Income ($ Amt.)	Estimated Purchase Price
60%	$52,560.00	$137,970.00
80%	$70,100.00	$184,000.00
100%	$87,600.00	$229,950.00
120%	$105,120.00	$248,700.00
140%	$122,640.00	$290,160.00

INCOME CHART ANALYSIS FOR MORTGAGE FAMILY SIZE OF EIGHT (8)

Area Median Income (AMI %)	Area Median Income ($ Amt.)	Estimated Purchase Price
60%	$59,820.00	$157,027.50
80%	$79,750.00	$209,343.75
100%	$99,700.00	$235,800.00
120%	$119,640.00	$283,000.00
140%	$134,580.00	$318,400.00

All mortgage amounts were calculated at 5% interest rate amortized over 30 years utilizing a 5% downpayment. The monthly housing expense (MHE) is approximately 25% debt-to-income ratio (DTIR) to allow flexibility for lenders utilizing MIP or PMI as applicable. Closing Costs estimated at approximately 7% of the purchase Price. Purchasers will be required to have a cash flow to cover the 5% downpayment and the closing costs. Additionally, reserves of at least three months PITI is usually required. Accumulating the total cash to purchase becomes a hardship for families who may be able to meet the monthly housing expense obligation which is often times consistent to their current rental payment. Monthly HOA fees if applicable should be included in the MHE/DTIRs.

Payment in Lieu Schedule based on Residential Properties Sold in Year 2016 Inside the UDB *
Miami-Dade County

	Multi-family			Single Family		
MSA	Mean	Median	In Lieu Payment	Mean	Median	In Lieu Payment
1.1	1,330,652	735,000	151,087	3,149,222	2,400,000	157,587
1.2	1,169,299	815,000	151,087	3,664,749	3,000,000	157,587
1.3	972,504	398,000	151,087	2,122,271	1,232,834	157,587
2.1	429,222	220,000	101,087	375,635	247,500	128,587
2.2	193,622	114,950	20,000	237,002	224,600	105,687
2.3	131,778	107,000	20,000	192,062	198,500	79,587
2.4	113,650	96,500	20,000	159,638	160,000	41,087
3.1	148,720	140,000	21,087	320,647	295,000	157,587
3.2	273,050	237,250	118,337	519,033	423,700	157,587
4.1	419,486	220,000	101,087	468,259	370,000	157,587
4.2	481,570	329,500	151,087	130,223	127,000	26,500
4.3	212,114	130,000	20,000	263,403	260,000	141,087
4.4	695,846	138,000	20,000	388,206	367,450	157,587
4.5	-	-		-	-	
4.6	218,944	150,000	31,087	217,143	185,000	66,087
4.7	423,974	335,000	151,087	596,150	332,500	157,587
5.1	266,996	175,000	56,087	277,313	275,000	156,087
5.2	631,485	541,900	151,087	715,695	500,000	157,587
5.3	502,562	310,000	151,087	710,139	522,750	157,587
5.4	183,624	156,000	37,087	374,227	339,000	157,587
5.5	186,288	156,000	37,087	471,582	400,500	157,587
5.6	540,817	233,750	114,837	1,928,223	1,235,000	157,587
5.7	342,760	137,000	20,000	599,029	540,000	157,587
5.8	129,198	117,500	20,000	283,852	240,000	121,087
6.1	246,085	147,000	28,087	343,846	333,000	157,587
6.2	160,667	158,000	39,087	312,714	303,250	157,587
7.1	138,431	133,000	20,000	272,835	259,900	140,987
7.2	70,748	74,500	20,000	280,513	245,000	126,087
7.3	360,563	321,250	151,087	246,741	240,000	121,087
7.4	123,942	115,500	20,000	226,278	221,000	102,087
7.5	100,933	99,000	20,000	182,516	183,000	64,087
7.6	-	-		272,550	273,750	
	541,075	270,000		424,707	290,000	

Source: Miami-Dade County Property Appraiser GIS layer.

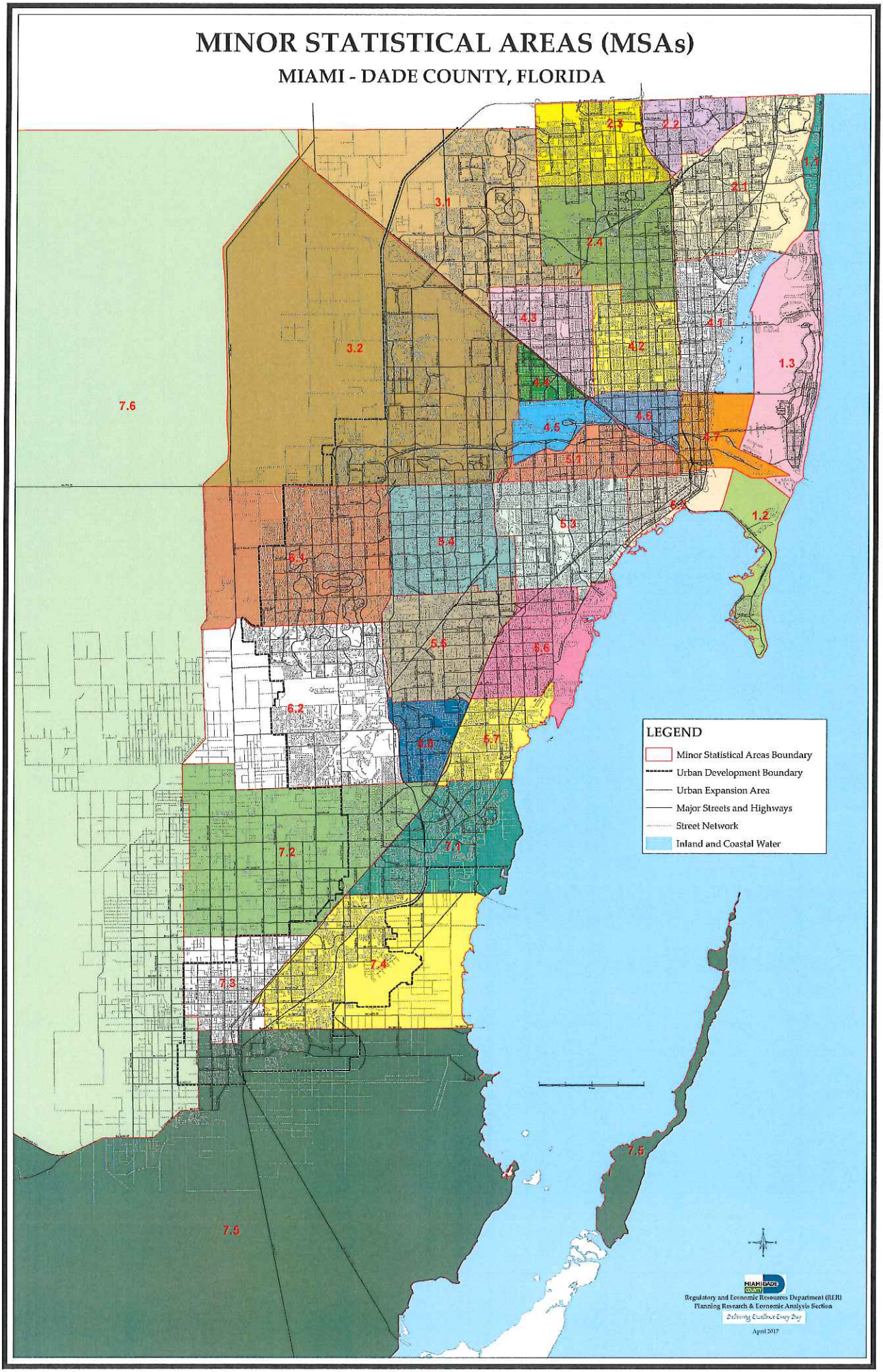
Prepared by Miami-Dade County, Department of Regulatory and Economic Resources, Planning Research and Economic Analysis, April 2017.

* The sold properties included in this analysis were those where the property ownership transfers are identifed by the Miami-Dade County Property Appraiser's Office with a Qualification Code of 01 or 02; meaning transfers qualified as arms' length and are included in sales ratio analysis.

EXHIBIT C

MINOR STATISTICAL AREAS (MSAs)

MIAMI - DADE COUNTY, FLORIDA



ORDINANCE NO. 2022-013

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 3, "DEFINITIONS" OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) TO EXPAND THE WORKFORCE HOUSING INCOME RANGE ELIGIBILITY REQUIREMENTS; AMENDING CHAPTER 8, "ZONING," TO CREATE SECTION 8.10.1, "WORKFORCE HOUSING PROGRAM," TO ESTABLISH MANDATORY MINIMUM WORKFORCE HOUSING UNIT REQUIREMENTS FOR ALL DEVELOPMENTS OF ~~50~~75 UNITS OR MORE THAT INCLUDE FOR-RENT UNITS IN THE T6 AND RM-70 ZONING DISTRICTS, AS WELL AS AMENDING SECTIONS 8.12.5 AND 8.15, TO PROVIDE FOR WORKFORCE HOUSING UNIT REQUIREMENTS IN CONNECTION WITH DENSITY BONUSES IN THE T6-24, T6-24MU, AND T6-30 TRANSECT ZONES; AND AMENDING CHAPTER 15, "FORM BASED CODE," BY DELETING THE PREVIOUS VOLUNTARY WORKFORCE HOUSING PROGRAM LANGUAGE; 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, on February 9, 2021, the Village Commission adopted Ordinance 2021-004, creating Chapter 15, "Form-Based Code," to implement the vision and goals of the NBV100 Master Plan, and amended related sections of the ULDC that were impacted by the new Chapter 15; and

WHEREAS, as part of the Form-Based Code, the Village Commission adopted a new Workforce Housing Program to advance the NBV100 Master Plan goals of Livability, Resilience, and Prosperity; and

WHEREAS, the Village's Workforce Housing Program is a voluntary program that provides density bonuses for the development of workforce housing under the provisions of current Sec. 15.2.H. of the ULDC; and

WHEREAS, the current Workforce Housing Program is applicable to mixed-use developments in the T6-24, T6-24MU (Municipal Use), and T6-30 transect zones located along Kennedy Causeway (79th Street Causeway); and

WHEREAS, income eligibility is presently limited to those households whose total income is between 80% and 100% of Miami-Dade County Median Household Income (MHI); and

WHEREAS, it is recognized that, despite the early success of the current program, a shortage of workforce housing exists in the Village which is detrimental to the public health, safety, and welfare; and

WHEREAS, the current housing stock in the Village is not affordable to many workers who would otherwise choose the Village as a place to live, but instead are forced to live in other areas of the County and commute greater distances; and

WHEREAS, Miami-Dade County (the "County") ~~is in the process of adopting an o~~has adopted Ordinance No. 22-125(~~File No. 221594~~) ~~to require~~ requiring municipalities to provide for workforce housing within the full breadth of workforce housing income ranges recognized by the County, specifically 60% to 140% of Miami-Dade County Area Medium Income, in order to encourage the development of workforce housing; and

WHEREAS, the Village consequently seeks to exercise its home rule powers and voluntarily amend the ULDC to expand the level of housing choices available to households by requiring a minimum number of workforce housing units in new and redevelopment projects with over 75 units which offer for-rent units and are located in the T6 and RM-70 zoning districts; by providing for an additional optional Workforce Housing Density Bonus for projects ~~with over 50 dwelling units~~ located in the various T6 transect zones, and by expanding the eligible workforce housing income range to be consistent with the County's; and

WHEREAS, the modifications provided herein are consistent with the NBV100 Master Plan, the Village's Comprehensive Plan, the Florida Community Planning Act, and Miami-Dade County's proposed ordinance; and

WHEREAS, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended approval to the Mayor and the Village Commission; and

WHEREAS, this Ordinance was presented to the Village Commission in two readings, with second reading conducted as the required public hearing on November 2, 2022; and

WHEREAS, the Mayor and Commission find that this Ordinance is in the best interest of the community.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS: [1]

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Chapter 3 of the Village's ULDC. That Chapter 3, "Definitions" of the Unified Land Development Code of North Bay Village, Florida is hereby amended to read as provided in Exhibit "A," which is incorporated herein and made a part hereof by this reference.

Section 3. Amending Chapter 8 of the Village's ULDC. That Chapter 8, "Zoning" of the Unified Land Development Code of North Bay Village, Florida is hereby amended to read as provided in Exhibit "B," which is incorporated herein and made a part hereof by this reference.

Section 4. Amending Chapter 15 of the Village's ULDC. That Chapter 15, "Form-Based Code" of the Unified Land Development Code of North Bay Village, Florida is hereby amended to read as provided in Exhibit "C," which is incorporated herein and made a part hereof by this reference.

Section 5. Applicability. This Ordinance shall not apply to any development project whose site plan application was filed with North Bay Village prior to the Effective Date of this Ordinance.

Section 6. 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 7. 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 8. 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 9. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

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[1] Coding: ~~Strikethrough words~~ are deletions to the existing text. Underlined words are additions to the existing text. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

PASSED on first reading on the 11th day of October, 2022.

PASSED AND ADOPTED on second reading on the 2nd day of November, 2022.

Brent Latham, Mayor

ATTEST:

Alba Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

First Reading:
Moved By: Mayor Latham
Seconded By: Commissioner Streitfeld

Second Reading:
Moved By: Commissioner Streitfeld
Seconded By: Vice Mayor Wilmoth

Vote on Final Adoption:

Mayor Brent Latham	Yes
Vice Mayor Marvin Wilmoth	Yes
Commissioner Richard Chervony	Yes
Commissioner Rachel Streitfeld	Yes
Commissioner Julianna Strout	Yes

EXHIBIT A
AMENDING CHAPTER 3 OF THE ULDC

CHAPTER 3, DEFINITIONS

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning. Refer to Chapter 8, Section 8.10.1 and to Chapter 15, Section 15.4. for definitions of terms that are pertinent to ~~Chapter 15~~those chapters of this Code. If a term is not defined in this section or in Chapters 8 and 15, the Village Manager or his/her designee shall determine the definition of the term. If there is a conflict between definitions provided in Chapters 8 or 15 and those provided in this section, Chapter 8 or 15 shall take precedence for the respective definition, as may be relevant and appropriate:

[…]

Workforce Housing Units. Housing units that are affordable to people in the workforce whose incomes are between ~~8~~60% and 1~~0~~40% of the Miami-Dade County area median income (AMI) as reported by the United States Department of Housing and Urban Development and adjusted to family size. See Chapter 8, Section 8.10.1., "Workforce Housing Program" for related terms.

[…]

EXHIBIT B
AMENDING CHAPTER 8 OF THE ULDC

§. 8.10.1 - Workforce Housing Program

It is recognized that a shortage of workforce housing exists in North Bay Village which is detrimental to the public health, safety, and welfare. The current housing stock in the Village is not affordable to many workers who would choose North Bay Village as a place to live and thus they are forced to live in other areas of Miami-Dade County and commute greater distances. The purpose of this regulation is to expand the level of housing choices available to households, by (i) requiring a minimum number of workforce housing units in new and redevelopment projects of 75 units or more located in the T6 and RM-70 zoning districts, and (ii) providing for an additional Workforce Housing Density Bonus (WHDB) to property owners with land located in the T6-24, T6-24MU and T6-30 transects, unless otherwise stipulated in an approved development agreement in connection with a Special Area Plan approval. The program is intended to serve the housing needs of people employed in the jobs that the general population of the community relies upon to make our community livable such as educators, first responders and service workers.

1. *Minimum Workforce Housing Unit Requirement*. A mandatory five percent (5%) of dwelling units in residential developments of seventy-five (75) units or more, up to the ~~base~~ maximum density ~~of 70 units per acre~~ permitted without bonuses shall be developed as workforce housing dwelling units for households with incomes between 60% and 140% of Miami-Dade County AMI.

2. *Workforce Housing Density Bonus Program*. Density bonuses may be approved by the Village Commission for participation in the Village public benefit program, in compliance with this section. The purpose of this regulation is to provide a Workforce Housing density bonus to property owners with land located in the ~~RM-70 zoning district, and the~~ T6-24, T6-24MU and T6-30 transect zones along Kennedy Causeway, for the planning and construction of workforce housing units for households with incomes between 80% and 100% of Miami-Dade County AMI.

   a. During the site plan review and approval process, the Village Commission may approve density up to 120 dwelling units per acre if the applicant for development approval sets aside a minimum additional five percent (5%) of the total units for non-subsidized workforce housing and pays the community contribution fee for each additional dwelling unit approved above the base density of 70 dwelling units per acre up to a maximum density of 120 units per acre, as stipulated in subsection D. below. The workforce housing units to be provided pursuant to this subsection are in addition to, and in excess of, the minimum workforce housing requirement set forth in subsection 8.10.1.A.

   b. Additional density above 120 dwelling units per acre, up to a maximum 150 units per acre may be approved by the Village Commission during the site plan review and approval process, with the provision of additional workforce housing, if the applicant for development approval sets aside a minimum additional five percent (5%) of the total units for non-subsidized workforce housing and pays the community contribution fee per additional dwelling unit approved above 120 units

per acre up to a maximum 150 units per acre, as stipulated in subsection F.4 below. The workforce housing units to be provided pursuant to this subsection are in addition to, and in excess of, the minimum workforce housing requirement set forth in subsections 8.10.1.A. and 8.10.1.B.1. Total density including bonuses shall not exceed 150 dwelling units per acre.

c. The following table summarizes the relationship between density and workforce housing units as a percentage of total units in a site plan:

Development Density	Workforce Housing Units Required (% of total units)	Eligible Income Range
50 – 70 UPA	5%	60%-140% of Miami-Dade County AMI
71 – 120 UPA	10%	First 5% of total units: 60%-140% of Miami-Dade County AMI Remaining requirement of 5% of total units: 80%-100% of Miami-Dade County AMI
121 – 150 UPA	15%	First 5% of total units: 60%-140% of Miami-Dade County AMI Remaining requirement of 10% of total units: 80%-100% of Miami-Dade County AMI

3. *Applicability*: The workforce housing requirements described above shall apply to multifamily residential developments located on parcels zoned T6-24, T6-30, T6-24MU or RM-70 that are offered for rent; as well as to any multifamily residential project approved for sale but which converts to for-rent units within five (5) years of issuance of a Certificate of Occupancy (CO). All CO's issued for a for-sale multifamily development shall include a condition referencing this requirement.

4. *Validity Period.* Development approvals shall be valid for two (2) years in accordance with these regulations following final approval by the Village Commission unless otherwise approved by development order. Approved site plans may be granted no more than two (2) one-year renewals, subject to approval by the Village Commission. To avoid expiration of the site plans, the applicant must apply for and obtain a full building permit for substantial construction prior to the expiration of the timeframes set forth above. Community contribution fees paid prior to expiration of a site plan

approval are not refundable, or transferable to a new site plan approval. A development seeking re-approval of a site plan that has lapsed, or a new site plan approval on a property where a site plan has lapsed, shall be assessed another community contribution fee for bonus density in accordance with this section.

5. *Community Contribution Fee*

a. Community contribution fees for bonus units over and above the base density shall be assessed by and be payable to the Village in accordance with its adopted Fee Schedule.

b. The fee per unit of bonus density per acre shall be reviewed and adjusted as necessary by the Village Commission during the annual budget process.

6. *Workforce Housing Program Administration*

a. Purpose. The purpose of this section is to create administrative procedures for the implementation of the Workforce Housing Program established pursuant to Chapter 15, Section 15.2.H Chapter 8, Section 8.10.1. of the North Bay Village Unified Land Development Code, and applicable to mixed-use developments in the T6-24, T6-24MU (Municipal Use) and T6-30 transect zones along Kennedy Causeway (79th Street Causeway).

b. *Definition of Terms.* The following definitions shall apply to this chapter. Additional relevant definitions are contained in Chapter 3 of the North Bay Village Unified Land Development Code:

Condominium means that form of ownership of real property created pursuant to Chapter 718 of the Florida Statutes, which is comprised entirely of units that are owned by one or more persons, and which there is, appurtenant to each unit, an undivided share in common elements.

Condominium Conversion has the meaning established by Sections 718.604—718.622 of the Florida Statutes.

Control Period means each 30-year period during which the affordability restrictions imposed by this article shall apply. The control period begins at the time of any sale or resale of the affected unit by every new Workforce Housing Unit owner.

Covered Development means all developments providing Workforce Housing units pursuant to Chapter 8, Section 8.10.1. of the North Bay Village Unified Land Development Code

Department means, unless otherwise indicated, the Department or Division designated by the Village Manager to administer this program or any successor agency.

Developer means any person, firm, corporation, partnership, limited liability company, association, joint venture, or any entity or combination of entities that apply for development orders or permits for residential dwelling units seeking to utilize the density bonus available pursuant to Chapter 8, Sections 8.12.5, 8.13.D, 8.15, and Chapter 15, Section 15.1.H. of the North Bay Village Unified Land Development Code, but does not include the state or any county, municipality, or any governmental entity.

Median Household Income (MHI) means the median income level for Miami- Dade County households as determined in the U.S. Census Bureau decennial census

and/or U.S. Census Bureau American Community Survey (ACS) 5-Year Estimates, which are updated every year.

Program Administrator means, unless otherwise indicated, the individual or individuals designated by the Village Manager to administer the Workforce Housing Program.

Eligible Household means a household whose total income is between ~~8~~60% and 1~~0~~40% of Miami-Dade County Median Household Income (MHI).

Eligible Household Income means any income derived from any proposed occupants of a Workforce Housing unit who are 18 years of age or older and who will use the unit as their primary residence.

Household means any natural person who occupies a Workforce Housing unit as their primary residence.

Market Rate Dwelling Units means all dwelling units in a covered development that are not Workforce Housing units as defined herein.

Qualified Household means an eligible household with annual incomes within the affordability ranges established in this Code.

Qualified Improvement means any addition or replacement to the Workforce Housing unit that adds materially to the value of the unit, prolongs the unit's useful life, or adapts the Workforce Housing unit to new uses and the replacement of any existing amenities.

Workforce Housing Density Bonus Agreement means a written agreement between an applicant for a development and the Village containing specific requirements to ensure the continuing affordability of the workforce housing units included in a development during the control period.

Workforce Housing Unit means a rental dwelling unit occupied by an eligible workforce household where the maximum monthly rental cost shall be restricted to an amount affordable to a workforce household with a total annual income between ~~8~~60% and 1~~0~~40% of Miami-Dade County MHI.

Workforce Housing Unit Rent means rents that do not exceed the maximum monthly Rent Limits as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual Income Limits and Rent Limits and as used by Florida Housing Finance Corporation for its multifamily rental programs (published annually at http://www.floridahousing.org).

c. *Compliance Procedures.* Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement.

1) Every Workforce Housing unit established pursuant to Chapter 15, Section 15.2.1. of the North Bay Village Unified Land Development Code shall be offered for rent to a qualified household to be used for their own primary residence.

2) Prior to the initial rental of any workforce unit, the owner must record the Workforce Housing Density Bonus Agreement in the chain of title for that unit, at no cost to the Village, and submit recordation documentation to the Village. The rental contract for the unit must also contain a clause summarizing the

workforce housing requirements and rent level control and referencing the recorded Workforce Housing Density Bonus Agreement.

3) The maximum rental rates for workforce units shall not exceed the affordability limit of an eligible workforce household making an annual income within the applicable median household income range pursuant to this section as published annually by North Bay Village.

d. *Application of Workforce Housing Density Bonus*. Any development proposing to utilize the density bonus allowed pursuant to Section 8.10.1 must submit a Workforce Housing Density Bonus zoning application with their application for site plan review to the Village for consideration and approval by the City Commission. At a minimum, the density bonus application shall include:

1) General description of the development including location, size, land use, zoning, and the number of rental units and/or for sale units the development will contain.

2) Conceptual development plan showing the proposed location of the Workforce Housing rental units.

3) Total number of market rate and Workforce Housing units.

4) Estimated initial monthly rent for each Workforce Housing unit.

5) Provide the size in terms of square feet and number of bedrooms for each Workforce Housing unit.

6) Location in development of each Workforce Housing unit and its applicable AMI affordability range.

7) If construction is to be phased, a phasing plan identifying the number of Workforce Housing units and market-rate units in each phase.

8) Documentation and plans regarding the interior and exterior appearances, materials, and finishes of the bonus units if not exactly the same as the market-rate units; and

9) Any other relevant information requested by the Village.

e. Workforce Housing Density Bonus Unit Criteria.

1) Workforce Housing units shall be built on the same site as the proposed development.

2) Workforce Housing units must be reasonably dispersed throughout the project, and not clustered together or segregated in any way, from the market-rate units.

3) On average, Workforce Housing units must contain the same number of bedrooms and quality of construction as the other market-rate units in the development.

4) Workforce Housing units shall be developed simultaneously with, or prior to the development of the other market-rate units.

5) If the development is phased, the phasing plan shall provide for the construction of Workforce Housing units proportionately and concurrently with the market rate units; and

6) The interior building materials and finishes of the Workforce Housing units shall be substantially the same type and quality as market-rate.

7) Workforce Housing units aimed at workers considered essential (such as educators, first responders (e.g., police and firefighters), and service workers) shall be prioritized.

f. *Workforce Housing Density Bonus Agreement*.

1) Prior to the approval of any development order or permit for any development in which the Workforce Housing density bonus is requested, the applicant shall enter into a Workforce Housing Density Bonus Agreement with the Village, which shall set forth the commitments and obligations of the applicant to ensure compliance with these regulations.

2) The applicant shall execute all documents deemed necessary by the Village in a form to be established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for tenants of rental units.

g. *Maintenance of Rent Affordability*.

1) On an annual basis, the Village Manager, or his/her designee, shall make available copies of updated AMI ranges, and associated rental rate limits applicable to Workforce Housing units in North Bay Village based on official information available from Miami-Dade County or the U.S. Department of Housing and Urban Development.

2) The time period during which the rental rate for a Workforce Housing unit under these regulations is required to be controlled within a specified affordability range is 30 years.

3) Workforce housing rental unit owners are required to submit an annual report to the Village on or before January 30 of each year, verifying that all designated Workforce Housing units they own are being rented at rates affordable to area households with annual incomes within the affordability ranges established in this Code. Documentation may be in the form of a notarized affidavit stating the current annual rent for each unit together with collaborating documentation, or other form acceptable to the Village Manager.

h. *Violations*.

1) It is a violation of this ordinance to:

a) Fail to file required affidavits or audits when required.

b) Rent or lease a Workforce Housing unit to a person or family that is not income eligible as required by this Code.

c) Knowingly give false or misleading information relating to this program to any Village employee.

d) Participate, in any way, in the lease or rental of a Workforce Housing unit which violates any provision of this Code or a Workforce Housing Density Bonus Agreement.

2) The fine for each violation of these provisions shall be in conformance with the procedures and fines in Chapter 153 of the North Bay Village Code of Ordinances, as amended.

3) Appeals to any violations issued by North Bay Village under these regulations shall be processed pursuant to the North Bay Village Code Compliance appeals procedure in Chapter 153, North Bay Village Code of Ordinances, as amended.

[…]

§ 8.12.5 – Density Bonus Program for the T6 transect

For projects within the T6-24, T6-24MU and T6-30 transect zones along Kennedy Causeway, the base density shall be 70 dwelling units per acre. The total density including bonuses shall not be approved for more than 150 dwelling units per acre. See Section ~~15.2.H.~~ 8.10.1.

A. Community contribution fees stipulated in Section 8.13.D below shall be payable to the Village for each additional unit of density above the base density. See Section ~~15.2.H~~ 8.10.1 for specific requirements.

[…]

§ 8.15 – Development agreement for projects with bonus height, bonus density, and/or transferred development rights

Prior to the approval of a site plan that requests bonus density pursuant to Section 8.10, and Section ~~15.2.H~~ 8.10.1, bonus height pursuant to Section 8.12, and/or the transfer of development rights pursuant to Section 8.13, the Village and the owner of the subject property shall agree on tentative terms for a standard Development Agreement, which shall be presented to the Village Commission as support documentation for the site approval request. The Development Agreement shall reflect any additional terms imposed by the Village Commission as conditions of approval and shall be executable by the Village and the owner of the subject property following Commission approval. The Development Agreement, along with any accompanying development orders, shall vest the project with any density, height, and/or TDR approvals, notwithstanding any future amendments to either the Code or Comprehensive Plan reducing any applicable bonus or modifying the TDR process, provided that the project has not had a failure to commenced as provided herein. The agreement shall contain and address the following information, when applicable:

[…]

EXHIBIT C

AMENDING CHAPTER 15 OF THE ULDC

§ 15.2. General to Transect Zones

~~*H. Bonuses - Density Bonus Program*~~

~~Density bonuses may be approved by the Village Commission for participation in the Village public benefit program, in compliance with the following provisions (See also Chapter 8, Sections 8.13.D. and 8.15).~~

~~1. During the site plan review and approval process, the Village Commission may approve density up to 120 dwelling units per acre if the applicant for development approval sets aside a minimum five percent (5%) of the total units for non-subsidized workforce housing and pays the community contribution fee for each additional unit of density above the base density of 70 dwelling units per acre, as stipulated in subsection H.4. below~~

~~a. Development approvals shall be valid for two (2) years in accordance with these regulations following final approval by the Village Commission unless otherwise approved by development order. Approved site plans may be granted no more than two (2) one-year renewals, subject to approval by the Village Commission. To avoid expiration of the site plans, the applicant must apply for and obtain a full building permit within the timeframes set forth above.~~

~~b. In addition to providing workforce housing, a development whose site plan approval has expired will be assessed another community contribution fee per additional unit of density upon reapplication for site plan approval.~~

~~2. Within two (2) years from the adoption date of these regulations, projects may apply for additional bonus density up to 150 dwelling units per acre. Total density including bonuses shall not exceed 150 dwelling units per acre.~~

~~a. Additional density above 120 dwelling units per acre may be approved by the Village Commission during the site plan review and approval process, with the provision of workforce housing, if the applicant for development approval sets aside a minimum five percent (5%) of the total units for non-subsidized workforce housing and pays the community contribution fee per additional unit of density, as stipulated in subsection H.4 below.~~

~~b. Within the two-year timeframe, projects are required to receive site plan approval by the Village Commission.~~

~~3. Applications for density greater than 120 dwelling units per acre made more than two (2) years from the adoption of these regulations may be granted additional density bonuses as a percent of workforce housing units included in the development up to a maximum density bonus of twenty-five percent (25%), as enumerated in subsection H.5.b. below. Density bonus applications shall be subject to the payment of a community contribution fee for each additional unit of density, as stipulated in subsection H.4 below.~~

~~4. Community Contribution Fee~~

1. Community contributions fees for additional units of density shall be assessed by and be payable to the Village in accordance with its adopted Fee Schedule.

2. The fee per unit of bonus density shall be reviewed and adjusted as necessary by the Village Commission during the annual budget process.

1. Workforce Housing Density Bonus Program

a. The purpose of this regulation is to provide a Workforce Housing density bonus to property owners with land located in the T6-24, T6-24MU and T6-30 transect zones along Kennedy Causeway, for the planning and construction of housing affordable to workers in North Bay Village.

b. Additional density bonuses above 120 dwelling units per acre may be granted as a percent of workforce housing units in the development up to a maximum density bonus of twenty-five percent (25%) as follows:

Workforce Housing Units Set Aside	Density Bonus
5%	5%
6%	9%
7%	13%
8%	19%
9%	21%
10%	25%

.

§ 15.2.1. Workforce Housing Program Administration

A. Purpose.

The purpose of this section is to create administrative procedures for the implementation of the Workforce Housing Program established pursuant to Chapter 15, Section 15.2.H Chapter 8, Section 8.10.1. of the North Bay Village Unified Land Development Code, and applicable to mixed-use developments in the T6-24, T6-24MU (Municipal Use) and T6-30 transect zones along Kennedy Causeway (79th Street Causeway).

B. Definition of Terms.

The definitions contained in Chapter 15, Section 15.2.1. of the North Bay Village Unified Land Development Code, shall apply to this chapter in addition to the following:

Condominium means that form of ownership of real property created pursuant to Chapter 718 of the Florida Statutes, which is comprised entirely of units that are owned by one or more persons, and which there is, appurtenant to each unit, an undivided share in common elements.

Condominium Conversion has the meaning established by Sections 718.604—718.622 of the Florida Statutes.

Control Period means each 30-year period during which the affordability restrictions imposed by this article shall apply. The control period begins at the time of any sale or resale of the affected unit by every new Workforce Housing Unit owner.

Covered Development means all developments providing Workforce Housing units pursuant to Chapter 158, Section 15.2.H8.10.1. of the North Bay Village Unified Land Development Code

Department means, unless otherwise indicated, the Department or Division designated by the Village Manager to administer this program or any successor agency.

Developer means any person, firm, corporation, partnership, limited liability company, association, joint venture, or any entity or combination of entities that apply for development orders or permits for residential dwelling units seeking to utilize the density bonus available pursuant to Chapter 8, Sections 8.12.5, 8.13.D, 8.15, and Chapter 15, Section 15.1.H. of the North Bay Village Unified Land Development Code, but does not include the state or any county, municipality, or any governmental entity.

Median Household Income (MHI) means the median income level for North Bay Village Miami-Dade County households as determined in the U.S. Census Bureau decennial census and/or U.S. Census Bureau American Community Survey (ACS) 5-Year Estimates, which are updated every year.

Program Administrator means, unless otherwise indicated, the individual or individuals designated by the Village Manager to administer the Workforce Housing Program.

Eligible Household means a household whose total income is between 80% and 100% of Miami-Dade County Median Household Income (MHI).

Eligible Household Income means any income derived from any proposed occupants of a Workforce Housing unit who are 18 years of age or older and who will use the unit as their primary residence.

Household means any natural person who occupies a Workforce Housing unit as their primary residence.

Market Rate Dwelling Units means all dwelling units in a covered development that are not Workforce Housing units as defined herein.

Qualified Household means an eligible household with annual incomes within the affordability ranges established in this Code.

Qualified Improvement means any addition or replacement to the Workforce Housing unit that adds materially to the value of the unit, prolongs the unit's useful life, or adapts the Workforce Housing unit to new uses and the replacement of any existing amenities.

Workforce Housing Density Bonus Agreement means a written agreement between an applicant for a development and the Village containing specific requirements to ensure the continuing affordability of the workforce housing units included in a development during the control period.

Workforce Housing Unit means a rental dwelling unit occupied by an eligible workforce household where the maximum monthly rental cost shall be restricted to an amount affordable to a workforce household with a total annual income between 80% and 100% of Miami-Dade County MHI.

Workforce Housing Unit Rent means rents that do not exceed the maximum monthly Rent Limits as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual Income Limits and Rent Limits and as used by Florida Housing

Finance Corporation for its multifamily rental programs (published annually at http://www.floridahousing.org).

C. Compliance procedures.

Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement.

1. Every Workforce Housing unit established pursuant to Chapter 15, Section 15.2.1. of the North Bay Village Unified Land Development Code shall be offered for rent to a qualified household to be used for their own primary residence.
2. Prior to the initial rental of any workforce unit, the owner must record the Workforce Housing Density Bonus Agreement in the chain of title for that unit, at no cost to the Village, and submit recordation documentation to the Village. The rental contract for the unit must also contain a clause summarizing the workforce housing requirements and rent level control and referencing the recorded Workforce Housing Density Bonus Agreement.
3. The maximum rental rates for workforce units shall not exceed the affordability limit of an eligible workforce household making an annual income within the applicable median household income range pursuant to this section as published annually by North Bay Village.

D. Application of Workforce Housing Density Bonus

1. Any development proposing to utilize the density bonus allowed in a transect zone pursuant to Section 8.10.1 must submit a Workforce Housing Density Bonus zoning application with their application for site plan review to the Village for consideration and approval by the City Commission. At a minimum, the density bonus application shall include:
    a. General description of the development including location, size, land use, zoning, and the number of rental units and/or for sale units the development will contain;
    b. Conceptual development plan showing the proposed location of the Workforce Housing rental units;
    c. Total number of market rate and Workforce Housing units;
    d. Estimated initial monthly rent for each Workforce Housing unit;
    e. Provide the size in terms of square feet and number of bedrooms for each Workforce Housing unit;
    f. Location in development of each Workforce Housing unit and its applicable AMI affordability range;
    g. If construction is to be phased, a phasing plan identifying the number of Workforce Housing units and market-rate units in each phase;
    h. Documentation and plans regarding the interior and exterior appearances, materials, and finishes of the bonus units if not exactly the same as the market-rate units; and
    i. Any other relevant information requested by the Village.

E. Workforce Housing Density Bonus Unit Criteria

1. Workforce Housing units shall be built on the same site as the proposed development.

2. Workforce Housing units must be reasonably dispersed throughout the project, and not clustered together or segregated in any way, from the market-rate units.

3. On average, Workforce Housing units must contain the same number of bedrooms and quality of construction as the other market-rate units in the development.

4. Workforce Housing units shall be developed simultaneously with, or prior to the development of the other market-rate units.

5. If the development is phased, the phasing plan shall provide for the construction of Workforce Housing units proportionately and concurrently with the market rate units; and

6. The interior building materials and finishes of the Workforce Housing units shall be substantially the same type and quality as market-rate.

F. Workforce Housing Density Bonus Agreement

1. Prior to the approval of any development order or permit for any development in which the Workforce Housing density bonus is requested, the applicant shall enter into a Workforce Housing Density Bonus Agreement with the Village, which shall set forth the commitments and obligations of the applicant to ensure compliance with these regulations.

2. The applicant shall execute all documents deemed necessary by the Village in a form to be established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for tenants of rental units.

G. Maintenance of Rent Affordability

1. On an annual basis, the Village Manager, or his/her designee, shall make available copies of updated AMI ranges, and associated rental rate limits applicable to Workforce Housing units in North Bay Village based on official information available from Miami-Dade County or the U.S. Department of Housing and Urban Development.

2. The time period during which the rental rate for a Workforce Housing unit under these regulations is required to be controlled within a specified affordability range is 30 years.

3. Workforce housing rental unit owners are required to submit an annual report to the Village on or before January 30 of each year, verifying that all designated Workforce Housing units they own are being rented at rates affordable to area households with annual incomes within the affordability ranges established in this Code. Documentation may be in the form of a notarized affidavit stating the current annual rent for each unit together with collaborating documentation, or other form acceptable to the Village Manager.

H. Violations

1. It is a violation of this ordinance to:

a. Fail to file required affidavits or audits when required.

b. Rent or lease a Workforce Housing unit to a person or family that is not income eligible as required by this Code.

c. Knowingly give false or misleading information relating to this program to any Village employee.

d. ~~Participate, in any way, in the lease or rental of a Workforce Housing unit which violates any provision of this Code or a Workforce Housing Density Bonus Agreement.~~

2. ~~The fine for each violation of these provisions shall be in conformance with the procedures and fines in Chapter 153 of the North Bay Village Code of Ordinances, as amended.~~

3. ~~Appeals to any violations issued by North Bay Village under these regulations shall be processed pursuant to the North Bay Village Code Compliance appeals procedure in Chapter 153, North Bay Village Code of Ordinances, as amended.~~

[…]

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§ 15.7.B. Summary Table and Illustrations – T6-24 and T6-24MU (Municipal Use).

1. BUILDING DISPOSITION	
i. LOT OCCUPATION	
a. Lot Area	10,000 sf min.
b. Lot Width	100 ft. min.
c. Lot Coverage	90% max.
d. Floor Lot Ratio	13.0
e. Frontage at Front Setback	70% min.
f. Open Space Requirement	10% Lot Area min.
g. Density with Bonus (1)	120 du/acre (see also Sec. ~~15.2.H~~ 8.10.1.) †
h. Density with Bonus (2)	150 du/acre (see also Sec. ~~15.2.H~~. 8.10.1)
ii. BUILDING SETBACK	
a. Primary Front–Kennedy Cswy.	20 ft.
b. Primary Front – Waterfront	25 ft. min.
c. Secondary Front/Side A	10 ft. min.
d. Side B	0 ft. min
e. Rear	5 ft. min[1]
f. Stepback 1 (All Sides)	10 ft. min. above 5th Story
g. Stepback 2 (All Sides)	5 ft. min. above 15th Story
2. BUILDING CONFIGURATION	
i. FRONTAGE	
a. Common Lawn	Prohibited
b. Porch and Fence	Prohibited
c. Terrace	Prohibited
d. Forecourt	Allowed[2]
e. Stoop	Allowed[3]
f. Shopfront	Allowed
g. Gallery	Allowed
h. Arcade	Prohibited
ii. BUILDING HEIGHT	
a. Min. Building Height	2 Stories
b. Max. Pedestal Height	5 Stories
c. Max. Building Height	24 Stories or 240 feet
1. Rear setback shall be 15 ft. min. when not abutting an alley and shall be 50 ft. min. above the fifth Story when the rear lot line abuts a lower Transect Zone or RS-1, RS-2 or RM-40 Residential Zoning District. 2. Forecourts shall be pedestrian only. 3. Not allowed facing Kennedy Causeway.	

† Note: Development approvals shall be valid for two years in accordance with these regulations following final approval by the Village Commission unless otherwise approved by development order. Such site plans may be granted no more than two (2) one-year renewals, subject to approval by the Village Commission. To avoid expiration of the site plans, the applicant must apply for and obtain a full building permit within the time frames set forth above. See ~~s~~Section ~~15.2.H~~ 8.10.1 for additional requirements.

§ 15.7.C. Summary Table and Illustrations – T6-30.

1. BUILDING DISPOSITION	
i. LOT OCCUPATION	
a. Lot Area	10,000 sf min.
b. Lot Width	100 ft. min.
c. Lot Coverage	75% max.
d. Floor Lot Ratio	13.0
e. Frontage at Front Setback	70 % min.
f. Open Space Requirement	10% Lot Area min.
g. Density with Bonus (1)	120 du/acre (see also Sec. ~~15.2.H~~.8.10.1) †
h. Density with Bonus (2)	150 du/acre (see also Sec. ~~15.2.H~~. 8.10.1)
ii. BUILDING SETBACK	
a. Primary Front – Kennedy Cswy.	20 ft.
b. Primary Front – Waterfront	25 ft. min.
c. Side West (View Corridor)	20% of Lot Width min.
d. Side East	0 ft. min. - 15 ft. max.
e. Stepback (Kennedy Causeway and Side Yards; Optional Stepback in Waterfront Yard – see Building Height Illustration)	10 ft. min. above the 5th Story
2. BUILDING CONFIGURATION	
i. FRONTAGE (Kennedy Causeway)	
a. Common Lawn	Prohibited
b. Porch and Fence	Prohibited
c. Terrace	Prohibited
d. Forecourt	Allowed[1]
e. Stoop	Allowed[2]
f. Shopfront	Allowed
g. Gallery	Required
h. Arcade	Allowed (Replaces Gallery)
i. Habitable Liners	Optional
ii. BUILDING HEIGHT	
a. Min. Building Height	2 Stories
b. Max. Pedestal Height	5 Stories or 100 feet
c. Max. Building Height	30 Stories or 340-feet
1. Forecourts shall be pedestrian only. 2. Not allowed facing Kennedy Causeway	

† Note: Development approvals shall be valid for two years in accordance with these regulations following final approval by the Village Commission unless otherwise approved by development order. Such site plans may be granted no more than two (2) one-year renewals, subject to approval by the Village Commission. To avoid expiration of the site plans, the applicant must apply for and obtain a full building permit within the time frames set forth above. See ~~s~~Section ~~15.2.H~~ 8.10.1 for additional requirements.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; 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, on February 9, 2021, the Village Commission adopted Ordinance 2021-004, creating Chapter 15, "Form-Based Code," to implement the vision and goals of the NBV100 Master Plan, a master visioning and planning process guided by principles which originated from the common concerns of North Bay Village residents, and 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, as part of the Form-Based Code, the Village Commission adopted a Workforce Housing Program to advance the NBV100 Master Plan goals of Livability, Resilience, and Prosperity; and

WHEREAS, the Village Commission finds that the promotion of workforce housing is an important goal that is needed by the community's residents and is conducive to a vibrant, functional Village by providing housing opportunities for multiple income levels;

WHEREAS, while rents and for-sale prices can be controlled, condominium projects create unique challenges for the incorporation of workforce housing units because of condominium maintenance and special assessment obligations that will come under the control of condominium boards that need the ability to modify them to respond to the evolving maintenance needs of buildings as laws change and buildings age; and

WHEREAS, due to these concerns, on November 2, 2022, the Village Commission adopted Ordinance 2022-013, amending the workforce housing program, which among other things, amended the workforce housing program, applying it Village-wide through its incorporation into Chapter 8 of the ULDC, to require such income-restricted housing

only in for-rent projects with over 75 units located in the T6 or RM-70 zoning districts and for density bonuses, and amended the applicable Area Medium Income to match that of Miami-Dade County; and

WHEREAS, the Village Commission seeks to further promote workforce housing within the Village by creating a payment in-lieu mechanism for condominium developments to fund certain workforce housing programs as an alternative to the on-site provision of workforce housing units; and

WHEREAS, the Village has identified the payment in-lieu of workforce housing as an equitable alternative, to effectuate for-sale properties participation in the program; and

WHEREAS, the funds collected by the payment in-lieu program will be used by the Village to fund certain workforce housing initiatives in an effort to maintain affordability in the Village; and

WHEREAS, the ULDC and the modifications provided herein are consistent with the NBV100 Master Plan, the Village's Comprehensive Plan, and the Florida Community Planning Act; and

WHEREAS, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended approval to the Mayor and the Village Commission; and

WHEREAS, this Ordinance was duly noticed and presented to the Village Commission in two readings, with public hearings on_____ and _____; and

WHEREAS, the Mayor and Commission find that this Ordinance is in the best interest of the community.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:[1]

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Chapter 8 of the Village's ULDC. That Chapter 8, entitled "Zoning" of the Unified Land Development Code of North Bay Village, Florida is hereby amended to read as provided in **Exhibit "A**,**"** which is incorporated herein and made a part hereof by this reference.

Section 3. Legislative Intent. It is the intent of the Village Commission that the provisions of this Ordinance be implemented as shown in the worksheet provided as

[1] Coding: ~~Strikethrough words~~ are deletions to the existing text. Underlined words are additions to the existing text. Changes between first and second reading are indicated with a ~~double strikethrough~~ and double underline.

Exhibit "B". The sample calculations contained therein shall be used as a template for future calculations.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. 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 re-lettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Implementation. The Village Manager is authorized to take whatever actions necessary to implement this Ordinance, including but not limited to establishing a workforce housing trust fund. Monies deposited into the trust fund based on this Ordinance shall be subject to all procurement requirements of the Village Charter and Code. A project with an active site plan approval obtained prior to the adoption of this Ordinance shall have thirty days from the adoption of this Ordinance to notify the Village of their intent to satisfy their workforce housing requirements pursuant to provisions provided herein. For previously approved projects with an active site plan, the date of notification shall serve as the date of site plan approval for the purpose of data calculations and determining the applicable payment schedule.

Section 7. 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 8. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

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PASSED on first reading on the ____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2023.

_____
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 Reading:
Moved By:
Seconded By:

Second Reading:
Moved By:
Seconded By:

Vote on Final Adoption:
Mayor Brent Latham
Vice Mayor Richard Chevrony
Commissioner Goren Cuk
Commissioner Andrew Rotondaro
Commissioner Rachel Streitfeld

Exhibit A

AMENDING CHAPTER 8 OF THE ULDC

[…]

§. 8.10.1 - Workforce Housing Program

[…]

Applicability: The workforce housing requirements described above shall be satisfied through on-site provision of qualifying units for ~~apply to~~ multifamily residential developments located on parcels zoned T6-24, T6-30, T6-24MU or RM-70 that are offered for rent; as well as to any multifamily residential project approved for sale but which converts to for-rent units within five (5) years of issuance of a Certificate of Occupancy (CO). All CO's issued for a for-sale multifamily development shall include a condition referencing this requirement. For-sale condominium development located on parcels zoned T6-24, T6-30 or T6-24MU that avail themselves of density bonuses may provide for development of workforce housing units on-site or may instead satisfy workforce housing obligations through a payment in-lieu of workforce housing, as set forth in Section 8.10.2, at the applicant's option.

[…]

§. 8.10.2 – Payment in Satisfaction of Workforce Housing Requirements for Condominium Developments

The provision of workforce housing units within a for-sale development may be satisfied by a developer paying an "in-lieu" fee to the Village to be deposited in the Village's workforce housing trust fund. The "in-lieu" fee calculation shall be calculated at the time of site plan approval and the developer shall determine whether to satisfy their workforce housing requirement pursuant to this section or provide them on-site prior to site plan approval and inform the Village accordingly. The Developer shall be responsible for providing the Village with the necessary data and calculations for their review. This program is intended to allow the Village flexibility in the provision and maintenance of workforce housing.

1. *Definitions.* This subsection provides definitions for terms used in this section that are technical in nature. If there is a conflict between this section and other definitions provided in the Code, this subsection shall take precedence.

    a. *"Affordable Purchase Price"* shall be the most recent estimated purchase price for a family of four at 100 percent of median family income issued by Miami-Dade County.

b. *"Village-wide mean sales*" shall be demonstrated by the Developer, subject to review and approval by the Village Manager or their designee, at the time the project receives site plan approval. The figure shall be calculated by averaging the sales price of apartments sold in the Village through arms-length transactions over the past two-years. The sales data shall be based on the Miami-Dade County Property Appraiser's public records and sales that vary by more than 30% of the median sales price over such time period shall not be taken into account.

2. *Fee Calculation*. The "in-lieu" fee shall be calculated at the time of site plan approval as follows:

Village-wide mean sales price

(minus)

Affordable Purchase Price

(equals)

Payment in-lieu per unit.

3. *Fee Collection.* Should the developer elect to satisfy the provision of workforce housing pursuant to this section they shall have the option to select between the following payment options:

   a. 10% of the “in-lieu” fee within 30 days of site plan approval, with the remaining 90% due to the Village prior to the issuance of the project's master building permit; or

   b. 35% of the “in-lieu” fee within one year of site plan approval, with the remaining 65% due to the Village prior to the issuance of the project's master building permit.

   Developer shall inform the Village of which payment option they have selected at the time of site plan approval. All payments to the Village are non-refundable and any density obtained on their basis is conditioned upon the applicant or property owner maintaining the site plan approval as valid. If the site plan approval expires, both the density and any payments made thereon shall be forfeited to the Village.

4. *Workforce Housing Trust Fund*. The Village shall establish a workforce housing trust fund for the purpose of collecting all funds related to Village's workforce housing programs pursuant to this article.

a. The funds collected for deposit in the workforce housing trust fund may be utilized for the following workforce housing programs:

i. *Rental Assistance Program.* The Village shall be permitted to establish a rental assistance program in which the funds collected pursuant to this section may be used to fund grants to assist qualified households with rental payments to help maintain affordability in the Village. To qualify for a grant, a household must submit an application, in a form to be provided by the Village Manager and Village Attorney, establishing their status as a qualified household. Then the Village Manager or their designee shall hold a lottery to determine who should receive the available grants. Priority shall be given as provided in section 8.10.2(5).

ii. *Homeowner Assistance Program.* The Village shall be permitted to establish a homeowner assistance program in which the funds collected pursuant to this section may be used to fund grants to assist qualified households with homeowners' or condominium association maintenance fees and special assessments to maintain affordability in the Village. To qualify for a grant, a household must submit an application, in a form to be provided by the Village Manager and Village Attorney, establishing their status as a qualified household. The Village Manager or their designee shall hold an annual lottery to determine who should receive any then-available grants. Priority shall be given as provided in section 8.10.2(5).

iii. *Down Payment Assistance.* The Village shall be permitted to establish a down payment assistance grant program in which the funds collected pursuant to this section may be used to fund grants to assist qualified households with down payments to purchase property within the Village. To qualify for a grant, a household must submit an application, in a form to be provided by the Village Manager and Village Attorney, establishing their status as a qualified household. The Village Manager or their designee shall hold an annual lottery to determine who should receive any then-available grants. Priority shall be given as provided in section 8.10.2(5).

iv. *Rehabilitation Assistance Grant Program.* The Village shall be permitted to establish a rehabilitation assistance grant program in which the funds collected pursuant to this section may be used to fund grants to assist qualified households with the rehabilitation of owner-occupied units. To qualify for a grant, a household must submit an application, in a form to be provided by the Village Manager and Village Attorney, establishing their status as a qualified household. The Village Manager or their designee shall hold an

annual lottery to determine who should receive any then-available grants. Priority shall be given as provided in section 8.10.2(5).

v. *Administration; Consulting Services*. The Village may use a portion of the trust fund monies to administer the fund or retain consulting services, through resolution of the Village Commission, to administer the provisions of this section and/or provide the Village with strategic advice regarding the provision of workforce housing within its jurisdiction.

b. The Village Commission may from time to time authorize additional programs which may be funded through the workforce housing trust fund by resolution.

c. The Village Manager, or their designee, shall provide the required supervision for the workforce housing trust account and shall oversee the account, with all expenditures made pursuant to the Village Charter and Code. A financial status report on the workforce housing trust account shall be provided to the Village Commission on or before October 1 of each calendar year.

5. *Essential Worker Prioritization*.

a. The programs created pursuant to sub-section 4 shall give priority to the following types of essential workers, provided that any essential worker household applying for assistance under such programs shall qualify pursuant to the income guidelines established in Sec. 8.10.1 of the ULDC:

i. North Bay Village Police, Fire Department employee or general employees of North Bay Village.

ii. Miami-Dade County Public School employees working at a school in North Bay Village.

iii. Licensed health professionals working in North Bay Village.

iv. Residents employed by North Bay Village.

b. The priority list may be modified or supplemented from time to time by Village Commission resolution; however, nothing shall preclude other eligible households from applying for the workforce housing programs and being considered for the Village's workforce housing programs.

Exhibit "B"

SAMPLE CALCULATION

PROPOSED PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS:

The payment in-lieu formula included in the proposed ordinance ("Ordinance") is based on the formula detailed in Miami-Dade County ("County") Implementing Order No: IO 3-60: Administration of the Workforce Housing Development Program. The County formula has been adapted to better suit the current market conditions in North Bay Village.

If the proposed Ordinance is adopted, the payment in-lieu for each required workforce housing unit would be determined at the time of site plan approval according to the following formula:

Village-wide mean sales price

(minus)

Affordable Purchase Price

(equals)

Payment in-lieu per unit.

DEFINITIONS:

The Ordinance proposes the following definitions for the factors listed above:

"*Affordable Purchase Price*" shall be the most recent estimated purchase price for a family of four at 100 percent of median family income issued by Miami-Dade County.

"*Village-wide mean sales*" shall be demonstrated by the Developer, subject to review and approval by the Village Manager or their designee, at the time the project receives site plan approval. The figure shall be calculated by averaging the sales price of apartments sold in the Village through arms-length transactions over the past two-years. The sales data shall be based on the Miami-Dade County Property Appraiser's public records and sales that vary by more than 30% of the median sales price over such time period 0 shall not be taken into account.

SUPPORTING DATA

NORTH BAY VILLAGE – MEAN SALES PRICE FOR 2022 & 2023

In accordance with the definition provided in the Ordinance, the data reflected below was pulled from the Miami-Dade County Property Appraiser's public records and is based on the median sales price of the current & previous year at time of site plan approval (which for the purpose of this analysis we have assumed is July 2023).

Appraisal/NBV Sales Report for 2022 and 2023:

- 2022 Mean Sales Price: $379,078.31
- 2023 Mean Sales Price: $457,952.63
- 2022 & 2023 COMBINED Mean Sales Price: **$418,515.47**

AFFORDABLE PURCHASE PRICE FOR A FAMILY OF 4:[2]

Area Median Income (AMI %)	***Area Median Income ($ Amt.)***	***Estimated Purchase Price***
60%	$54,200.00	$142,275.00
80%	$72,300.00	$189,780.00
100%	**$90,400.00**	**$237,300.00**
120%	$108,480.00	$284,760.00
140%	$126,560.00	$299,900.00

*Note: The proposed calculation is based on the affordable purchase price at time of site plan approval. The data shown above is from 2021 because it is readily available, and the County has not yet released updated data.

[2] Affordable purchase price is based on mortgage amounts. All mortgage amounts were calculated at 3.75% interest rate amortized over 30 years utilizing a 5% down payment. The monthly housing expense (MHE) is approximately 25% debt-to-income ratio (DTIR) to allow flexibility for lenders utilizing MIP or PMI as applicable. Closing Costs estimated at approximately 7% of the purchase Price. Purchasers will be required to have a cash flow to cover the 5% down payment and the closing costs.

Based on the chart above, the Affordable Purchase Price would be $237,300.00 according to the Ordinance.

SAMPLE CALCULATION:

Note this sample calculation assumes that site plan approval occurred in July 2023 and employs the supporting data provided above.

$418,515.47(Village-wide mean sales price)

(minus)

$237,300 (Affordable Purchase Price)

(equals)

$181,215.47 (Payment in-lieu per unit)

To illustrate further, if a project is to provide twenty workforce housing units as part of their program, then the payment in-lieu would total **$3,624,309.40**

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; 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, on February 9, 2021, the Village Commission adopted Ordinance 2021-004, creating Chapter 15, "Form-Based Code," to implement the vision and goals of the NBV100 Master Plan, a master visioning and planning process guided by principles which originated from the common concerns of North Bay Village residents, and 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, as part of the Form-Based Code, the Village Commission adopted a Workforce Housing Program to advance the NBV100 Master Plan goals of Livability, Resilience, and Prosperity; and

WHEREAS, the Village Commission finds that the promotion of workforce housing is an important goal that is needed by the community's residents and is conducive to a vibrant, functional Village by providing housing opportunities for multiple income levels;

WHEREAS, while rents and for-sale prices can be controlled, condominium projects create unique challenges for the incorporation of workforce housing units because of condominium maintenance and special assessment obligations that will come under the control of condominium boards that need the ability to modify them to respond to the evolving maintenance needs of buildings as laws change and buildings age; and

WHEREAS, due to these concerns, on November 2, 2022, the Village Commission adopted Ordinance 2022-013, amending the workforce housing program, which among other things, amended the workforce housing program, applying it Village-wide through its incorporation into Chapter 8 of the ULDC, to require such income-restricted housing only in for-

rent projects with over 75 units located in the T6 or RM-70 zoning districts and for density bonuses, and amended the applicable Area Medium Income to match that of Miami-Dade County; and

WHEREAS, the Village Commission seeks to further promote workforce housing within the Village by creating a payment in-lieu mechanism for condominium developments to fund certain workforce housing programs as an alternative to the on-site provision of workforce housing units; and

WHEREAS, the Village has identified the payment in-lieu of workforce housing as an equitable alternative, to effectuate for-sale properties participation in the program; and

WHEREAS, the funds collected by the payment in-lieu program will be used by the Village to fund certain workforce housing initiatives in an effort to maintain affordability in the Village; and

WHEREAS, the ULDC and the modifications provided herein are consistent with the NBV100 Master Plan, the Village's Comprehensive Plan, and the Florida Community Planning Act; and

WHEREAS, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended approval to the Mayor and the Village Commission; 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_____; and

WHEREAS, the Mayor and Commission find that this Ordinance is in the best interest of the community.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:[1]

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Chapter 8 of the Village's ULDC. That Chapter 8, entitled "Zoning" of the Unified Land Development Code of North Bay Village, Florida is hereby amended to read as provided in **Exhibit "A**," which is incorporated herein and made a part hereof by this reference.

Section 3. Legislative Intent. It is the intent of the Village Commission that the provisions of this Ordinance be implemented as shown in the worksheet provided as **Exhibit "B"**. The sample calculations contained therein shall be used as a template for future calculations.

[1] Coding: ~~Strikethrough words~~ are deletions to the existing text. Underlined words are additions to the existing text. Changes between first and second reading are indicated with a ~~double strikethrough~~ and double underline.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. 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 re-lettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Implementation. The Village Manager is authorized to take whatever actions necessary to implement this Ordinance, including but not limited to establishing a workforce housing trust fund. Monies deposited into the trust fund based on this Ordinance shall be subject to all procurement requirements of the Village Charter and Code. A project with an active site plan approval obtained prior to the adoption of this Ordinance shall have thirty days from the adoption of this Ordinance to notify the Village of their intent to satisfy their workforce housing requirements pursuant to provisions provided herein. For previously approved projects with an active site plan, the date of adoption of this Ordinance~~notification~~ shall serve as the date of site plan approval for the purpose of the payment in lieu ~~data~~ calculation and determining the applicable payment schedule.

Section 7. 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 8. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

[Intentionally Left Blank]

PASSED on first reading on the ____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2023.

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 Reading:
Moved By:
Seconded By:

Second Reading:
Moved By:
Seconded By:

Vote on Final Adoption:
Mayor Brent Latham
Vice Mayor Richard Chevrony
Commissioner Goren Cuk
Commissioner Andrew Rotondaro
Commissioner Rachel Streitfeld

Exhibit A

AMENDING CHAPTER 8 OF THE ULDC

[…]

§. 8.10.1 - Workforce Housing Program

[…]

Applicability: The workforce housing requirements described above shall be satisfied through on-site provision of qualifying units for ~~apply to~~ multifamily residential developments located on parcels zoned T6-24, T6-30, T6-24MU or RM-70 that are offered for rent; as well as to any multifamily residential project approved for sale but which converts to for-rent units within five (5) years of issuance of a Certificate of Occupancy (CO). All CO's issued for a for-sale multifamily development shall include a condition referencing this requirement. For-sale condominium developments on parcels zoned T6-24, T6-30 or T6-24MU that avail themselves of density bonuses may provide for development of workforce housing units on-site or may instead satisfy workforce housing obligations through a payment in-lieu of workforce housing, as set forth in Section 8.10.2, at the applicant's option.

[…]

§. 8.10.2 – Payment in Satisfaction of Workforce Housing Requirements for Condominium Developments

The provision of workforce housing units within a for-sale development may be satisfied by a developer paying an "in-lieu" fee to the Village to be deposited in the Village's workforce housing trust fund. The "in-lieu" fee calculation shall be calculated at the time of site plan approval and the developer shall determine whether to satisfy their workforce housing requirement pursuant to this section or provide them on-site prior to site plan approval and inform the Village accordingly. The Developer shall be responsible for providing the Village with the necessary data and calculations for their review. This program is intended to allow the Village flexibility in the provision and maintenance of workforce housing.

1. *Definitions.* This subsection provides definitions for terms used in this section that are technical in nature. If there is a conflict between this section and other definitions provided in the Code, this subsection shall take precedence.

    ~~a.~~ *"Affordable Purchase Price"* shall be the most recent estimated purchase price for a family of four at 100 percent of median family income issued by Miami-Dade County.

    ~~b.~~ *"Village-wide ~~mean~~ Average Residential Value~~sales~~*" shall be ~~demonstrated~~ calculated by the Developer, subject to review and approval by the Village Manager or their designee, at the time the project receives site plan approval. The figure shall

be calculated by averaging the "just" average value for North Bay Village, as issued annually by the Miami-Dade County Property Appraiser in a document entitled "Preliminary Average and Median Residential Values," for the past two years.

~~sales price of apartments sold in the Village through arms-length transactions over the past two years. The sales data shall be based on the Miami-Dade County Property Appraiser's public records and sales that vary by more than 30% of the median sales over such time period shall not be taken into account.~~

2. *Fee Calculation*. The "in-lieu" fee shall be calculated at the time of site plan approval as follows:

Village-wide ~~mean sales price~~Average Residential Value

(minus)

Affordable Purchase Price

(equals)

Payment in-lieu per unit.

3. *Fee Collection.* Should the developer elect to satisfy the provision of workforce housing pursuant to this section they shall provide payments according to the following schedule~~have the option to select between the following payment options~~:

~~a. 10% of the "in-lieu" fee within 30 days of site plan approval, with the remaining 90% due to the Village prior to the issuance of the project's master building permit; or~~

~~b. 35% of the "in-lieu" fee within one year of site plan approval, with the remaining 65% due to the Village prior to the issuance of the project's master building permit.~~

a. At building permit:
   i. if a master building permit for vertical construction of the project is issued within one (1) year of the date of site plan approval by the Village Commission, the developer shall pay 10% of the calculated fee; or
   ii. if a master building permit for vertical construction of the project is issued one (1) year or more from the date of site plan approval, the developer shall pay 75% of the calculated fee;

and

b. At the first temporary or final certificate of occupancy:
   i. If the first temporary or final certificate of occupancy is obtained within 18 months of the date the master building permit for vertical construction of the project is issued, the developer shall pay 15% of the calculated fee; or

ii. If the first temporary or final certificate of occupancy is obtained 18 months or more from the date the master building permit for vertical construction of the project is issued, the developer shall pay 25% of the calculated fee.

~~Developer shall inform the Village of which payment option they have selected at the time of site plan approval.~~ All payments to the Village are non-refundable and any density obtained on their basis is conditioned upon the applicant or property owner maintaining the site plan approval as valid. If the site plan approval expires, both the density and any payments made thereon shall be forfeited to the Village.

4. *Workforce Housing Trust Fund*. The Village shall establish a workforce housing trust fund for the purpose of collecting all funds related to Village's workforce housing programs pursuant to this article.

~~a.~~ The funds collected for deposit in the workforce housing trust fund may be utilized for the following workforce housing programs:

i. Rental Assistance Program. The Village shall be permitted to establish a rental assistance program in which the funds collected pursuant to this section may be used to fund grants to assist qualified households with rental payments to help maintain affordability in the Village. To qualify for a grant, a household must submit an application, in a form to be provided by the Village Manager and Village Attorney, establishing their status as a qualified household. Then the Village Manager or their designee shall hold a lottery to determine who should receive the available grants. Priority shall be given as provided in section 8.10.2(5).

ii. *Homeowner Assistance Program.* The Village shall be permitted to establish a homeowner assistance program in which the funds collected pursuant to this section may be used to fund grants to assist qualified households with homeowners' or condominium association maintenance fees and special assessments to maintain affordability in the Village. To qualify for a grant, a household must submit an application, in a form to be provided by the Village Manager and Village Attorney, establishing their status as a qualified household. The Village Manager or their designee shall hold an annual lottery to determine who should receive any then-available grants. Priority shall be given as provided in section 8.10.2(5).

iii. *Down Payment Assistance.* The Village shall be permitted to establish a down payment assistance grant program in which the funds collected pursuant to this section may be used to fund grants to assist qualified households with down payments to purchase property within the Village. To qualify for a grant, a household must submit an application, in a form to be provided by the Village Manager and Village Attorney, establishing their status as a qualified household. The Village Manager or their designee shall

hold an annual lottery to determine who should receive any then-available grants. Priority shall be given as provided in section 8.10.2(5).

iv. *Rehabilitation Assistance Grant Program.* The Village shall be permitted to establish a rehabilitation assistance grant program in which the funds collected pursuant to this section may be used to fund grants to assist qualified households with the rehabilitation of owner-occupied units. To qualify for a grant, a household must submit an application, in a form to be provided by the Village Manager and Village Attorney, establishing their status as a qualified household. The Village Manager or their designee shall hold an annual lottery to determine who should receive any then-available grants. Priority shall be given as provided in section 8.10.2(5).

v. *Administration; Consulting Services*. The Village may use a portion of the trust fund monies to administer the fund or retain consulting services, through resolution of the Village Commission, to administer the provisions of this section and/or provide the Village with strategic advice regarding the provision of workforce housing within its jurisdiction.

~~b.~~ The Village Commission may from time to time authorize additional programs which may be funded through the workforce housing trust fund by resolution.

~~c.~~ The Village Manager, or their designee, shall provide the required supervision for the workforce housing trust account and shall oversee the account, with all expenditures made pursuant to the Village Charter and Code. A financial status report on the workforce housing trust account shall be provided to the Village Commission on or before October 1 of each calendar year.

5. *Essential Worker Prioritization*.

~~a.~~ The programs created pursuant to sub-section 4 shall give priority to the following types of essential workers, provided that any essential worker household applying for assistance under such programs shall qualify pursuant to the income guidelines established in Sec. 8.10.1 of the ULDC:

i. North Bay Village Police, Fire Department employee or general employees of North Bay Village.

ii. Miami-Dade County Public School employees working at a school in North Bay Village.

iii. Licensed health professionals working in North Bay Village.

iv. Residents employed by North Bay Village.

~~b.~~ The priority list may be modified or supplemented from time to time by Village Commission resolution; however, nothing shall preclude other eligible households from applying for the workforce housing programs and being considered for the Village's workforce housing programs.

Exhibit "B"

SAMPLE CALCULATION

PROPOSED PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS:

The payment in-lieu formula included in the proposed ordinance ("Ordinance") is based on the formula detailed in Miami-Dade County ("County") Implementing Order No: IO 3-60: Administration of the Workforce Housing Development Program. The County formula has been adapted to better suit the current market conditions in North Bay Village.

If the proposed Ordinance is adopted, the payment in-lieu for each required workforce housing unit would be determined at the time of site plan approval according to the following formula:

Village-wide Average Residential Value

~~***Village-wide mean sales price***~~

(minus)

Affordable Purchase Price

(equals)

Payment in-lieu per unit.

DEFINITIONS:

The Ordinance proposes the following definitions for the factors listed above:

"*Affordable Purchase Price*" shall be the most recent estimated purchase price for a family of four at 100 percent of median family income issued by Miami-Dade County.

"*Village-wide Average Residential Value~~mean sales~~*" shall be demonstrated by the Developer, subject to review and approval by the Village Manager or their designee, at the time the project receives site plan approval. The figure shall be calculated by averaging the "just" average value for North Bay Village, as issued by annually by the Miami-Dade County Property Appraiser in a document entitled "Preliminary Average and Median Residential Values," for the past two years.~~The figure shall be calculated by averaging the sales price of apartments sold in the Village in arms-length transactions over the past two years. The sales data shall be based on the Miami-Dade County Property Appraiser's public records and sales that vary by more than 30% of the median sales price over such time period shall not be taken into account.~~

SUPPORTING DATA

NORTH BAY VILLAGE – MIAMI-DADE COUNTY PROPERTY APPRAISER'S "PRELIMINARY AVERAGE AND MEDIAN RESIDENTIAL VALUES" FOR 2022 & 2023~~MEAN SALES PRICE FOR 2022 & 2023~~

In accordance with the definition provided in the Ordinance, the data reflected below was pulled from the Miami-Dade County Property Appraiser's "Preliminary Average and Median Residential Values" for 2022 & 2023. For the purpose of this exercise, we have assumed that site plan approval occurred in September 2023.

~~public records and is based on the median sales price of the current & previous year at time of site plan approval (which for the purpose of this analysis we have assumed is July 2023).~~

Preliminary Average and Median Residential Values" for 2022 & 2023~~Appraisal/NBV Sales Report for 2022 and 2023~~:

- 2022 Median Sales Price: $~~379,078.31~~327,215.00
- 2023 Median Sales Price: $~~457,952.63~~429,644.00
- 2022 & 2023 COMBINED ~~Median~~ Average Sales Price: **~~$418,515.47~~378,429.50**

AFFORDABLE PURCHASE PRICE FOR A FAMILY OF 4:[2]

Area Median Income (AMI %)	*Area Median Income ($ Amt.)*	*Estimated Purchase Price*
80%	$72,300.00	$189,780.00
100%	**$90,400.00**	**$237,300.00**
120%	$108,480.00	$284,760.00

*Note: The proposed calculation is based on the affordable purchase price at time of site plan approval. The data shown above is from 2021 because it is readily available, and the County has not yet released updated data.

Based on the chart above, the Affordable Purchase Price would be $237,300.00 according to the Ordinance.

SAMPLE CALCULATION:

Note this sample calculation assumes that site plan approval occurred in July 2023 and employs the supporting data provided above.

$378,429.50***~~418,515.47~~*** (Village-wide Average Residential Value~~Village-wide mean sales price~~)

(minus)

$237,300 (Affordable Purchase Price)

(equals)

$141,249.50***~~181,215.47~~*** (Payment in-lieu per unit)

To illustrate further, if a project is to provide twenty workforce housing units as part of their program, then the payment in-lieu would total **$~~3,624,309.40~~ 2,824,990.00**

[2] Affordable purchase price is based on mortgage amounts. All mortgage amounts were calculated at 3.75% interest rate amortized over 30 years utilizing a 5% down payment. The monthly housing expense (MHE) is approximately 25% debt-to-income ratio (DTIR) to allow flexibility for lenders utilizing MIP or PMI as applicable. Closing Costs estimated at approximately 7% of the purchase Price. Purchasers will be required to have a cash flow to cover the 5% down payment and the closing costs.

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - JUL. 27, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

07/13/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Guillermo Garcia

Sworn to and subscribed before me this
13 day of JULY, A.D. 2023

(SEAL)
GUILLERMO GARCIA personally known to me

NOTARY PUBLIC STATE OF FLORIDA
ROSANA SALGADO
Commission # HH 336987
Expires November 30, 2026

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 JULY 27, 2023 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:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER 16 DENSITY RIGHTS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; 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; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

July 27, 2023

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC CONCERNING PROPERTY LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC, TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC CONCERNING PROPERTY LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 15.3 OF CHAPTER 15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO MAKE THE PROVISION OF A GREEN WALL WITHIN THE T6-24 AND T6-30 ZONING DISTRICTS OPTIONAL; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; 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

PARTICIPATE IN THE MEETING VIA ZOOM:
MEETING ID: 869 7009 2320
PASSCODE: 842751

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 1-929-205-6099

FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:
(786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT www.northbayvillage-fl.gov FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). 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 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. 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC
VILLAGE CLERK
7/13 23-24/0000673396M

2|2

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - SEPT. 28, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

09/18/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
18 day of SEPTEMBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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 SECOND REGULAR MEETING ON SEPTEMBER 28, 2023 AT APPROXIMATELY 6:30 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:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC , TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF REGULARLY APPLICABLE PARKING REQUIREMENTS; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

9/28/2023

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER DENSITY RIGHTS FOR 16 DWELLING UNITS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; 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; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) BY COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $10,000,000 OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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 IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 844 4526 6697
PASSCODE: 211503

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) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). 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 .

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9/28/2023

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE 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. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
9/18

23-59/0000684419M

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ITEM NO. 13.B

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **An Ordinance to Consider Amendments to the High-Density Multifamily Residential (RM-70) Zoning District and Related Regulations - *Village Manager Ralph Rosado, PhD, AICP (Village Planner Silvia E. Vargas, FAICP)***

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) BY COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: On September 12, 2023, the Commission voted 5-0 to move forward the proposed ordinance for 2nd reading, requesting that Staff consolidated the ancillary nonresidential use allowances into a single subsection without distinction by building size.

Staff made two additional adjustments between 1st and 2nd reading to the proposed changes in Chapter 9, specifically:

1. Shift from a maximum parking standard to a recommended parking standard by unit size. This is based on additional research of latest practices in parking regulation.
2. Reintroduction of an exception for provision of compact spaces, adjusted with a reduced maximum of 10%. This is based to retain the ability to approve compact parking spaces where appropriate at a more limited rate.

Staff recommends adoption of the ordinance, including **Exhibits A, B and C** which reflect the latest changes.

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. The second phase of the process looked at North Bay Island, with new regulations adopted for the RS-1 zoning district in 2021.

In January of 2023, the Village undertook the update of regulations that apply to high-density multifamily residential areas, specifically the RM-70 zoning district and supplementary standards in the ULDC. The goal has been to ensure that the RM-70 zoning district helps meet the North Bay Village's long-term vision, as expressed in the Comprehensive Plan and the NBV100 Master Plan, and that the character of future high-density development enhances the Village's multifamily residential neighborhoods. With this purpose in mind, the RM-70 zoning district (Sec. 8.10.D of the ULDC) was reviewed comprehensively, and related regulations in other sections of Chapter 8, Chapter 9, as well as definitions in Chapter 3, were considered for update.

The process has included a significant public engagement effort starting in January 2023, with a Listening Session, followed by an Options Review Session in March, and a Zoning Concepts Review Session the same month. The presentations made at each of these well-attended meetings are included as Attachments 1 through 3 to this memorandum. Additionally, the Village held a joint workshop of the Village Commission and Planning and Zoning Board (PZB) in May 2023 to provide staff with direction on key issues before the formal review process. The PowerPoint presented at that session is included as Attachment 4.

On June 21, 2023, PZB reviewed the proposed ordinance and, after extensive discussion, voted to table the item and asked Staff to revisit certain items. The revised proposal was presented on July 13, 2023. PZB voted unanimously to send the ordinance to the Commission with certain additional changes to Chapter 8 related to the distinction between pedestal and tower, floorplate standards, and parking requirements.

On July 19, 2023, the Village Commission deferred a vote on the 1st reading of the proposed amendment, directing Staff, during discussion of the item, to make additional revisions to Chapter 8. The direction provided (summarized below) has been addressed to the best of Staff's abilities and is reflected in the latest document exhibits attached to the ordinance.

Analysis

In addition to seeking guidance from elected and appointed officials, and consensus from public input, Staff conducted extensive analysis and research in support of the recommended amendments, as presented for the Board's consideration. Research involved collection of parcel-level data and review of best practices and peer community approaches.

Analysis encompassed a parcel-by-parcel and holistic review of existing conditions, as well as a planning-scenario-based traffic generation exercise to understand potential changes in traffic volumes at buildout (included as Attachments 5 and 6).

The proposed amendments (reflected in the attached ordinance and updated exhibits, labeled A through C) seek to remove outdated, conflicting, obscure, and/or ineffectual regulatory approaches; introduce modern solutions to address resilience, sustainability and conservation issues; and balance concerns about livability with property rights.

On July 19, 2023, the Commission provided the following feedback regarding recommendations offered by the Planning and Zoning Board on July 13, 2023:

1. Delete floor area ratio standard - **accept**.
2. Make TDR and related height bonus as of right - **reject**.
3. Eliminate building stepbacks/floorplate reductions along the height of the building **- accept**.
4. Establish a square footage cap for ancillary commercial use provided within projects of a certain size **- accept** but with further clarification of types of uses, etc..
5. Eliminate standards for undersized parcels **- accept**.
6. Split the payment of community contribution fees related to TDRs **- reject** i.e., leave as current.

The Commission provided additional direction to Staff during discussion of the item related to other topics and sections of the proposed amendment. Consequently, Staff undertook to make further adjustments in response to the Commission's feedback, as follows:

1. Keep reversion to the Village TDRs associated with site plans that expire.
2. Eliminate separate treatment of undersized parcels.
3. Address permeability and provision of green space in front yards.
4. Explore provisions to ensure development contributes to a quality neighborhood environment.
5. Further refine permitted accessory/ancillary uses, who they serve and how they are accessed.

Additional key changes made by Staff following the Commission's 7/19/23 discussion include adding certain definitions in Chapter 3 in support of the provisions addressed in point 5. above; aligning minimum lot area and frontage with smallest parcel size existing in Harbor Island; revising payment schedule for bonus height; adding a minimum slab to slab clearance for convertible parking garages; and introducing a dimensional table to address different types of loading zones.

C**hanges made between 1st and 2nd reading are reflected in Exhibits B and C and highlighted in yellow for convenience.**

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Some changes could generate additional fees for the Village.

PERSONNEL IMPACT
N/A

ATTACHMENTS
Ordinance_2023-XX-_Amendments_to_the_RM-70_Zoning_District_and_Related_Regulations__Upd_Title_.docx
Exhibit A_Chapter 3 Amendments (for 2nd reading_092823).docx
Exhibit B_Chapter 8 Amendments (for 2nd reading 092823).docx
Exhibit C_Chapter 9 Amendments (for 2nd reading 092823).docx
Attachment 1_RM-70_Listening Session_Presentation (01172023).pdf
Attachment 2_RM-70_Options Session_Presentation (03132023).pdf
Attachment 3_RM-70_Review Session_Presesentation (03232023).pdf
Attachment 4_Joint VC PZB Workshop (05172023).pdf
Attachment 5_RM-70_HI_Current and Max Development_(UPDATE_03012023).pdf
Attachment 6_Traffic Generation Analysis for Harbor Island (04062023).pdf
Attachment 7_Evolution of Key Changes (Summary up to 1st reading)_090123.pdf
DBR Meeting Notice 09.28.23.pdf

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") BY COMPREHENSIVELY UPDATING AND AMENDING REGULATIONS FOR, AND SUPPLEMENTARY TO, THE RM-70 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT, INCLUDING AMENDMENTS TO CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "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, the Village Commission desires to comprehensively update and amend the regulations pertaining to, and supplementary to the RM-70 Zoning District to address various community needs, as provided in this Ordinance; and

WHEREAS, on July 13, 2023, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance and recommended approval with modifications; and

WHEREAS, the modifications provided herein are consistent with the NBV100 Master Plan, the Village's Comprehensive Plan, and the Florida Community Planning Act; 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 _____, 2023; 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:

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Chapter 3 of the Village Code. That Chapter 3 of the code of ordinances of North Bay Village, Florida, is hereby amended to read as set forth in Exhibit A attached hereto and incorporated herein.

Section 3. Amending Chapter 8 of the Village Code. That Chapter 8 of the code of ordinances of North Bay Village, Florida, is hereby amended to read as set forth in Exhibit B attached hereto and incorporated herein.

Section 4. Amending Chapter 9 of the Village Code. That Chapter 9 of the code of ordinances of North Bay Village, Florida, is hereby amended to read as set forth in Exhibit C attached hereto and incorporated herein.

Section 5. 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 6. 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 7. 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 8. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading on the ____ day of _____ , 2023.

PASSED AND ADOPTED on second reading on the ____ day of_____, 2023.

_____
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

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]

* * *

[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.

EXHIBIT A

. . .

CHAPTER 3, DEFINITIONS

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning. Refer to Chapter 15, Section 15.4. for definitions of terms that are pertinent to Chapter 15 of this Code. If a term is not defined in this section or Chapter 15, the Village Manager or his/her designee shall determine the definition of the term. If there is a conflict between Chapter 15 and this section, Chapter 15 shall take precedence:

. . .

Alley. A public or private road which affords only a secondary means of access to abutting property and which is not otherwise designated as a street.

Amenity. A feature of a building or place which is not essential to its use but is provided to add comfort and convenience for those occupying the property. Amenities are included to make a property more valuable to potential buyers or tenants and encompass additions above the buyers' or tenants' basic needs. Examples of property-specific amenities include but are not limited to swimming pools, workout facilities, and internet.

Amusement center. Any indoor place or enclosure which contains three or more amusement devices of any description, including but not limited to pinball games, computer games, or games of chance for the public amusement, patronage or recreation.

Ancillary nature. Supportive of the primary activities or operations of a primary use; a facility or activity which would not exist absent the primary use. Uses ancillary in nature are complementary and of a smaller scale and size to the Principal Use or Structure on a site.

Apartment. A room or group of rooms within a multifamily dwelling arranged or designed to be used as a home or residence for one family, with kitchen or kitchenette and bathroom for the exclusive use of the one family.

. . .

Floorplate. The total indoor and outdoor Floor Area of any given Story of a building measured to the exterior of the wall or balcony.

. . .

National Green Building Standard™ (NGBS). A green building certification program that provides independent, third-party verification that a home, apartment building, or land development is designed and built to achieve high performance in six key areas: Site Design, Resource Efficiency, Water Efficiency, Energy Efficiency, Indoor Environmental Quality, and Building Operation and Maintenance. The NGBS administers the NGBS Green Verifier program.

Neighborhood-serving retail. Retail establishments that customarily make most of their sales to the surrounding neighborhood and thus rely primarily on a local clientele.

Changes made following July 27, 2023 Village Commission meeting
Changes made following July 13, 2023 PZB meeting
Changes made following June 21, 2023 PZB meeting
Original proposed changes: no color

Nightclub. An establishment defined by section 111.01 of this Code.

. . .

Parcel. A piece of land assembled for a single purpose.

Parking, mechanical. Refers to mechanical parking lifts, robotic parking systems, and/or vehicle elevators. A mechanical parking lift is an automated mechanism that lifts vehicles to make space available to park other vehicles below it in a vertical tandem fashion. Robotic parking system means a mechanical garage using elevator systems to hoist individual vehicles from receiving areas to separate auto storage areas. A vehicle elevator is an elevator used for motor vehicles in lieu of ramps within a parking structure.

Parking space, off-street. An all-weather surfaced area, exclusive of streets, alleys, and driveways, permanently reserved for the temporary storage of one vehicle and connected with a street or alley by an all-weather surfaced driveway, which affords ingress and egress for a vehicle without requiring another vehicle to be moved. When developing single lot sites under the PRD regulations found in Section 8.10(D)(9), mechanical parking lifts may be used to create an additional parking space which can be counted towards the total number of required parking spaces.

. . .

Permit, building. A certificate issued by the Building Official authorizing the construction, reconstruction, remodeling, alteration, or repair of a building or other structure, upon approval of the submitted application and plans.

Personal service. Refers to establishments primarily engaged in providing services to individuals and related to the care and appearance of the body or the cleaning and repair of personal effects.

Pervious area. The surface area of a parcel, which is capable of being penetrated by water.

. . .

Principal use. The predominant activity or use conducted within a particular building or upon a particular lot.

Professional service. Refers to a service rendered by members of a recognized profession by persons possessing a specialized skill.

Public use. Any public building, structure, or land used primarily for public or quasi-public purposes where the building, structure, or land is not privately owned or operated.

Changes made following July 27, 2023 Village Commission meeting
Changes made following July 13, 2023 PZB meeting
Changes made following June 21, 2023 PZB meeting
Original proposed changes: no color

EXHIBIT B

. . .

CHAPTER 8, ZONING

§ 8.10 – District regulations.

. . .

D. RM-70 High Density Multiple Family Residential District.

1. Purpose and intent.

   The purpose of this district is to promote the efficient use of land and to encourage development of attractive, pedestrian-friendly, sustainable and resilient high-density multifamily residential areas. This zoning provides designated areas for high-density multi-family residential structures, together with other ~~p~~Principal uses as may be approved as U~~u~~se exceptions and ~~such~~ permitted ~~a~~Accessory uses pursuant to Sec. 8.16.A, as may be necessary and complementary to, as well as and compatible with a permitted Use.

2. Use permitted.

   a. Multi-family residential dwellings, ~~including~~ along with property-specific Amenities.

   b. ~~d~~Duly licensed home-~~occupation~~-based businesses pursuant to Section 559.955, Florida Statutes.

   c. Supplementary uses as permitted by Section 8.16.A.1.b., provided they are Ancillary in nature to the Principal Use.

   ~~b. Management offices within structures containing eight (8) or more dwellings units or guest rooms.~~

   ~~c. Office retail and service commercial facilities of an ancillary nature within structures containing 100 or more dwelling units or guest rooms subject to the following conditions:~~

   ~~(1) Access to such nonresidential facilities shall be only inside the building.~~

   ~~(2) There shall be no external advertising signs, display windows or entrances., provided, however, that~~

   ~~(3) Within a building containing 400 or more dwelling units, entrances, external signs and display windows are permitted under the following conditions:~~

   ~~(a)The signs do not abut or face a public right-of-way and cannot be read from the public right-of-way.~~

   ~~(b) Such external signs shall be affixed flat against the facade or awning canopy of the commercial facility;~~

   ~~(c) Such external signs shall not exceed in area ten percent of the area of the facade of the facility;~~

   ~~(d) Such external signs shall be compatible as to materials, background and style~~

~~with all adjacent and contiguous commercial facilities, and~~

~~(e) Such external signs shall not be self-illuminated, "activated", "animated", "flashing", or "beacon light" signs as defined in Section 11.2 of the ULDC.~~

3. Prohibited uses.

   a. All other uses not specifically or provisionally permitted herein.

4. Site development standards.

   a. Minimum lot size.

      Area~~—27,000~~15,~~000~~11,200 square feet~~;~~

      Frontage~~—75~~80 feet

   b. Minimum yard setbacks.

Location	**Distance *(Feet)***
~~NE 79th Street (north side)~~	~~40~~
~~Kennedy Causeway (south side)~~	~~60~~
~~Other street frontages~~Front	25
Rear/waterfront (1)	25
~~Adjacent single-family structure~~	~~100~~
One side (interior)	15
Second side (interior)	20% of the lot width but no less than 20 feet, to accommodate a View Corridor consistent with the adopted Island Walk Design Criteria and Miami-Dade County Shoreline Development Action Review Criteria.
Minimum combined side setback area free of structures at ground level	30

(1) *Waterfront setback encroachments.* Cantilevered awnings and entry canopies may encroach up to seven (7) feet into a waterfront setback, up to but not extending into, the Island Walk easement. Above the first story of the building, cantilevered balconies, bay windows, and roofs may encroach up to seven (7) feet into a waterfront setback, up to but not extending into, the Island Walk easement.

(2) *Balconies.* Exterior balconies/terraces and covered walkways above the ground floor, excluding rooftops and other non-covered areas, may extend into the side

setbacks a maximum of 25 percent of the allowable setback measurement but may not extend beyond the pedestal of a building with a pedestal and tower design.

(3) *Flex setback for buildings with a pedestal and tower design.* To promote creative design solutions to the building configurations, the Village Commission may allow a building tower (and pedestal, for sites involving only one lot) to encroach into the setbacks as per the following "flex box" criteria:

(a) *Pedestal (aka podium)* shall be defined as that portion of a building ~~under~~up to 100 feet in height which contains the building's structured parking and amenities.

(b) *Tower* shall be defined as that portion of a building ~~above 100 feet in height~~ that starts at the top of the pedestal or podium.

(c) The maximum floor plate for the tower portion of buildings with a pedestal and tower design shall be 17,500 square feet.

(d~~c~~)The tower shall be stepped back an additional ten (10) feet from the face of the pedestal along any street frontage.

(e~~d~~)The maximum achievable floor area is calculated based upon the buildable "box" allowed under the regularly applicable setback regulations and the allowable height (the "Box Floor Area").

(f~~e~~) The building may be designed to encroach onto regularly applicable setbacks, with the exception of the side setback that accommodates the View Corridor, provided the encroachment does not exceed thirty percent (30%) of the required setback and the total gross floor area of the building does not exceed the Box Floor Area. In calculating the total gross floor area, all square footage of any structure (whether exterior or interior) shall be included.

(g~~f~~) In no instance may any encroachment into any side yard setback be longer than one-third (1/3) of the distance between the front and rear setback. Balconies with railings or other physical containment, which do not exceed 42 inches in height are not included in the measurement of the wall length.

c. Maximum density.

Pursuant to the Village's Comprehensive Plan, the maximum base density permitted in all RM-70 properties shall be seventy (70) units to the acre, except for properties receiving transferred development rights pursuant to Section 8.13, which shall be permitted to exceed the maximum base density by no more than thirty percent (30%). Receiver sites may be developed as otherwise permitted by this Unified Land Development Code, as may be amended from time to time, in combination with the development rights available to the site, provided that the overall district density is consistent with, and does not exceed, the overall density allowable by the Village's Comprehensive Plan.

e~~d~~. Maximum base building height: 150 feet from BFE for the property plus freeboard~~, provided that the floor plate for all floors between 100 feet and 150 feet in height~~

Changes made between 1st and 2nd reading

~~shall not exceed 20,000 square feet in gross floor area~~.

~~f~~e. Maximum bonus building height: Bonus height may be approved according to Section 8.12.

~~g~~f. Minimum pervious area at ground level: ~~T~~wenty~~t~~hirty percent (~~2~~30%) of the total Lot Area and thirty percent (30%) of the front yard area. ~~The Lot area at grade level shall be retained as pervious area and shall be landscaped.~~ The minimum required pervious area shall be retained/provided at grade level. (For additional related standards, see subsection 5.b. below.) ~~Projects with buildings exceeding 240 ft in height shall provide a minimum pervious area of 35%.~~

h. Green space: A minimum of twenty percent (20%) of the total Lot Area shall be maintained as unobstructed Green Space and shall be landscaped. ~~At least 40% of the Front Yard area shall be Green Space.~~ On lots up to 22,400 square feet in size, at least twenty-five percent (25%) of the front yard area shall be maintained as green space. On lots greater than 22,400 square feet in size, at least thirty percent (30%) of the front yard area shall be maintained as green space. The Commission may waive or reduce the minimum required green space in the front yard of a project through the Site Plan approval process, if it finds that the character of the building or the configuration of the plan makes such a reduction reasonable or necessary, and provided that the square footage of the approved reduction in green space is provided elsewhere on the site.

~~h~~i. Minimum floor area:

Unit Type	**Floor area (Sq. Ft.)**
Microunit	300 (449 max)
Efficiency/studio	~~60~~450
One-bedroom	~~90~~750
Two-bedroom	1,~~2~~100
Three-bedroom or larger	1,3~~5~~00

~~j. Floor area ratio: No structure shall contain a FAR of greater than 3.0 for one lot; 3.75 for two lots; and 4.00 for three lots.~~

5. Additional required features and requirements.

All properties developed under the RM-70 Zoning requirements shall provide the following:

a. Public access boardwalk as required by the Miami-Dade County Shoreline Review Committee and by North Bay Village per Sec. 8.17.O. (Developer shall dedicate an easement to the Village conveying the boardwalk and a public access corridor).

b. All exterior paving surfaces, except for covered parking garages, shall be constructed of ~~brick pavers~~permeable materials. 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 the lot, if approved by the Director of Public Works (or his or her designee), based on the porosity of the material used, and the amount (percent) of annual rainfall that will pass through the material.

c. ~~A water feature~~Artwork and art installations shall be provided in the front and within the Island Walk portion of each development. Preference should be given to local artists and interactive experiences that highlight Florida's cultural, ecological, and historic assets. Artwork should be place in a manner that does not encumber access to or views of the waterfront. The proposed location and character of all artwork shall be considered during the Site Plan approval.

d. Developments shall comply with existing landscaping requirements, as well as changes implemented in the future to conform to contiguous developments and landscaping plans implemented for the causeway and interior island areas.

e. Developments shall provide ~~streetscape benches~~furnishings and pedestrian amenities along the ~~boardwalk areas~~Island Walk per Section 8.17.O, Island Walk Standards.

f. All parking garages shall be constructed with architectural features that hide them from public view (glass, screening, greenery etc.) pursuant to Subsections. 9.3.E. and L.

g. Lighting shall be provided in all areas in the front of development where trees are planted.

h. Properties developed pursuant to a transfer of development rights pursuant to Section 8.13 shall be required to achieve at least ~~twenty-four (24~~thirty (30) green building and design points pursuant to the standards of Section 8.21.

i. Landscaped green space shall be used to delineate existing and proposed structures, parking areas, driveways and other vehicular use areas, sidewalks and walkways, utilities, and/or easements on the property.

j. Building forms shall be varied to avoid monotony but shall be sensitive to the profiles of adjacent buildings and shall configure second and third stories adequately to reduce the apparent overall scale of the building.

k. A minimum of thirty percent (30%) of the ground level front façade shall contain openings/transparency (either windows, doors or transitional spaces defined by porches, porticoes or colonnades).

l. The massing of the buildings resulting from volumetric distribution according to the dimensional requirements shall provide light-plane access in between buildings, even if maximum build-out of adjacent properties occurs.

m. Main entries shall be prominent and oriented to the street and rendered in appropriate scale relative to adjacent buildings as well as the individual building.

~~6. Special exceptions for~~ Standards applicable to ~~certain undersized parcels.~~

Changes made between 1st and 2nd reading

a. Purpose and intent.

This section recognizes that certain parcels exist in the RM-70 District which do not meet the minimum lot size requirements set forth in Section 8.10.D.4.a. to permit a building to be erected, converted, enlarged, reconstructed, moved or structurally altered. Some of said parcels are improved and some unimproved. The purpose of this section is to establish criteria whereby undersized parcels may be put to reasonable use, consistent with the Village's Comprehensive Plan for development and in furtherance of a policy which discourages overdevelopment and urban congestion.

b. Uses permitted.

Uses permitted shall be the same as permitted in Section 8.10.D.2

c. Site development standards:

(1) An undersized parcel shall be any development site or property in the RM-70 zoning district that does not meet the minimum base lot size of 15,000 square feet or 75 feet of lot frontage.

(2) Minimum lot size for undersized parcel:

Area – 10,80011,200 square feet

Frontage – 3070 feet

(32)Minimum yard setbacks shall be the same as specified in Section 8.10.D.4.b, except that the minimum interior side setbacks of an undersized parcel shall be as follows:

Location	***Distance (Feet)***
One side (interior)	7.5
Second side (interior)	20% of the lot width, but no less than 20 ft. to accommodate a View Corridor consistent with the adopted Island Walk Design Criteria and Miami-Dade County Shoreline Development Action Review Criteria, except that a waiver or variance may be granted by the Commission where it would be impossible or highly impractical to provide the required side setback or visual corridor because of the size or configuration of the subject site.

Changes made between 1st and 2nd reading

Minimum combined side setback area free of structures at ground level	15

provided that existing buildings, which were completed prior to April 1, 1983, (existing structures) and were lawfully constructed so that any existing setback encroaches into the setback area prescribed by current law but not in excess of 33 1/3 percent of the current setback requirements (nonconforming setback) shall be subject to the provisions of subsection (c.(4) hereafter.

(3) Notwithstanding the Mmaximum base density allowed in the RM-70 zoning district, undersized parcels shall be limited to six (6) units, except that the permitted number of units may be increased up to the maximum base density of 70 units per acre through eitheras prescribed in Section 8.10.D.4.c. except that

(a) on minimum undersized parcels of 10,800 square feet in area and frontage of 30 feet, there shall be a maximum of six (6) residential units;

(b) in the case of undersized parcels which exceed the minimum required lot area of 10,800 square feet and the minimum required frontage of 30 feet, in addition to six (6) units there shall be allowed one (1) unit for each whole 750 square feet of land area in excess of the minimum required lot area of 10,800 square feeta one of the following methods:

(a) via a transfer of density pursuant to Section 8.13 from sending sites located on Harbor Island, with approval from the Village Commission; or

(b) the proposed development commits to providing 100% of the units for workforce housing, as defined in this code, for a minimum period of 10 years.

(4) Maximum building height on undersized parcels.

(a) The maximum building height on minimum undersized parcels shall beis shall be three (3) stories or 36 50 feet above code-approved grade, whichever is lessfrom BFE for the property plus freeboard, except as modified below.

Except , in the event an existing structure is the subject of a nonconforming setback, the new covered or roofed area of the third floor (if there is one) shall be reduced in area on the basis of one and five-tenths percent (1.5%) of the area of the second floor for each foot of nonconforming encroachment into the setback area.

(b) The maximum building height of development on undersized parcels for which exceed the minimum required lot area of 10,800 square feet and minimum frontage of 30 feet shall be one (1) floor for each whole 1,750 square feet of land area in excess of the minimum required lot area of 10,800 square feet, not to exceed a density transfer is approved pursuant to the Sec. 8.13 through Commission approval of a site plan may develop to a maximum building height of six (6) stories or 72 feet from BFE for the property plus freeboard above code approved grade, whichever is less.

(c) The maximum building height of development on undersized parcels which are

developed with 100% of the units as workforce housing, as defined in this code, is six (6) stories or 72 feet from BFE for the property plus freeboard.

(d) Provided further, as to buildings newly constructed under the provisions of this ULDC, grade level beneath the building parking not exceeding ten (10) feet in height shall not be included in the height limitation herein imposed.

(45)Minimum pervious area: twenty-five percent (25%) percent of the total lot area shall be retained as pervious area and shall be landscaped and maintained.

(56)Minimum floor area of the units shall be as prescribed in Section 8.10.D.4.5h.

(67)Offstreet parking: The offstreet parking requirements as set forth in Sections 9.1 through 9.3 shall apply to buildings under this section except that every dwelling unit, regardless of size, shall require two (2) parking spaces.

(78)All Village and County landscaping requirements shall be fully applicable to buildings under this section.

(89)Public access boardwalk requirements per Sec. 8.17.O. shall be fully applicable to developments under this section, except as otherwise provided in these regulations.

7***. Planned Residential Development (PRD) Zoning Overlay***

a. Purpose and intent.

The purpose and intent of the Planned Residential Development (PRD) Overlay Zoning District to create a living environment that is responsive to the needs of its residents; to provide flexibility in planning, design, and development consistent with the Village's Comprehensive Plan; to encourage innovative approaches for the design of community environments; to provide for an efficient use of land, to provide an environment compatible with surrounding land use; to adapt the zoning process to changes in development and construction technology; to encourage infill and the redevelopment of the Village's multi-family areas; and to promote the public health, safety and general welfare of North Bay Village. The PRD shall be deemed an Overlay Zoning District and shall be approved only after public hearings for a specific site.

b. Compatibility with existing zoning and existing development.

When applying the terms and conditions imposed by this section, the Planning and Zoning Board and the Village Commission shall determine compatibility with already existing zoning for the property subject to the application and shall require applicants for PRD approval to demonstrate compatibility with already existing or approved developments adjacent to the property for which the PRD approval is being sought.

c. Ownership requirements.

The applicant for approval of a PRD shall be either the owner(s) or the contract purchaser or lessee of the entire property encompassed by the PRD application. If

the applicant is the contract purchaser or a lessee, then the owner of the entire property shall execute a notarized consent to the filing of the application. The application for approval of a PRD shall not be assignable or transferable to other parties.

d. Development parameters.

All applications for PRD shall comply with the following applicable development parameters:

(1) The subject property shall be zoned for RM-70 multi-family use;

(2) The subject property shall contain a minimum of one legally platted lot for the construction of no less than ten (10) residential units and twenty (20) off-street parking spaces, or two (2), but not more than three (3), platted lots contiguous, as of the effective date of this section [Jan. 22, 2002];

(3) The subject property shall be deemed one (1) parcel of land and in the event that two (2) or more platted lots shall constitute a PRD, the applicant shall submit a Unity of Title in a form acceptable to the Village Attorney;

(4) The following definitions shall apply to this section:

(a) *Floor area ratio (FAR).* Total gross area of a building or buildings, excluding parking garage structure, on any lot divided by the area of the lots.

(b) *Gross floor area.* Total area of all floors of a building that are enclosed including common areas such as elevators (area of shafts at ground floor only), stairs (except open stairways and enclosed stairways which are means of egress required by the fire department), corridors, interior recreation areas, storage, cabana, lobby, restrooms, etc. All these items are excluded: The garage structure with any required means of egress, and any open but covered walkways, exterior balconies, open decks, and terraces at the recreational area.

(c) *Pedestal.* Portion of a building that contains the parking level entry lobby, office, manager's unit, storage, mechanical room, recreational facilities, and parking structures.

(d) Tower. Portion of the building that contains residential units, parking structures, and may also include recreational facilities.

(5) *Restrictions on floor area.*

(a) No structure shall contain a FAR of greater than 3.0 for one lot; 3.75 for two lots; and 4.00 for three lots.

(b) No more than one-half of a floor area used for amenities can be allocated for dwelling units.

e. Permitted uses. Multifamily residential and recreational facilities ancillary thereto.

f. Site development standards.

(1) Standard Building Setbacks.

Changes made between 1st and 2nd reading

(a) Setbacks for a new building without pedestal and tower design shall be as set forth in the following table:

Location	**Distance *(Feet)***
NE 79th Street (north side)	40
Kennedy Causeway (south side)	60
Other street frontages	25
Rear	25
Adjacent single-family district	100
One side (interior)	15
Second side (interior)	20% of the lot width
Total side setback area free of structures at ground level	60

(b) For buildings with pedestal and tower design, the following setbacks shall apply:

i. Front pedestal—20 feet

ii. Front tower—25 feet

iii. Rear pedestal/tower—25 feet

iv. Sides pedestal—Ten feet

- Tower—One side—15 feet
- Tower—Other side—20 percent of frontage

(2) *Flex setback.*

Designer has the option to offer creative design solutions to the building configurations and the Village will allow the tower (and pedestal for sites involving only one lot) to encroach into the setbacks as per the following "flex box" criteria.

a. The aggregate square footage of the floor area encroaching into the setback must be adjusted by deducting it from the buildable “box” allowed under the preceding standard setback regulations

b. Up to 25 percent (25%) of the square footage of all balconies shown on the plan as encroaching into the setback may be excluded from the calculation of the total square footage of the encroachment.

c. In no instance is the designer allowed to build more area per floor than what is permitted under the standard buildable “box”.

d. In no instance may any wall length, which encroaches into any side yard setback, be longer than one-third of the length of a wall which is permitted under the buildable “box” and the standard setback regulations. Balconies

with railings or other physical containment, which do not exceed 42 inches in height are not included in the measurement of the wall length.

e. The length of wall measurement shall be made at the point of maximum encroachment into the flex setback area.

(3) *Building height.*

(a) No structure shall exceed 170 feet in overall height above base flood elevation (BFE) including all structures for stairways, storage, mechanical, elevator, recreational uses, et cetera.

i. The total area of stairways, storage, mechanical, elevator, recreational uses, et cetera shall not exceed 30 percent of the footprint of the last residential floor.

(b) No structure shall exceed 150 feet from base flood elevation to the roof of the last residential floor and 160 feet for the overall height of the structure except that an elevator shaft may exceed 160 feet in height based on evidence of necessity as a result of requirements for elevator construction.

(c) No Pedestal shall exceed 30 feet in height from grade.

(4) *Off-street parking for multiple lot sites.*

(a) Off-street parking shall be required as set forth for residential uses under Section 9.3.C.

(b) All parking spaces must be screened from ground level view.

(c) All parking spaces must be designed to meet the requirements of Section 9.3.E.

(d) The driveway required in 90-degree parking shall be a minimum of 22 feet zero inches wide.

(5) Off-street parking for single lot sites only

(a) Driveways and maneuvering areas shall be designed in order to ensure safe travel in and out of the garage structure. Drives and access ramps are permitted to be smaller than twenty-two (22) feet in width if they are either limited to one-way traffic or designed so that gates or other barriers prevent the entry of more than one vehicle at a time. No drive aisle may be less than 10.5 feet in width.

(b) Notwithstanding the above or the requirements of Section 9.3(E), mechanical parking lifts may be permitted in an enclosed garage structure if approved by the Village Commission through the PRD site plan review process, during which time, the Village Commission shall have the right to determine whether a valet parking program will be required for any new development utilizing mechanical parking lifts. A mechanical parking lift is an automated mechanism that lifts vehicles to make space available to park other vehicles below it in a vertical tandem fashion. Both parking spaces created by a mechanical parking lift may be counted towards the total

number of required parking spaces. A mechanical parking structure may be permitted if it meets the following standards:

i. The mechanical parking lifts and the garage structure shall be designed so that the noise or vibration from the operation of the lifts shall not be plainly audible to, or felt by, any individual standing outside on property adjacent to the garage structure. Noise and vibration barriers shall be utilized to ensure that surrounding walls decrease sound and vibration emissions.

ii. All mechanical parking lifts must be installed by the manufacturer or a manufacturer approved installer.

iii. All lifts must be maintained and kept in good working order and must be inspected by a licensed mechanical engineer at least once every six months. A copy of the inspection report must be provided to the Village.

iv. All free-standing mechanical parking lifts must be designed so that power is required to lift the car, but that no power is required to lower the car, in order to ensure that the lift can be lowered and the top vehicle can be accessed in the event of a power outage.

v. All mechanical lifts must be designed to prevent lowering of the lift when a vehicle is parked below the lift.

vi. All mechanical lift components shall be Underwriters Laboratories (UL) approved.

vii. All non-mechanical parking spaces in the garage structure must measure at least nine (9) feet in width by eighteen (18) feet in depth.

viii. The building owner or condominium association must maintain a service contract with the manufacturer or manufacturer-approved service company at all times to ensure continued operation of lifts. Proof of the service contract must be provided to the Village annually.

ix. The ceiling height of any parking level with parking lifts within a garage shall be a minimum of 11 feet 6 inches.

x. The parking lift platform must be sealed and of a sufficient width and length to completely cover the bottom of the vehicle on the platform to prevent dripping liquids or debris onto the vehicle below.

(6) *Entrance feature/porte cochere.*

(a) A covered/sheltered entrance feature with a vertical clearance of at least fourteen (14) feet shall be permitted to be located up to the front property line.

(b) If loading spaces are provided at this location, 14½ feet of vertical clearance shall be provided.

(c) Columns may be provided to support a porte cochere.

(7) *Balconies.*

(a) Exterior balconies/terraces and covered walkways, excluding rooftops and other non-covered areas, may extend into setbacks a maximum of 25 percent of the allowable setback measurement but may not extend beyond the pedestal setback.

(b) Balconies projecting into setbacks shall be deemed as encroachments herein but shall not be calculated as part of the floor area ratio.

(c) Notwithstanding anything herein to the contrary, in no event shall the total square footage of balconies exceed more than 25 percent of the total square footage of the buildable box.

(8) Landscape requirements. (Refer also to Ch. 18, Miami-Dade Landscape Code.)

(a) A minimum of 30 percent of the exposed roof deck of the pedestal and any open areas with amenities shall be landscaped.

(b) In addition, "hardscape" (pavers, fountains, awnings, etc.) may be permitted if approved by the Village.

(c) An applicant shall be required to submit a detailed landscape plan to the Village. The landscape plan shall be sensitive to surrounding properties and shall be utilized to enhance the subject property.

(9) *Minimum Unit size.* All units shall comply with the minimum size requirements as follows:

Unit Type	**Floor Area (Sq. Ft.)**
Efficiency	600
One-bedroom	900
Two-bedroom	1,200
Three-bedroom or larger	1,350

g. Application procedure. The applicant shall submit an application to the Village Manager, or his/her designee, on a form(s) prescribed by the Village Manager. The Village Manager shall require at least the following information which shall be considered the PRD application:

(1) Letter of intent.

(2) Payment of development approval fees, cost recovery deposit pursuant to Section 5.12, and all other fees set forth in the Village's adopted Fee Schedule, as may be amended from time to time.

(3) A detailed site plan showing dimensions of building(s), structure(s), setback(s), open space(s), landscaping and off-street parking. The landscaping plan shall provide buffering and/or masking of all parking facilities.

(4) Proposed floor plans and elevations (including signage) for all buildings and structures encompassing the size, placement and number of units.

(5) A complete list of uses and the square footage for each use.

(6) A certified copy of a land survey.

(7) Detailed calculations of water consumption increase and calculation of wastewater.

(8) Any other documentation as the Village Manager, or his/her designee, reasonably determines is necessary to properly review the proposed project; and

(9) Within ten days prior to the Planning and Zoning Board public hearing, the applicant shall furnish to the Village Manager, or his/her designee to make available for viewing

(a) an architectural model built to scale and photographs depicting same or a

(b) digital model on DVD depicting the proposed lot and structure including elevations all in relation to adjoining properties and structures thereon.

(c) Said model shall be retrieved by the developer within thirty (30) calendar days following the final public hearing before the Village Commission, and the DVD and photographs depicting the model shall become a part of the public records.

(d) Said model shall demonstrate the proposed structure as well as existing structures on either side. The applicant shall affirmatively demonstrate that all setbacks for the new structure shall not conflict with the existing or approved structure on either side of the proposed structure.

h. Public hearing procedure. At a public hearing, the applicant shall have the burden of proof in demonstrating that the PRD application complies with the purpose and intent of the PRD ordinance. In determining whether to grant approval of the PRD application, with or without appropriate and necessary conditions and safeguards, the Planning and Zoning Board and Village Commission shall determine whether the application complies with the purpose and intent of this section and shall make the following findings:

(1) Whether the application is consistent with the Village's Comprehensive Plan.

(2) Whether the proposed development will have a favorable effect on the economy of the Village.

(3) Whether the proposed development application will generate or result in excessive noise or traffic.

(4) Whether the proposed development will cause an undue or excessive burden on public facilities and services, including water, sewer, solid waste disposal, recreation, transportation, streets, roads, highways or other such facilities, which have been constructed, or which are planned or budgeted for construction.

(5) Whether the proposed development will tend to create a fire hazard or other dangerous conditions.

(6) Whether the proposed development will cause excessive overcrowding or concentration of people or population that would create evacuation concerns.

(7) Whether the proposed development will be compatible with the surrounding area and its development and will demonstrate innovative design in order to minimize impact on surrounding properties.

~~(8) Whether the proposed development is a reasonable use of the property and results in a public benefit including, but not limited to, the enhancement of the subject real property and/or the redevelopment of structures in deteriorated or poor condition.~~

~~i. Legal effect of PRD.~~

~~(1) Notwithstanding anything in the Code to the contrary, the approval of a PRD application shall be deemed an Overlay Zoning District to the existing zoning of the property.~~

~~(2) The approved PRD application shall encompass the approved development and the development regulations applicable to the property and shall not be subject to any variances as may be required by other sections of this Code.~~

~~(3) However, the Village Commission shall be prohibited from approving a PRD application that would increase the intensity, density or height above that which is permitted in these PRD regulations.~~

~~(4) In the event that the owner wishes to modify an approved PRD application in any fashion which would increase the amount of square footage of the building(s) or lessen landscaping or open space, or create an undue burden on any public facilities, a new PRD application shall be filed and shall be subject to the terms and conditions of this section.~~

~~(5) In the further event that the owner shall not begin development pursuant to the approved PRD application for a period exceeding 12 months, the PRD designation shall lapse and the Overlay Zoning District for the subject property shall terminate.~~

~~(6) The Village Commission shall have full authority to approve, approve with modifications, or deny a PRD application based upon its legislative determination that the application, as proposed or modified, serves and protects or does not serve and protect the public health, safety and welfare to at least an equivalent degree as the underlying zoning. Likewise, the Village Commission shall have authority to impose reasonable conditions and safeguards necessary to protect the public health, safety and welfare upon the approval of any PRD application.~~

~~(7) Nothing contained in this section shall supersede or abrogate the express provisions of the Village's Comprehensive Plan, and all development orders issued by the Village shall not exceed the density limitations imposed by the Village's Comprehensive Plan. It shall be the duty of the Village Manager, or his/her designee, to advise the Village Commission whether any individual application will cause the density to exceed any density restrictions imposed by the Village's Comprehensive Plan.~~

. . .

§ 8.12 – Bonus Height.

Properties in the RM-70 and CG districts may request to purchase additional height from North Bay Village as follows:

A. Approval of bonus height

Requests for bonus height 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 ULDC. 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 bonus height request at a site plan review public hearing. Bonus heights are not permitted within the T6 transect zones.

B. Maximum bonus height

1. Except for undersized parcels in RM-70, t ~~T~~he maximum building height (with bonus) that may be approved according to this section is 240 feet~~, provided that the floor plate for all floors between 150 feet and 240 feet in height shall not exceed 15,000 square feet in gross floor area~~.
2. Properties in the RM-70 District that ~~are one (1) acre or less and~~ receive~~ing~~ tr~~ansferred~~ development rights pursuant to Section 8.13 ~~shall be entitled to receive~~ may obtain approval from the Village Commission for additional building height of up to thirty percent (30%) above the maximum permitted height (up to 312 feet with the application of all bonuses) to accommodate the transferred density~~, provided that the floor plate for all floors between 240 feet and 312 feet shall not exceed 12,000 square feet in gross floor area~~.

C. Fees

1. Bonus height community contribution fees shall be paid to North Bay Village in the following manner: ~~a ten~~fifty percent (~~1~~50%) nonrefundable deposit shall be paid to the Village within 90 days of site plan approval by the Village Commission; and the balance shall be paid concurrently with the issuance of a building permit. No building permit shall be issued by the Village until the applicant has paid the fees calculated pursuant to this section.

. . .

§ 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 ~~from North Bay Village~~, 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. 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

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 UDLC. The resulting density 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 review~~. The Village Commission may only approve the additional height upon a finding that the additional building height results in a reduction to the allowable floor plate of the tower~~.

~~C~~D.Fees

1. The applicant shall pay a ~~nonrefundable~~ Community Contribution Fee per transferred ~~dwelling unit~~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 to time~~. as follows~~:

   ~~a) Twenty-five percent (25%) of the total assessed Community Contribution Fee shall be payable within 90 days of Commission approval of the site plan.~~

   ~~b) The remaining seventy-five percent (75%) 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 C~~c~~ontribution F~~f~~ees collected according to the TDR program shall be utilized ~~for~~ by the Village for the purchase of future Village parks, land for additional public open space, other public amenities, or infrastructure projects.

5~~3~~. 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~~4~~. Community C~~c~~ontribution F~~f~~ees shall be reviewed annually by the Village Commission

Changes made between 1st and 2nd reading

on the recommendation of the Village Manager during the budget process.

§ 8.14 – Shoreline accessibility

All properties in the RM-70 ~~and CG~~ district~~s~~ contiguous to Biscayne Bay and its natural tributaries shall provide and maintain a shoreline walkway adjacent to and parallel to the riparian right-of-way, designed and constructed in a manner consistent with the Island Walk Standards referenced in Section 8.17.O, as may be amended from time to time. The ~~shoreline walkway~~Island Walk shall be provided continuously along the water for the full width of the property ~~and shall be at least 10 feet wide~~. ~~For shoreline accessibility and view corridor standards within the T6-24 and T6-30 Urban Core District, see Chapter 15, Section 15.3.g.~~ In addition, all properties in the RM-70 ~~and CG~~ district~~s~~ contiguous to Biscayne Bay are subject to the following:

A. Prior to, or concurrent with, site plan approval, the Village Commission shall have the authority to allow the ~~shoreline walkway~~Island Walk to be provided in the riparian right-of-way in lieu of providing the shoreline walkway upland on the subject property, conditional on approval by DERM.

B. Except as otherwise provided in these regulations, a ~~A 5-foot-wide~~ public access connection walkway of a width consistent with the Island Walk Standards shall be provided and maintained between the shoreline walkway and the public right-of-way.

C. All developments contiguous to Biscayne Bay and its natural tributaries shall be subject to review and approval by the Miami-Dade County Shoreline Review Committee.

~~C~~D. Easements for both the ~~shoreline walkway~~Island Walk and public access connection walkway shall be dedicated and recorded prior to issuance of a building permit. The easement for the ~~shoreline walkway~~Island Walk shall provide connection to the ~~shoreline walkways~~Island Walks of contiguous properties.

~~D~~E. The ~~shoreline walkway~~Island Walk and public access walkway shall be open to the public daily, during hours determined by the Village.

~~E~~F. ~~Walkway lighting shall be provided and maintained. Lighting shall remain on during any nighttime hours that the walkways are open to the public.~~All design features including hardscape and softscape treatments, furnishings, lighting, signage, artwork, etc. shall be consistent with the Island Walk Standards.

~~F~~G. All shoreline accessibility facilities constructed according to this section shall be ADA compliant.

For shoreline accessibility and view corridor standards applicable to the T6-24 and T6-30 Urban Core District, see Chapter 15, Section 15.3.g.

. . .

DIVISION 3, SUPPLEMENTAL USE REGULATIONS

§ 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.

1. Permitted accessory uses by zoning district

   a. In ~~all~~single family residential districts:

   b. In RM-70 multifamily residential districts, the following accessory uses may be permitted:

      (1) Support. Building management offices within structures containing eight (8) or more dwellings units.

      (2) Nonresidential. ~~Professional Service offices and Personal Service establishments of an Ancillary Nature, including as well as coffee shops, within structures containing 100 or more to 399 dwelling units, subject to the following conditions:~~

         ~~(a) Professional services shall exclude all medical-related providers, including but not limited to dental, vision and veterinary services.~~

         ~~(b) Personal services shall be limited to hair care and aesthetic services, physical fitness conditioning, pet grooming, and laundry services (drop-off/pick up only).~~

         ~~(c) Access to such nonresidential facilities shall be only from inside the building or from the Island Walk.~~

         ~~(d) There shall be no external advertising signs, display windows or entrances., provided, however, that~~

         ~~(e) The area of such nonresidential uses shall not exceed 0.05 percent floor area ratio of the net square footage of the structure up to a maximum of 10,0008,000 square feet.~~

      ~~(3) Within structures containing 3400 or more dwelling units, nonresidential uses including~~ Professional Service offices and Personal Service establishments of an Ancillary nature, as well as Neighborhood-Serving Retail limited to small-scale, low-intensity specialty retail such as gift shops, flower shops, newspaper and magazine stands; convenience goods and services such as mini-mart or daycare; and food shops such as bakery, confectionery, ice cream parlor, refreshment stand, delicatessen, and coffee shops; along with restaurants offering waterfront dining, may be permitted with external entrances (including from the Island Walk) external signs and display windows subject to the following conditions:

         (a) Professional services shall exclude all medical-related providers, including but not limited to dental, vision and veterinary services.

         (b) Personal services shall be limited to hair care and aesthetic services, physical fitness conditioning, pet grooming, and laundry services (drop-off/pick up only).

         (c) The signs shall not abut or face a public right-of-way and cannot be readable from the public right-of-way.

         (~~b~~d) Such external signs shall be affixed flat against the facade or awning canopy of the commercial space occupied by the nonresidential use.

Changes made between 1st and 2nd reading

(~~e~~e) Such external signs shall not exceed in area ten percent (10%) of the area of the facade of the space occupied by the nonresidential space.

(~~d~~f) Such external signs shall be compatible as to materials, background and style with all adjacent and contiguous nonresidential facilities with the overall design character of the structure.

(~~e~~g) The area of such nonresidential uses shall not exceed 0.05 percent ~~floor area ratio~~ of the net square footage of the structure up to a maximum of 10,000 square feet.

(~~f~~h) Additional parking shall be provided within the development at the ratios established for the specific nonresidential uses in Sec. 9.3 of the ULDC.

(4) Integrated structured parking in compliance with the standards of Subsections. 9.3., E. and I.

(5) Covered or sheltered entrance feature/porte cochere up to the property line, provided the structure meets the following conditions:

(a) Vertical clearance of at least fourteen (14) feet. If loading/unloading is to be provided at this location, then vertical clearance shall be at least fourteen and a half (14-½) feet.

(b) Columns may be provided to support a porte cochere.

(6) Private swimming pools, cabanas, tiki huts, whirlpools, saunas, spas and hot tubs. Such structures must comply with the applicable setback standards ~~of Sec. 8.17.M.~~ (~~including setbacks,~~ unless the structures are located off the ground plane on an amenities deck).

(7) Private tennis, basketball or volleyball courts or other similar ancillary outdoor recreational uses.

(8) Integrated storage areas provided the storage is reserved for residents of the subject property and provided the storage area does not exceed 5% of the gross floor area of the structure.

(9) Rooftop decks and terraces, not exceeding a combined surface area of 80% of the enclosed floor area immediately one floor below and set back at least 5 feet from each side of the structure's exterior outer walls, when located along a side elevation not facing a street. Rooftop decks and terraces shall meet the requirements of Subsection 8.17.G. and Section 9.21.

c. In all zoning districts

(1) Television and radio antenna structures, except for those of a microwave relay or transmission nature, subject to the provisions of Section 8.13(N).

(2) Caretaker or watchman quarters when such quarters are associated with an active construction project.

~~(3) Storage areas within structures containing multifamily residential dwelling units, provided the storage is reserved for residents of the subject property and provided the storage area does not exceed 5% of the gross floor area of the structure.~~

(4) Doghouse, pens, and other similar structures for the keeping of commonly accepted household pets, provided, however, the requirements of Sections 91.03 and 91.10 through 91.12 of the Village Code of Ordinances are complied with.

(5) Disaster Shelters

(6) Green building features pursuant to Division 5 of this Chapter, as may be amended from time to time.

2. Special Regulations. The following regulations shall apply to all accessory uses and structures:

. . .

e. All accessory structures shall comply with all provisions of the ~~South~~ Florida Building Code, as amended from time to time.

. . .

§ 8.17 – Supplemental Development Standards

. . .

O. Island Walk Standards.

1. Except as otherwise provided in these regulations ~~A~~all waterfront properties on Harbor Island and properties located along the north, south, and east shorelines of Treasure island~~, from the 1415 Parcel East to the NE 79th Street Causeway Bridge~~, upon and as part of their development or substantial redevelopment, shall be required to design and construct the respective portion of the Island Walk according to design criteria and standards established in the island Walk Design Criteria Project Memorandum, dated October 19, 2020, prepared by EAC Consulting Inc. and Moffat & Nichol for the Village, as may be updated from time to time, which is incorporated into the Code as Appendix "A" and made a part hereof by reference.

. . .

Changes made between 1st and 2nd reading

EXHIBIT C

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CHAPTER 9, GENERAL SITE DESIGN STANDARDS

. . .

§ 9.3 – Off-street parking requirements

. . .

C. Minimum or maximum number of off-street parking spaces required

1. Fractions of a space: All uses shall be subject to the following minimum space requirements unless additional spaces may be required as the condition for securing a permitted conditional use. All fractional space requirements shall be rounded off to the next highest number.
2. Residential uses
    a. Single-family: Two spaces for each dwelling unit.
    b. Multifamily ~~on Treasure Island~~ in the T6 transect zone:
        i. See Section 15.7.A. Building Function (Uses) and Parking Requirements Table.
    ~~b~~c. Multifamily in all areas except ~~Treasure Island T6-24 and T6-30 transect zoned lots on the north and south side of Kennedy Causeway~~the T6 transect zone:
        (1) ~~One and one-half (1.5) space for each efficiency unit, two parking spaces for one and two-bedroom units, and three parking spaces for three-bedroom units or larger and two-bedroom units, which contain an enclosed den or other space convertible to a bedroom plus~~ The ~~maximum~~ recommended number of off-street vehicle parking spaces per unit size ~~shall be determined in accordance with~~ is shown ~~Table X~~ below, unless otherwise specified in this Chapter.

Unit Size	**Maximum Spaces Per Unit**
Micro unit, efficiency/studio and 1-bedroom	1.25 spaces
2 bedrooms	1.75 spaces
3 bedrooms	2.25 spaces
More than 3 bedrooms	0.5 spaces per additional bedroom

        (2) Guest parking shall be provided at a maximum rate of ~~0.25 spaces per unit~~ an additional ten percent (10%) of the total number of ~~required~~

Changes made following between 1st and 2nd reading

spaces. ~~for guest parking, which~~ Guest parking spaces shall be identified as such and shall be located in areas commonly accessible to all units.

(3) All parking spaces for multifamily residential uses shall be provided on site. No off-premises parking shall be counted as part of the required parking count.

(4) All ~~of the required minimum number of~~ parking spaces provided for multifamily residential uses pursuant to these provisions~~,~~ shall be conveyed for use by the developer to the condominium association, and then made available for use by the unit owners at no charge. Where spaces are indicated by a fraction, at least the whole number must be conveyed. This provision shall apply to development under the PRD Ordinance.

. . .

E. Design standards

. . .

~~5. Compact parking spaces~~

~~a. Upon special approval by the Village Commission in accordance with the provisions on use exceptions, up to 20 percent of all required parking spaces may be designed specifically for small vehicles of the compact or foreign type, provided such spaces are clearly marked "for compact cars only" and collectively located in a defined area.~~

~~b. Applicants seeking approval for the use of compact parking spaces shall provide valet parking services in perpetuity; and a Business Tax Receipt for valet parking services shall be required annually to ensure compliance with this requirement.~~

5. Compact parking spaces

a. Upon special approval by the Village Commission in accordance with the provisions on use exceptions, up to ten (10) percent of the total approved parking spaces may be dimensioned for small vehicles of the compact or foreign type, provided such spaces are clearly marked "for compact cars only."

b. Applicants seeking approval for the use of compact parking spaces shall provide valet parking services in perpetuity; and a Business Tax Receipt for valet parking services shall be required annually to ensure compliance with this requirement.

. . .

I. Structured Parking Facilities.

All new structured parking facilities shall be constructed to be adaptable for conversion and re-use in the future as a habitable area for residential, non-residential or mixed-use

development. Construction shall consider factors such as:

1. Flat floor plates;
2. Adequate floor heights, with typical parking levels no less than 9 feet;
3. Additional expansion joints;
4. Ramps that can be demolished;
5. Column placement;
6. Additional load potentials; and
7. Provisions for utilities, stairwells or other life safety needs.

. . .

6. Uses not listed

   Off-street parking requirements for those uses not enumerated but which are closely related and similar to the uses listed above shall be determined by the Planning and Zoning Board in accordance with the requirements for the listed similar use. Requirements for all non-similar uses shall be set by the Village Commission after a recommendation by the Planning and Zoning Board.

7. Required Accessible Parking

   Parking facilities accessible for persons with disabilities shall be provided as required by the Florida Building Code, including in terms of quantity, size, location, and accessibility. Accessible spaces shall be included within the amount of parking that is required in this Chapter.

. . .

J. Space-efficient parking: Mechanical, automated and robotic parking systems~~lifts with valet parking serving legal nonconforming residential development in the RM-70 District~~.

Notwithstanding ~~the above~~any provision of this Code to the contrary, mechanical and automated parking lifts or robotic parking systems may be permitted in an enclosed garage structure to serve development in the RM-70 district, ~~existing as of January 1, 2017, which is nonconforming to the minimum number of parking space requirements~~subject to the standards in Section 9.3. ~~The lifts serving the development may be located on sites in the RM-70 or RM-40 districts, subject to the distance requirements of this code. A mechanical parking lift is an automated mechanism that lifts vehicles to make space available to park other vehicles below it in a vertical tandem fashion.~~ Parking spaces created by a mechanical parking lift may be counted towards the total number of required parking spaces. Access to both standard and mechanical parking may be provided through the use of vehicle elevators.

Mechanical and automated parking devices and/or robotic parking systems may be permitted to satisfy off-street parking requirements, ~~if it meets~~ subject to the following standards:

1. Mechanical lifts shall be ~~permitted only when~~ operated by an attendant or a licensed and insured valet parking company on a 24-hour/seven-days-a-week basis, to be confirmed by restrictive covenant to be recorded by the owner/applicant prior to establishment of the use. Proof of the valet service contract must be provided to the Village annually. Between the hours of 5:00 am to 1:00 am, a minimum of two valet

parking attendants shall be on duty for each parking lot which utilizes mechanical parking lifts. Between the hours of 1:00 am to 5:00 am, a minimum of one valet parking attendant shall be on duty for each parking lot which utilizes mechanical parking lifts.

2. An attendant or valet is not required for automated parking systems which are independently accessible and can be operated by users without an attendant, provided that the Parking and Loading Operations Plan includes a nonoperation plan. Parking spaces shall have clear signage clarifying operations of the spaces to users.

~~2~~3. Should the operation of a mechanical, automated or robotic parking system be discontinued, the standards of Section 9.3.C shall apply, and the building owner or condominium association shall submit plans to the Village as a Site Plan modification, demonstrating how the necessary number of parking spaces will be provided.

~~3~~4. ~~Mechanical lifts~~ Space-efficient parking systems shall be located within a fully enclosed parking structure and shall not be visible from exterior view. No outside parking lifts shall be permitted. ~~must be shielded from view from adjacent properties, either by enclosing the parking with a decorative fence or wall or enclosing the parking in a garage structure. If a decorative fence or wall is employed, it may be located on the perimeter of the property and may exceed the height limits of Section 8.13.F.2 in order to hide the parking lifts from view to a maximum of 14 feet. Decorative fencing material may not include wood, chain link, wire or cable fencing or fences similar in appearance to any of the foregoing, or any vinyl clad fencing.~~

~~4~~5. ~~The mechanical parking lifts~~Space-efficient parking systems, including vehicle elevators~~decorative fencing~~, and any garage structure wherein these devices are located shall be designed so that the noise or vibration from the operation of the ~~lifts or car elevators~~devices shall not be plainly audible to, or felt by, any individual standing outside on property adjacent to the garage structure. Noise and vibration barriers shall be utilized to ensure that surrounding walls or fencing decrease sound and vibration emissions.

~~5~~6. All ~~mechanical parking lifts~~space-efficient parking systems and/or car elevators providing access to levels within a garage must be maintained and kept in good working order and must be inspected by a licensed mechanical engineer at least once annually. Space-efficient parking systems shall not result in queuing into any public right-of-way.

~~6~~7. All free-standing mechanical and automated parking lifts and must be designed so that power is required to lift the car, but that no power is required to lower the car, in order to ensure that the lift can be lowered, and the top vehicle can be accessed in the event of a power outage. Devices shall provide manual override capability.

~~7~~8. Any building utilizing robotic parking systems and/or car elevators to access parking must include an on-site emergency ~~electric~~ generator consistent with the requirements of Section 151.25 of the Village Code, regardless of the height of the building, with sufficient capacity to store and retrieve cars in the event of a power outage.

~~8~~9. All mechanical and automated lifts must be designed to prevent lowering of the lift when a vehicle is parked, or objects are located below the lift.

Changes made following between 1st and 2nd reading

~~9~~10.All mechanical and automated lift, robotic parking system components, ~~and~~ car elevators, and emergency generators shall be Underwriters Laboratories (UL) approved.

~~10~~11.All non-mechanical parking spaces in a garage structure must ~~measure at least nine feet in width by 18 feet in depth~~comply with the dimensional requirements of Subsection 9.3.E.4.

~~11~~12.The building owner or condominium association must maintain a service contract with the manufacturer or manufacturer-approved service company at all times to ensure continued operation of the ~~lifts and car elevator(s)~~space-efficient parking system components. Proof of the service contract must be provided to the Village annually.

~~12~~13.The ceiling heights of any garage parking level with parking lifts within a garage shall be a minimum of 11 feet six inches.

~~13~~14.The parking lift platform must be sealed and of a sufficient width and length to completely cover the bottom of the vehicle on the platform to prevent dripping liquids or debris onto the vehicle below.

~~14~~15.Either the owner or lessee of a parking lot which utilizes ~~mechanical parking lifts~~ space-efficient parking system shall carry liability insurance which covers any damage, injury, or accident that could occur within the parking lot.

~~15~~16.The condominium association shall not lease or sell parking spaces and shall not charge for guest parking.

. . .

§ 9.4 – Off-street loading and unloading requirements

A. General requirements

1. Off-street loading facilities required

   At the time of the erection of any multifamily residential or nonresidential use or at the time any such use is altered, enlarged, or increased in capacity by adding dwelling units or floor area, there shall be space provided and maintained for the loading and unloading of passengers, materials, goods, or supplies, and for delivery and shipping so that vehicles for these services may use this space without encroaching on or interfering with the public use of streets, parking facilities, and alleys by pedestrians and other vehicles.

. . .

4. Restrictions

   No areas supplied to meet required off-street parking facilities shall be utilized for or deemed to meet the requirements for off-street loading facilities.

   a. Loading Zones Designated: Freight loading zones and passenger loading zones shall be established and marked by signs.
   b. Passenger Loading Zones: No person shall stop, stand or park a vehicle for any purpose or period of time other than for the loading or unloading of

passengers in any place marked as a passenger loading zone during hours when the regulations applicable to such loading zone are effective, and then only for a period not to exceed three (3) minutes. Any vehicle in a passenger loading zone shall be attended by either a driver or valet at all times.

c. Freight Loading Zones:

(1) Generally:

i. No person shall stop, stand or park a vehicle in a place marked as a loading zone, except to load or unload property, during hours when the provisions applicable to such zones are in effect. A stop for loading or unloading property shall not exceed fifteen (15) minutes.

ii. A vehicle driver may stop temporarily at a loading zone to load or unload passengers when stopping will not interfere with any vehicle waiting to enter or about to enter the zone to load or unload property.

(2) Commercial Vehicle Loading Zone: Only commercial vehicles which are properly designated as such may stop, stand or park in a loading zone designated "Commercial Vehicle Loading Zone". No person shall stop, stand or park a commercial vehicle in any place marked as a commercial vehicle loading zone during hours when the provisions applicable to such zones are in effect except to load and unload commercial property. No stop shall exceed thirty (30) minutes.

. . .

C. Design standards

1. Space Dimensions

2. ~~An off-street loading space shall include an area of at least 12-feet wide by 30-feet long with 14½ feet vertical clearance.~~

Type	Width	Length	Height
Passenger	10	20	7
Small truck	12	25	14

Each off-street loading space shall be easily accessible and arranged for convenient and safe ingress and egress by motor truck or trailer combination.

3. Paving and drainage

Proposed grading and drainage for off-street loading facilities shall be approved by the Village. All loading areas shall be surfaced with a minimum of a rolled six-inch rock base and a one-inch durable weatherproof asphaltic pavement. Loading areas shall be maintained in a manner so as to not create a hazard or nuisance.

4. Joint usage

Combined or joint off-street loading spaces for two or more uses may be collectively provided if off-street loading facilities are equal in size and capacity to the combined

requirements of the several uses and are so located and arranged as to be usable by all.

4. Ingress and egress from loading spaces shall be provided by means of clearly defined drives which lead from public rights-of-way to clearly defined maneuvering lanes which in turn provide access to individual loading spaces. Configurations which require backing directly onto a street, excluding alleys, from a loading space shall be prohibited.

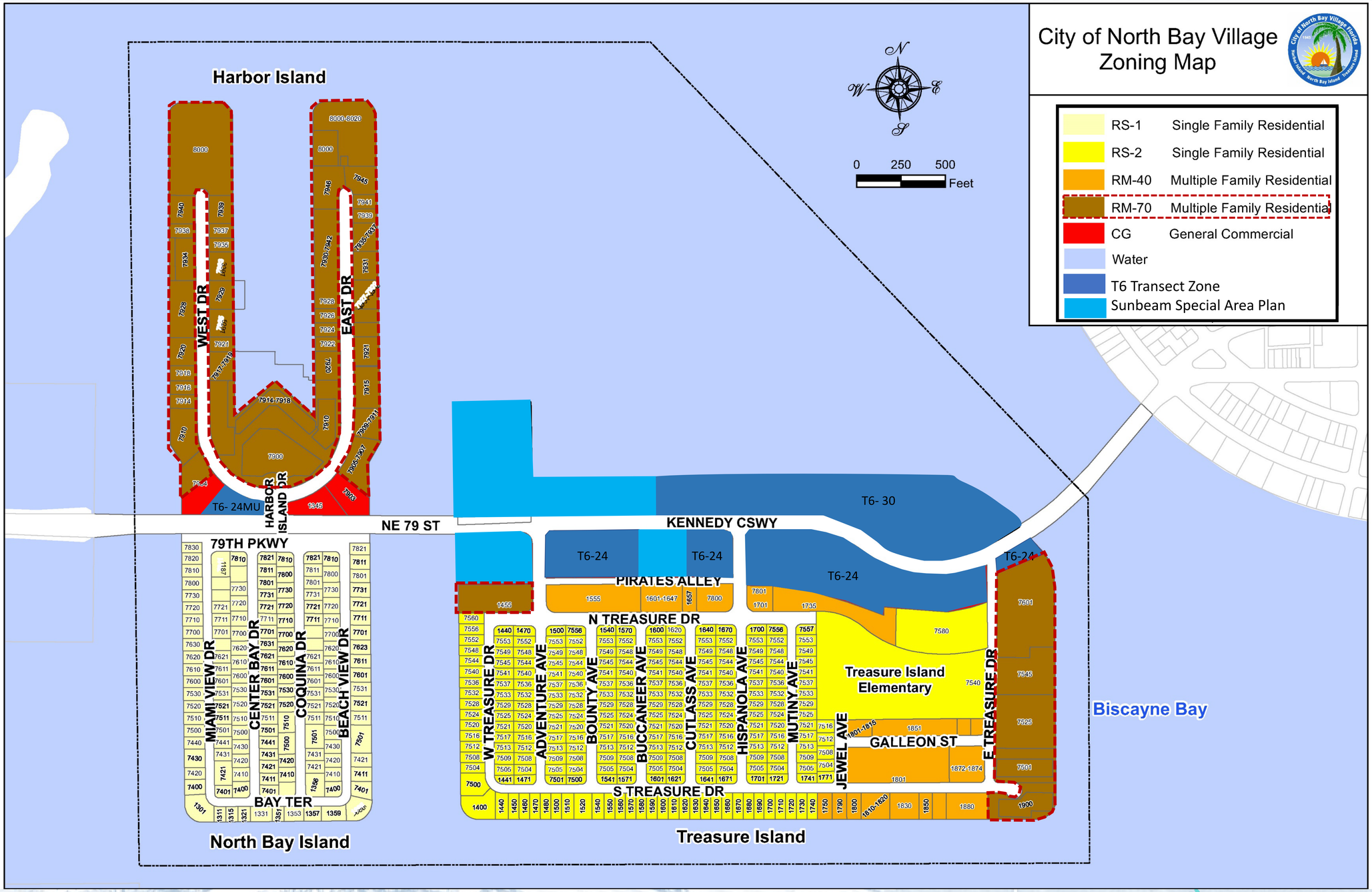
Changes made following between 1st and 2nd reading

Zoning Code Update for High-Density Multifamily Buildings in Harbor & Treasure Islands

LISTENING SESSION

January 17, 2023

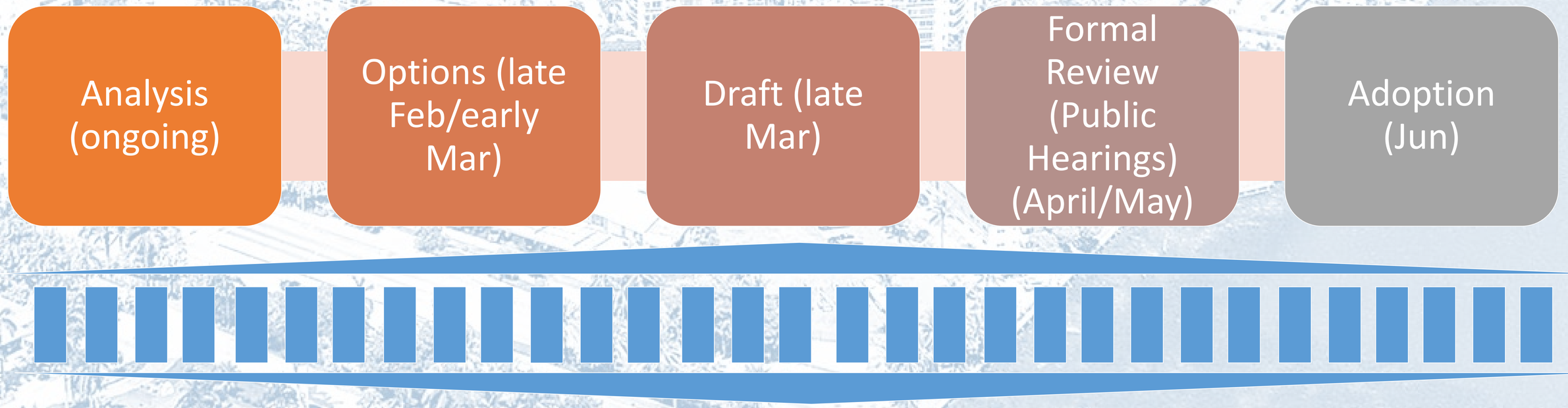
FOCUS: RM-70 ZONING DISTRICT



PURPOSE

To ensure that the RM-70 zoning district helps meet our long-term vision and goals, as expressed in the Comprehensive Plan and the NBV100 Master Plan (livability, resilience, prosperity), and that the character of future high-density development enhances our multifamily residential neighborhoods.

PROCESS



North Bay Village
HEART OF THE BAY

DESIRED MEETING OUTCOMES

- Collect range of perspectives
- Understand the strengths and weaknesses of the RM-70 zoning and related regulations
- Identify opportunities for improvement and areas of agreement as the basis for direction on necessary changes

North Bay Village
HEART OF THE BAY

PRELIMINARY ANALYSIS (HARBOR ISLAND)

Folio(s)	Address	Project Name	Owner	Sq. Ft.	Acres	Current Use	Tenancy	Year Built	Existing Units	Height (stories)	As-Built Density (upa)	Total Max Units @70 upa	Additional Unit Capacity @70 upa	Legally non-conforming density?	Rezoned as PRD?
WEST DRIVE															
23-3209-001-0040	8000 West Drive	Moda Apts	8000 WEST DRIVE GROUND OWNER LLC C/O SAFEHOLD INC	196,456	4.51	MFR	R	2015	285	8	63	315	30	N/A	N
23-3209-022-0001 (ref)	7939-7941 West Drive	Chateau Isle	MULTIPLE	22,400	0.51	MFR	O	1956	12	3	23	21	9	N/A	N
23-3209-001-0420	7938-7940 West Drive	N/A	7940 NBV PARTNERS LLC	33,600	0.77	Vacant	N/A	N/A	0	0	N/A	54	54	N/A	N/A
23-3209-001-0500	7937 West Drive	West Bay Villas	JACOB WATERFRONT PROPERTIES LLC	11,200	0.26	MFR	R	1954	6	2	23	6	0	N/A	N
23-3209-038-0001 (ref)	7935 West Drive	West Bay Condo	MULTIPLE	11,200	0.26	MFR	O	1956	8	2	31	6	-2	Y	N
23-3209-048-0001 (ref)	7934 West Drive	Space 01	MULTIPLE	33,600	0.77	MFR	O	2006	54	15	70	54	0	N/A	N
23-3209-027-0001 (ref)	7933 West Drive	Magaluf Towers	MULTIPLE	22,400	0.51	MFR	O	1979	40	11	78	21	-19	Y	N
23-3209-043-0001 (ref)	7929 West Drive	Blue Bay Tower Condo	MULTIPLE	22,400	0.51	MFR	O	2005	36	15	70	21	-15	N/A	?
23-3209-036-0001 (ref)	7928 West Drive	Islander Club	MULTIPLE	44,800	1.03	MFR	O	1969	87	10	85	72	-15	Y	N
23-3209-001-0620	7925 West Drive	7925 West Drive	VALLEYVIEW REIT LLC	22,400	0.51	MFR	R	1958	24	2	47	21	-3	N/A	N
23-3209-001-0660	7921 West Drive	7921 West Drive	AZURE USA LLC	11,200	0.26	MFR	R	1947	8	2	31	6	-2	Y	N
23-3209-001-0220	7920 West Drive	Vogel Park	NORTH BAY VILLAGE	22,400	0.51	Park	P	N/A	0	0	0	35.7**	0	N/A	N/A
23-3209-001-0160	7918 West Drive	7918 West Drive	P&O PROPERTIES LLC	33,600	0.77	Under construction	O	2024	54	21	70	54	0	N/A	N/A
23-3209-001-0680	7917 West Drive	7917 West Drive	CORAL USA LLC	22,400	0.51	MFR	R	1963	30	2	58	21	-9	Y	N
23-3209-001-0013	7913 West Drive	Former Coletta lot	S2 NBV LLC	43,901	1.01	Vacant	N/A	N/A	0	0	0	71	71	N/A	N/A
23-3209-001-0110	7910 West Drive	Harbor West Apts.	GATOR HARBOR WEST LTD	42,324	0.97	MFR	R	1958	44	3	45	68	24	N/A	N
23-3209-026-0001 (ref)	7904 West Drive	Bayshore Yacht and Tennis Club	MULTIPLE	60,300	1.38	MFR	O	1963	174	12	126	97	-77	Y	?
HARBOR ISLAND DRIVE															
23-3209-052-0001 (ref)	7900 Harbor Island Drive	360 Condominium (A, B and C)	MULTIPLE	298,480	6.85	MFR	O	2007	336	15 max	49	480	144	N/A	N
EAST DRIVE															
23-3209-021-0001 (ref) 23-3209-001-0023 23-3209-001-0021	8000 East Drive	Biscayne Sea Club	MULTIPLE	133,619	3.07	MFR	O	1955	52	3	17	215	163	N/A	N
23-3209-030-0001 (ref)	7946 East Drive	Majestic Isle Condo	MULTIPLE	40,000	0.92	MFR	O	1960	36	3	39	64	28	N/A	N
23-3209-032-0001 (ref)	7945 East Drive	Bays Water Condo	MULTIPLE	28,800	0.66	MFR	O	1958	24	3	36	46	22	N/A	N
23-3209-001-0430	7941 East Drive	Mon Plaisir	ROBMAR MIAMI LLC	11,200	0.26	MFR	R	1953	4	2	16	6	2	N/A	N
23-3209-056-0001 (ref)	7939 East Drive	The Current by Extant	NBV TOWER LLC	11,200	0.26	MFR	R	2008	16	15	62	6	-10	N/A	?
23-3209-059-0001 (ref)	7935 East Drive	Cielo on the Bay	MULTIPLE	22,400	0.51	MFR	O	2009	36	15	70	21	-15	N/A	?
23-3209-001-0330	7931 East Drive	7931 East Drive	7927/7931 EAST DRIVE	22,400	0.51	MFR	R	1958	24	2	47	21	-3	Y	N
23-3209-060-0001 (ref)	7928 East Drive	Eloquence on the Bay	PROPERTY HOLDINGS LLC	125,197	2.87	MFR	O	2009	120	17	42	201	81	N/A	N
23-3209-001-0290	7927 East Drive	7927 East Drive	7927/7931 EAST DRIVE	22,400	0.51	MFR	R	1961	20	2	39	21	1	N/A	N
23-3209-001-0610	7926 East Drive	Miami White House	7926 EAST LLC	11,200	0.26	MFR	R	1946	8	2	31	6	-2	Y	N
23-3209-001-0630	7924 East Dirve	7924 East Drive	NORTH BAY INVESTORS INC	11,200	0.26	MFR	R	1968	19	5	74	6	-13	Y	N
23-3209-001-0270	7925 East Drive	N/A	RENE CARABALLO	11,200	0.26	Vacant	N/A	N/A	0	0	0	6	6	N/A	N/A
23-3209-001-0250	7923 East Drive	N/A	RENE CARABALLO	11,200	0.26	Vacant	N/A	N/A	0	0	0	6	6	N/A	N/A
23-3209-001-0650	7922 East Drive	N/A	MBM DEVELOPMENTS LLC	11,200	0.26	Vacant	N/A	N/A	0	0	0	6	6	N/A	N/A
23-3209-029-0001	7921 East Drive	Lido Condo	MULTIPLE	21,700	0.50	MFR	O	1959	20	2	40	20	0	N/A	N
23-3209-033-0001 (ref)	7920 East Drive	Belle Isle Condo	MULTIPLE	22,400	0.51	MFR	O	1958	24	2	47	21	-3	Y	N
23-3209-001-0151	7915 East Drive	7915 East Drive	C & D BAY VILLAGE LLC	33,600	0.77	MFR	R	1959	41	3	53	54	13	N/A	N
23-3209-034-0001 (ref)	7909-7911 East Drive	Harbor Condo	MULTIPLE	24,000	0.55	MFR	O	1951	8	2	15	23	15	N/A	N
23-3209-001-0090	7905 East Drive	Royal Isle	ROYAL ISLE APARTMENTS L C	46,990	1.08	MFR	R	1964	45	3	42	76	31	N/A	N
								Totals	**1,695**			**2,212**	**517**		

PRELIMINARY ANALYSIS (Cont'd)

- Existing units: 1,695
- Density range: 23 upa (Chateau Isle) to 126 upa (Bayshore)
- Average density: 43 upa
- Building age range: 0 (new constr.) to 76 years
- Building age average: 50 years
- Tenancy: 68% ownership (condos) v. 32% rental
- Building height range: 2 to 21 stories (new constr.)
- Building height average: 6 stories
- Undersized parcels: 51%
- Vacant acreage: 2.55 acres

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PRELIMINARY ANALYSIS (Cont'd)

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- Potential add'l units @70 upa (base density): 517
- Other factors to consider:
  - Lot assembly/redevelopment opportunities
  - Planned Residential Overlay option (uses FAR, not density)
  - Transfer of development rights (up to 30% from the available pool) on an individual basis (but does not change the overall island density
- Cost of TDRs:
  - $65,000 per unit for a project comprised entirely of non-waterfront property
  - $75,000 for a project with any frontage on a water body

DISCUSSION TOPICS

1. District purpose and permitted uses
2. Site development standards
3. Density and building height
4. Transfer of development rights
5. Alternative regulations
6. Open space
7. Parking
8. Other relevant requirements

ZONING DISTRICT PURPOSE (SEC. 8.10.D.1)

"The purpose of this district is to provide for high-density multi-family residential structures together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible."

PERMITTED USES (SEC. 8.10.D.2)

1. Multi-family residential dwellings, including duly licensed home occupation.
2. Management offices, but only if the structure contains eight (8) or more dwellings units or guest rooms.
3. Ancillary office retail and service commercial facilities, if the structure contains 100 or more dwelling units or guest rooms and subject to the following conditions:
   - Access to such nonresidential facilities shall be only inside the building.
   - There shall be no external advertising signs, display windows or entrances, provided, however, that within a building containing 400 or more dwelling units, entrances, external signs and display windows are permitted if the signs do not face a public right-of-way and cannot be read from the public right-of-way; are affixed flat against the facade or awning canopy of the commercial facility; do not exceed 10% of the area of the building facade; are compatible as to materials, background and style with all adjacent and contiguous commercial facilities, and are not self-illuminated, "activated", "animated", "flashing", or "beacon light" signs as defined in Section 11.2 of the ULDC.

ACCESSORY USES (SEC. 8.16.A)

1) In all residential districts:
    1) Private garages or carports provided:
        a) No solid wall exterior facades or enclosures are allowed;
        b) Enclosures must create window facades proportional to the existing windows at the front of the home;
        c) A landscaped area is created in front of the enclosed garage to a depth of 24" inches and covering the width of the original garage opening; and
        d) Such greenspace shall be cut out from any existing driveway material that may run up to the new enclosure, or enclosure may maintain a garage door facade.
    2) Private swimming pools, cabanas, whirlpools, saunas, spas and hot tubs.
    3) Private tennis, basketball or volleyball courts or other similar outdoor recreational uses.
    4) Storage structures provided no structure exceeds 150 square feet in gross floor area and is not more than 12 feet high from grade.
2) In all zoning districts
    1) Television and radio antenna structures, except for those of a microwave relay or transmission nature, subject to the provisions of Section 8.13(N).
    2) Caretaker or watchman quarters when such quarters are associated with an active construction project.
    3) Storage areas within structures containing multifamily residential dwelling units, provided the storage is reserved for residents of the subject property and provided the storage area does not exceed 5% of the gross floor area of the structure.
    4) Doghouse, pens, and other similar structures for the keeping of commonly accepted household pets, provided, however, the requirements of Sections 91.03 and 91.10 through 91.12 of the Village Code of Ordinances are complied with.
    5) Disaster Shelters
    6) Green building features.

PROHIBITED USES (SEC. 8.10.D.3)

All other uses not specifically or provisionally permitted herein.

USE EXCEPTIONS (SEC. 8.11)

The Village Commission may permit the following buildings and uses as use exceptions, provided there are clear indications that such exceptions will not substantially affect adversely the uses permitted in these regulations of adjacent property.

1. Structural alterations to special uses, after these uses are approved by the Village Commission.
2. Other special uses as may be enumerated in specific zoning districts.
3. Assisted living facility or nursing facility.
4. Temporary sales/marketing office approval for no more than 12 months.
5. Farmers' market
6. Uses that provide a public benefit (parks, open space and other public amenities) that will not adversely affect the existing adjacent uses, the uses permitted in the zoning district of the subject property, or the uses permitted in the zoning district of the adjacent properties.

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SITE DEVELOPMENT STANDARDS (SEC. 8.10.D.4)

Minimum lot size*:

Area—27,000 square feet

Frontage—75 feet

Minimum yard setbacks:

Location	**Distance *(Feet)***
NE 79th Street (north side)	40
Kennedy Causeway (south side)	60
Other street frontages	25
Rear	25
Adjacent single-family district	100
One side (interior)	15
Second side (interior)	20% of the lot width
Total side setback area free of structures at ground level	60

Minimum unit floor area:

Unit Type	**Floor area (Sq. Ft.)**
Efficiency	600
One-bedroom	900
Two-bedroom	1,200
Three-bedroom or larger	1,350

BUT if the lot is undersized, Sec. 8.10.D.6, Special exceptions for certain undersized parcels, apply.

OPEN SPACE (SEC. 8.10.D.4.g.)

Minimum pervious area: Twenty percent (20%) of the total parcel must be retained as pervious area and shall be landscaped.

DENSITY (SEC. 8.10.D.4.c., as amended)

Maximum density.

Pursuant to the Village's Comprehensive Plan, the maximum base density permitted in RM-70 properties shall be seventy (70) units to the acre, except for properties receiving transferred development rights pursuant to Section 8.13, which shall be permitted to exceed the maximum base density by no more than thirty percent (30%). Receiver sites may be developed as otherwise permitted by this Unified Land Development Code, as may be amended from time to time, in combination with the development rights available to the site, provided that the overall density is consistent with, and does not exceed, the overall density allowable by the Village's Comprehensive Plan.

BUILDING HEIGHT (SEC. 8.10.D.3.c, as amended)

Maximum base building height: 150 feet.

Maximum bonus building height: Bonus height may be approved according to Section 8.12.

BONUS AND ADDITIONAL HEIGHT (SEC. 8.12, as amended)

Properties in the RM-70 district may request to purchase additional height from North Bay Village as follows:

A. Approval of bonus height

Requests for bonus height 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 ULDC. 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 bonus height request at a site plan review public hearing.

B. Maximum bonus height

1. The maximum building height (with bonus) that may be approved according to this section is 240 feet.
2. Properties in the RM-70 District receiving transferred development rights pursuant to Section 8.13 shall be entitled to receive approval from the Village Commission for additional building height of up to thirty percent (30%) above the maximum permitted height (up to 312 feet with the application of all bonuses) to accommodate the transferred density.

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TRANSFER OF DEVELOPMENT RIGHTS (SEC. 8.13, as amended)

Properties in the RM-70 district may request to purchase additional dwelling units, allowing for increased density and height from North Bay Village 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. 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. Approval of Transfer of Density Rights and Additional Building Height.

Requests for transferred density 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 UDLC. The resulting density 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 building height at a site plan review upon a finding that the additional building height is necessary to reduce the building bulk and tower floor plate to the minimum practicable area

REMAINING TRANSFERRABLE DEVELOPMENT RIGHTS

Any and all Village-owned property shall be considered as an eligible TDR sending or donor site…

Village-Owned Property with MFR development Rights	Area (square feet and acres)	Current Future Land Use Designation	Current Zoning	Zoned Residential Density	Previous Transfers?	Maximum Allocated Density @ 70 units/acre	Remaining TDRS
Former Village Hall Site (East Drive Park)	32,169 sf 0.738 ac	Public Buildings and Grounds	Commercial	70 du/ac	Yes**	51.7 units	0
Vogel Park	22,400 sf 0.514 ac	Recreational	RM-70	70 du/ac	Yes*	35.9	27.4
Galleon Street property	48,000 sf 1.10 ac	Public Buildings and Grounds + Recreational	RM-40	40 du/ac	No	44.2	44.2
Sakura Property	31,734 sf 0.728 ac	Commercial	T6-24MU	70 du/ac (base)	Yes**	50.9 units	0
					TOTAL REMAINING POOL		**71.6**

ALTERNATIVE REGULATIONS
Undersized Parcels (Sec. 8.10.D.6.)

Minimum lot size: 10,800 square feet

Frontage: 30 feet

Density: If the lot is 10,800 square feet, a maximum of six (6) units; but on lots which exceed 10,800 square feet or 30 feet in frontage, one (1) additional unit for each whole 750 square feet of land area in excess of the minimum required lot area or frontage.

Building height: The maximum building height on minimum undersized parcels shall be three (3) stories or 36 feet above code-approved grade, whichever is less; but on lots larger than 10,800 square feet or 30 feet in frontage, one (1) floor for each whole 1,750 square feet of land area in excess of the minimum required lot area, not to exceed six (6) stories or 72 feet above code approved grade, whichever is less. Grade level (understory) parking not exceeding ten (10) feet in height is not included in the maximum height limitation.

Minimum pervious area: Twenty-five (25) percent of the total lot area must be retained as pervious area and must be landscaped.

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ALTERNATIVE REGULATIONS (Cont'd)
Planned Residential Development (Sec. 8.10.D.7.)

Established in 2001 as an Overlay District. Process that provides certain degree of flexibility to support innovative approaches to planning and design of "community environments"

May only be approved after public hearings

The subject property must contain a minimum of one legally platted lot for the construction of no less than ten (10) residential units and twenty (20) off-street parking spaces, or two (2), but not more than three (3), platted lots contiguous, as of the effective date of this section [Jan. 22, 2002];

The subject property must be deemed one (1) parcel of land and in the event that two (2) or more platted lots shall constitute a PRD, the applicant shall submit a Unity of Title…

Density: Not applicable

Floor area ratio (FAR): No structure shall contain a FAR of greater than 3.0 for one (1) lot; 3.75 for two (2) lots; and 4.00 for three (3) lots, and no more than one-half (1/2) of a floor area used for amenities can be allocated for dwelling units.

Building height: 170 feet above BFE, all inclusive

Density and height bonus: Not applicable

Setbacks: Smaller setback requirements for projects with pedestal and tower design; stepback for tower; flex setback provisions to accommodate creative configurations and design solutions.

Special features and requirements: Parking, landscape, design features such as balconies. (No reference to public boardwalk).

MINIMUM PARKING (SEC. 9.3.C.)

b. Multifamily in all areas except Treasure Island T6-24, t6-24MU and T6-30 transect zoned lots on the north and south side of Kennedy Causeway:
    - One and one-half (1.5) space for each efficiency unit
    - Two (2) parking spaces for one and two-bedroom units
    - Three (3) parking spaces for three-bedroom units or larger and two-bedroom units, which contain an enclosed den or other space convertible to a bedroom
    - An additional ten percent (10%) of the total number of required spaces for guest parking, which shall be identified as such.
    - All of the required minimum number of parking spaces pursuant to these pro-visions, shall be conveyed for use by the developer to the condominium association, and then made available for use by the unit owners at no charge. Where spaces are indicated by a fraction, at least the whole number must be conveyed. This provision shall apply to development under the PRD Ordinance.

MECHANICAL PARKING (SEC. 9.3.G.)

Mechanical parking lifts with valet parking serving legal nonconforming residential development in the RM-70 District.

- …mechanical parking lifts may be permitted to serve development in the RM-70 district, existing as of January 1, 2017, which is nonconforming to the minimum number of parking space requirements... Parking spaces created by a mechanical parking lift may be counted towards the total number of required parking spaces. Access to both standard and mechanical parking may be provided through the use of vehicle elevators. Mechanical parking may be permitted if it meets the following standards:
    - Must be operated by an attendant or a licensed and insured valet parking company on a 24-hour/seven-days-a-week basis, to be confirmed by restrictive covenant to be recorded by the owner/applicant prior to establishment of the use…
    - Lifts must be shielded from view from adjacent properties…
    - The mechanical parking lifts, decorative fencing, and any garage structure shall be designed so that the noise or vibration from the operation of the lifts or car elevators shall not be plainly audible to, or felt by, any individual standing outside on property adjacent to the garage structure

      * * *

    - The ceiling heights of any garage parking level with parking lifts within a garage shall be a minimum of 11 feet six inches.

      * * *

    - The condominium association shall not lease or sell parking spaces and shall not charge for guest parking.

OTHER STANDARDS AND REQUIREMENTS

Additional required features and requirements (Sec. 8.10.D.5.)

- Public access boardwalk as required by the Miami-Dade County Shoreline Review Committee. (Developer shall dedicate an easement to the Village conveying the boardwalk and a public access corridor).
- All exterior paving surfaces, except for covered parking garages, shall be constructed of brick pavers.
- A water feature shall be provided in the front of each development.
- Developments shall comply with existing landscaping requirements, as well as changes implemented in the future to conform to contiguous developments and landscaping plans implemented for the causeway and interior island areas.
- Developments shall provide streetscape benches along the boardwalk areas.
- All parking garages shall be constructed with architectural features that hide them from public view (glass, screening, greenery etc.).
- Lighting shall be provided in all areas in the front of development where trees are planted.

Green Building Program (Sec. 8.20)

Multi-family residential shall achieve a minimum of eighteen (18) points.

OTHER STANDARDS AND REQUIREMENTS (Cont'd)

Shoreline Accessibility (Sec. 8.14)

All properties in the RM-70 and CG districts contiguous to Biscayne Bay and its natural tributaries shall provide and maintain a shoreline walkway adjacent to and parallel to the riparian right-of-way. The shoreline walkway shall be provided continuously along the water for the full width of the property and shall be at least 10 feet wide… In addition, all properties in the RM-70 and CG districts contiguous to Biscayne Bay are subject to the following:

A. Prior to, or concurrent with, site plan approval, the Village Commission shall have the authority to allow the shoreline walkway to be provided in the riparian right-of-way in lieu of providing the shoreline walkway upland on the subject property.

B. A 5-foot-wide public access connection walkway shall be provided and maintained between the shoreline walkway and the public right-of-way.

C. Easements for both the shoreline walkway and public access connection walkway shall be dedicated and recorded prior to issuance of a building permit. The easement for the shoreline walkway shall provide connection to the shoreline walkways of contiguous properties.

D. The shoreline walkway and public access walkway shall be open to the public daily, during hours determined by the Village.

E. Walkway lighting shall be provided and maintained. Lighting shall remain on during any nighttime hours that the walkways are open to the public.

F. All shoreline accessibility facilities constructed according to this section shall be ADA compliant.

Next Steps

- Finalize development capacity
- Conduct traffic generation analysis
- Process input received today
- Develop preliminary regulatory responses/options
- Schedule follow-up session to present initial responses/options (TENTATIVELY Feb 28, 2023 – subject to change!)

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Thank you for participating!

Q&A

January 17, 2023

Zoning Code Update for High-Density Multifamily Buildings in Harbor & Treasure Islands

OPTIONS DISCUSSION SESSION

March 13, 2023

AGENDA

1. Intro / Recap of Purpose, Process and Timeline
2. Key Takeaways from Prior Meeting
3. Additional Data Collected
4. Topics for review and discussion
   - Permitted non-residential land uses
   - Parking requirements for multifamily residential
   - Planned Residential Development (PDR) Overlay
   - Transfer of development rights
5. Additional Topics (time permitting)
6. Next Steps

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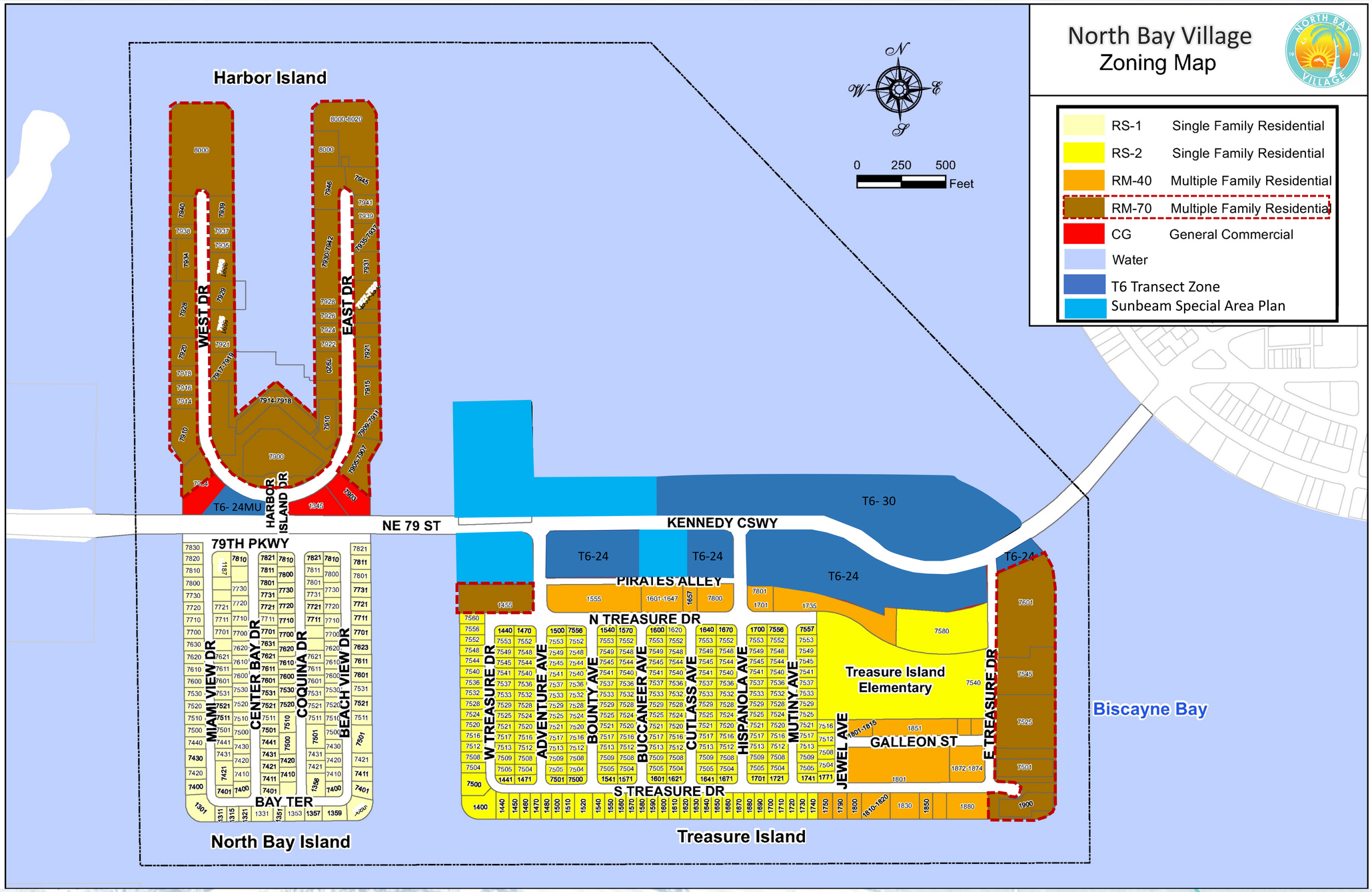
FOCUS: RM-70 ZONING DISTRICT



PURPOSE OF PROCESS

To ensure that the RM-70 zoning district helps meet our long-term vision and goals, as expressed in the Comprehensive Plan and the NBV100 Master Plan (livability, resilience, prosperity), and that the character of future high-density development enhances our multifamily residential neighborhoods.

STEPS

Analysis

Options (ongoing)

Draft (anticipated late March)

Formal Review (Public Hearings) (April/May)

Adoption (Jun)

Public Engagement

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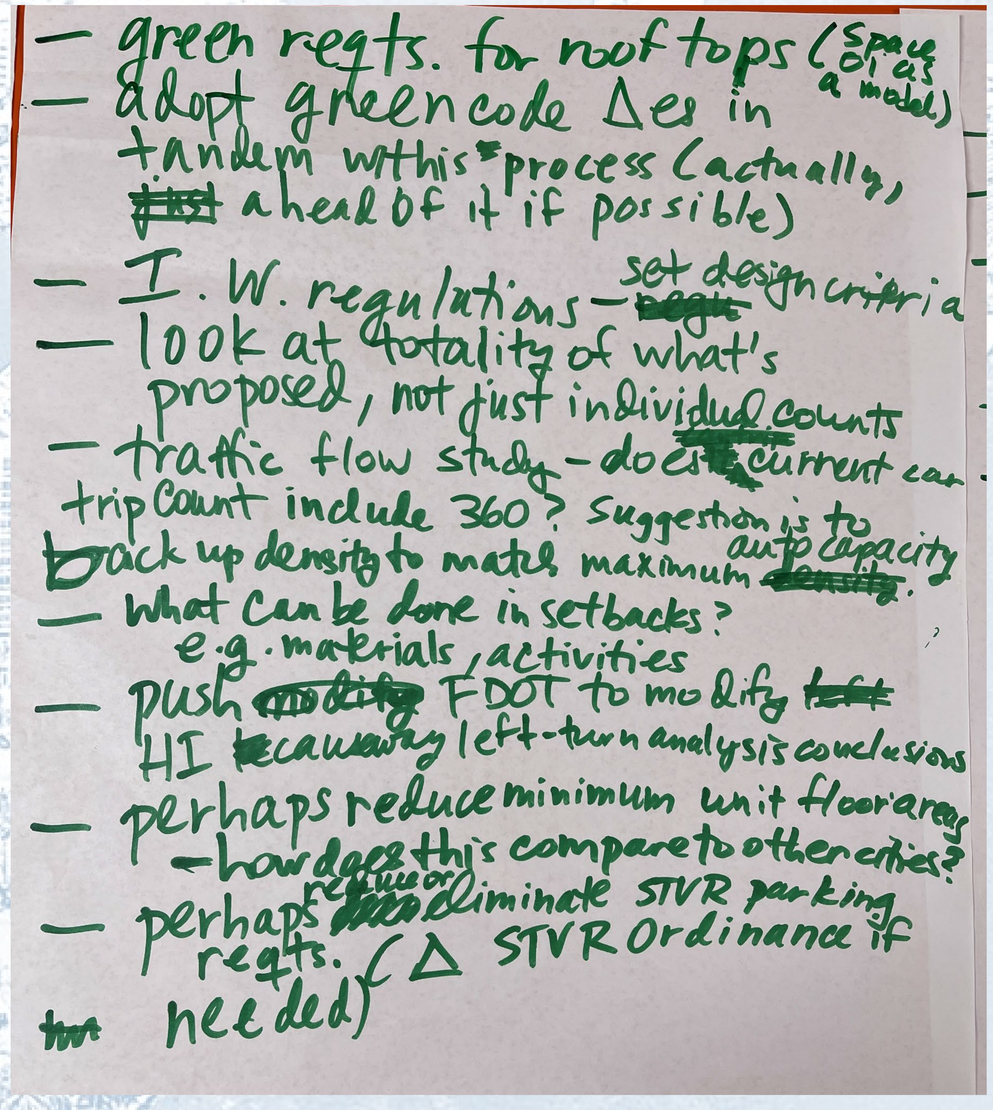
KEY TAKEAWAYS FROM PRIOR MEETING

- Importance of understanding implications of development under current regulations on future traffic generation and potential necessary improvements to alleviate traffic flow issues. For example:
  - Increasing flexibility for mixed use to create complete neighborhood and reducing the need for trips
  - Reducing parking requirements for MFRs
- "Baywalk" standards consistent (to degree possible) with Island Walk design criteria (and naming)



MEETING GOALS AND DESIRED OUTCOMES

- Review focus areas where alternative approaches are possible
- Understand the implications of alternatives
- Discuss and agree on preferred directions to inform drafting of proposed amendments

SUMMARY OF ANALYSIS

- Existing units: 1,711
- Density range: 23 upa (Chateau Isle) to 126 upa (Bayshore)
- Average density: 43 upa
- Building age range: 0 (new constr.) to 76 years
- Building age average: 50 years
- Tenancy: 68% ownership (condos) v. 32% rental
- Building height range: 2 to 21 stories (new constr.)
- Building height average: 6 stories
- Undersized parcels: 51%
- Vacant acreage: 2.55 acres
- **Potential add'l units @70 upa (base density): 501**
- **Potential max add'l units from TDR transfers: 130**
- **Total potential additional units: 631***

NOTE ADDED AFTER 3/13 MEETING: * Approx. 255 of which are "unused" units at Moda (30), 360 Condo (144) and Eloquence (81)

NOTE: SLIDE ADDED AFTER 3/13 WORKSHOP FOR CONTEXT

UPDATED HARBOR ISLAND ANALYSIS

Folio(s)	Address	Project Name	Owner	Sq. Ft.	Acres	Current Use	Tenancy	Year Built	Existing Units	Height (stories)	As-Built Density (upa)	Total Max Units @70 upa *	Additional Unit Capacity @70 upa *	Legally non-conforming density?	Previously rezoned as PRD?
WEST DRIVE															
23-3209-001-0040	8000 West Drive	Moda Apts	8000 WEST DRIVE GROUND OWNER LLC C/O SAFEHOLD INC	196,456	4.51	MFR	R	2015	285	8	63	315	30	N/A	N
23-3209-022-0001 (ref)	7939-7941 West Drive	Chateau Isle	MULTIPLE	22,400	0.51	MFR	O	1956	12	3	23	21	9	N/A	N
23-3209-001-0420	7938-7940 West Drive	N/A	7940 NBV PARTNERS LLC	33,600	0.77	Vacant	N/A	N/A	0	0	N/A	54	54	N/A	N/A
23-3209-001-0500	7937 West Drive	West Bay Villas	JACOB WATERFRONT PROPERTIES LLC	11,200	0.26	MFR	R	1954	7	2	27	6	-1	N/A	N
23-3209-038-0001 (ref)	7935 West Drive	West Bay Condo	MULTIPLE	11,200	0.26	MFR	O	1956	6	2	23	6	0	Y	N
23-3209-048-0001 (ref)	7934 West Drive	Space 01	MULTIPLE	33,600	0.77	MFR	O	2006	54	15	70	54	0	N/A	N
23-3209-027-0001 (ref)	7933 West Drive	Magaluf Towers	MULTIPLE	22,400	0.51	MFR	O	1979	34	11	66	21	-13	Y	N
23-3209-043-0001 (ref)	7929 West Drive	Blue Bay Tower Condo	MULTIPLE	22,400	0.51	MFR	O	2005	36	15	70	21	-15	N/A	?
23-3209-036-0001 (ref)	7928 West Drive	Islander Club	MULTIPLE	44,800	1.03	MFR	O	1969	88	10	86	72	-16	Y	N
23-3209-001-0620	7925 West Drive	7925 West Drive	VALLEYVIEW REIT LLC	22,400	0.51	MFR	R	1958	24	2	47	21	-3	N/A	N
23-3209-001-0660	7921 West Drive	7921 West Drive	AZURE USA LLC	11,200	0.26	MFR	R	1947	10	2	39	6	-4	Y	N
23-3209-001-0220	7920 West Drive	Vogel Park	NORTH BAY VILLAGE	22,400	0.51	Park	P	N/A	0	0	0	0	0	N/A	N/A
23-3209-001-0160	7918 West Drive	7918 West Drive	P&O PROPERTIES LLC	33,600	0.77	Under construction	O	2024	54	21	70	54	0	N/A	N/A
23-3209-001-0680	7917 West Drive	7917 West Drive	CORAL USA LLC	22,400	0.51	MFR	R	1963	30	2	58	21	-9	Y	N
23-3209-001-0013	7913 West Drive	Former Coletta lot	S2 NBV LLC	43,901	1.01	Vacant	N/A	N/A	0	0	0	70	70	N/A	N/A
23-3209-001-0110	7910 West Drive	Harbor West Apts.	GATOR HARBOR WEST LTD	42,324	0.97	MFR	R	1958	44	3	45	68	24	N/A	N
23-3209-026-0001 (ref)	7904 West Drive	Bayshore Yacht and Tennis Club	MULTIPLE	60,300	1.38	MFR	O	1963	174	12	126	97	-77	Y	N
HARBOR ISLAND DRIVE															
23-3209-052-0001 (ref)	7900 Harbor Island Drive	360 Condominium (A, B and C)	MULTIPLE	298,480	6.85	MFR	O	2007	336	15 max	49	480	144	N/A	N
EAST DRIVE															
23-3209-021-0001 (ref) 23-3209-001-0023 23-3209-001-0021	8000 East Drive	Biscayne Sea Club	MULTIPLE	133,619	3.07	MFR	O	1955	52	3	17	215	163	N/A	N
23-3209-030-0001 (ref)	7946 East Drive	Majestic Isle Condo	MULTIPLE	40,000	0.92	MFR	O	1960	36	3	39	64	28	N/A	N
23-3209-032-0001 (ref)	7945 East Drive	Bays Water Condo	MULTIPLE	28,800	0.66	MFR	O	1958	22	3	33	46	24	N/A	N
23-3209-001-0430	7941 East Drive	Mon Plaisir	ROBMAR MIAMI LLC	11,200	0.26	MFR	R	1953	4	2	16	6	2	N/A	N
23-3209-056-0001 (ref)	7939 East Drive	The Current by Extant	NBV TOWER LLC	11,200	0.26	MFR	R	2008	16	15	62	6	-10	N/A	?
23-3209-059-0001 (ref)	7935 East Drive	Cielo on the Bay	MULTIPLE	22,400	0.51	MFR	O	2009	36	15	70	21	-15	N/A	?
23-3209-001-0330	7931 East Drive	7931 East Drive	7927/7931 EAST DRIVE	22,400	0.51	MFR	R	1958	24	2	47	21	-3	Y	N
23-3209-060-0001 (ref)	7928 East Drive	Eloquence on the Bay	PROPERTY HOLDINGS LLC	125,197	2.87	MFR	O	2009	120	17	42	201	81	N/A	N
23-3209-001-0290	7927 East Drive	7927 East Drive	7927/7931 EAST DRIVE	22,400	0.51	MFR	R	1961	20	2	39	21	1	N/A	N
23-3209-001-0610	7926 East Drive	Miami White House	7926 EAST LLC	11,200	0.26	MFR	R	1946	7	2	27	6	-1	Y	N
23-3209-001-0630	7924 East Dirve	7924 East Drive	NORTH BAY INVESTORS INC	11,200	0.26	MFR	R	1968	20	5	78	6	-14	Y	N
23-3209-001-0270	7925 East Drive	N/A	RENE CARABALLO	11,200	0.26	Vacant	N/A	N/A	0	0	0	6	6	N/A	N/A
23-3209-001-0250	7923 East Drive	N/A	RENE CARABALLO	11,200	0.26	Vacant	N/A	N/A	0	0	0	6	6	N/A	N/A
23-3209-001-0650	7922 East Drive	N/A	MBM DEVELOPMENTS LLC	11,200	0.26	Vacant	N/A	N/A	0	0	0	6	6	N/A	N/A
23-3209-029-0001	7921 East Drive	Lido Condo	MULTIPLE	21,700	0.50	MFR	O	1959	20	2	40	20	0	N/A	N
23-3209-033-0001 (ref)	7920 East Drive	Belle Isle Condo	MULTIPLE	22,400	0.51	MFR	O	1958	24	2	47	21	-3	Y	N
23-3209-001-0151	7915 East Drive	7915 East Drive	C & D BAY VILLAGE LLC	33,600	0.77	MFR	R	1959	42	3	54	54	12	N/A	N
23-3209-034-0001 (ref)	7909-7911 East Drive	Harbor Condo	MULTIPLE	24,000	0.55	MFR	O	1951	30	2	54	23	-7	N/A	N
23-3209-001-0090	7905 East Drive	Royal Isle	ROYAL ISLE APARTMENTS L C	46,990	1.08	MFR	R	1964	44	3	41	76	32	N/A	N
								Totals	1,711			2,212	501		
												*2,252	*631		

* Maximum Potential Additional Units Available from NBV TDR Pool = 130

Lot size in red text = undersized parcel (i.e., does not meet standard minimum lot size of 27,000 square feet)

SUMMARY OF ANALYSIS (Cont'd)

- Variables difficult to factor in:
  - Potential lot assembly/redevelopment opportunities
  - Potential use of Planned Residential Overlay Zoning District option
  - Potential use of transfer of development rights option - up to 30% additional density on an individual parcel basis from the available pool of 130 transferrable within HI (NOTE: transfers do not change the overall island density)
- Cost of TDRs:
  - $65,000 per unit for a project comprised entirely of non-waterfront property
  - $75,000 for a project with any frontage on a water body

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SUMMARY OF ANALYSIS (Cont'd)

Other factors to consider:

1. On-street parking
   - West Drive: 245 spaces
   - East Drive: 210 spaces

   Total: 455 spaces

2. Parking management program:

Recent counts of vacant overnight spots:

Feb 28-Mar 1:

West Drive- 53

East Drive- 18

Mar 1-2:

West Drive- 56

East Drive- 25

March 3-4:

West Drive: 74

East Drive: 16

3. Roadway Capacity Analysis
   - Scope: West and East Drive (2-lane undivided local roadways) and 360 Condominium egress that connects Larry Paskow Way / Harbor Island Drive (2-lane divided local roadway)
   - No traffic counts or modeling were performed
   - Current and future (potential) maximum development calculated at 70 upa
   - Data sources: Florida Department of Transportation (FDOT) 2023 Multimodal Quality Level of Service Handbook, Generalized Service Volume Tables (GSVT; ITE Trip Generation Manual (11th Edition) and) and Context Classification Matrix (for C5 - Urban Center).

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SUMMARY OF ANALYSIS (Cont'd)

3. Roadway Capacity Analysis (cont'd) – Assumptions and considerations:
   A. Maximum build-out (regardless of individual site conditions).
   B. Up to 130 TDRs. For the purposes of the exercise, it was assumed that approximately 37 TDRs may go into future projects on West Drive, while up to 93 TDRs might be transferred onto projects on East Drive.
   C. Some figures decline because several sites are "overdeveloped" today, i.e., exceed maximum zoned density (legally nonconforming). If those sites ever redevelop, they must come into compliance with current regulations (therefore less units = less trips).
   D. No scenario was calculated for projects going through the Planned Residential Development (PRD) Overlay rezoning process.
   E. Change occurs incrementally and "future" timeframe could be 20 years or more.
   F. Other factors not considered that could yield different traffic generation counts.

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NOTE: SLIDE ADDED AFTER 3/13 WORKSHOP FOR CLARITY

USEFUL CONCEPTS

- West/East Drive - Local Roads: low-capacity roads which primarily serve as access roads to residences, businesses and other abutting properties.
- Harbor Island Drive - Collector Road: low-to-moderate-capacity road which serves to move traffic from local streets to arterial roads.
- Urban residential streets: Typically serve to provide access to single and multiple family residences in urban areas; drivers generally include only residents and their visitors; large trucks are rare; provide accessibility for fire trucks and school buses.
- Level of Service (LOS): defines how well vehicle traffic flows along a street or road. It is a qualitative measure (scale) used to describe not only operational conditions within a traffic stream, but also the perception by road users.

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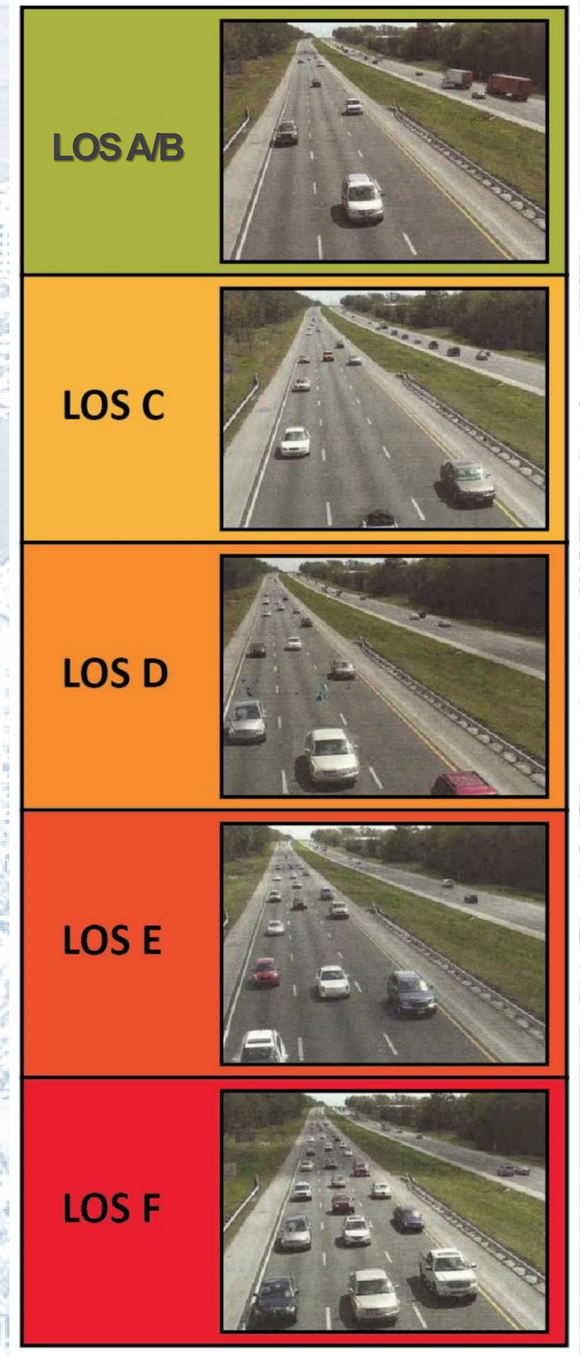
NOTE: SLIDE ADDED AFTER 3/13 WORKSHOP FOR CLARITY

LEVEL OF SERVICE (LOS)

LOS may be evaluated in terms such as speed and travel time, freedom to maneuver, traffic interruptions, comfort, convenience, geographic accessibility, and safety. There are six levels of service, which are given letter designations, from A to F, with level-of-service A representing the best operating condition, and level-of-service F the worst.



NOTE: SLIDE ADDED AFTER 3/13 WORKSHOP FOR CLARITY

MOST COMMON MISCONCEPTION ABOUT LOS

“The most common misconception about LOS is that the A through F categories are comparable to school letter grades.

For motorized vehicles, LOS A is most likely not a desirable goal from a transportation or societal perspective. LOS A in a peak travel hour could indicate inefficient use of limited funding. It is simply not cost-effective to design state roadways to operate at LOS A during the peak hour. Expanding the facility to accommodate LOS A also leaves the facility open to excessive speeds in the off-peak, which could create safety concerns.

LOS F represents a failing condition during the analysis period, but there are other factors to consider when LOS reaches this level. LOS F means either travel demand exceeds capacity during the analysis period and the roadway is operating in oversaturated conditions or that another undesirable condition exists.” **Source: FDOT 2023 Multimodal Quality/Level of Service Handbook**

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NOTE: SLIDE ADDED AFTER 3/13 WORKSHOP FOR CLARITY

FDOT CONTEXT CLASSIFICATION

<u>Designed primarily to classify state facilities so no perfect match.</u>

Best fit based on land use and other current characteristics: C5- Urban Center*

* Different choice = potentially different LOS



C1-Natural
Lands preserved in a natural or wilderness condition, including lands unsuitable for settlement due to natural conditions.

C2-Rural
Sparsely settled lands; may include agricultural land, grassland, woodland, and wetlands.

C2T-Rural Town
Small concentrations of developed areas immediately surrounded by rural and natural areas; includes many historic towns.

C3R-Suburban Residential
Mostly residential uses within large blocks and a disconnected or sparse roadway network.

C3C-Suburban Commercial
Mostly non-residential uses with large building footprints and large parking lots within large blocks and a disconnected or sparse roadway network.

C4-Urban General
Mix of uses set within small blocks with a well-connected roadway network. May extend long distances. The roadway network usually connects to residential neighborhoods immediately along the corridor or behind the uses fronting the roadway.

C5-Urban Center
Mix of uses set within small blocks with a well-connected roadway network. Typically concentrated around a few blocks and identified as part of a civic or economic center of a community, town, or city.

C6-Urban Core
Areas with the highest densities and building heights, and within FDOT classified Large Urbanized Areas (population greater than one million). Many are regional centers and destinations. Buildings have mixed uses, are built up to the roadway, and are within a well-connected roadway network.

CONTEXT CLASSIFICATION	ALLOWABLE DESIGN SPEED RANGE (MPH)	SIS MINIMUM (MPH)
C5 Urban Center	**25-35**	**35**

Urban Areas—A place with a population between 5,000 and 50,000.

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Level of Service (LOS) Calculation (Existing Condition)

Level of Service (LOS) Calculation								
Roadway	Lanes	Median	Exclusive Left / Right Turn	State Road	Capacity			
					AADT			
					Existing Volume	LOS	Capacity	Adjusted Capacity (See Notes)
West Drive	2	Undivided	No	No	5,235[1]	D	13,900	11,120
East Drive	2	Undivided	No	No	2,910[1]	D		11,120
Harbor Island Drive	2	Divided	Yes	No	9,785 [1,2]	D		13,135

Daily Trips

Roadway	Lanes	Median	Exclusive Left / Right Turn	State Road	Capacity			
					AM Peak Hour			
					Existing Volume	LOS	Capacity	Adjusted Capacity (See Notes)
West Drive	2	Undivided	No	No	385[1]	D	1,250	1,000
East Drive	2	Undivided	No	No	203[1]	D		1,000
Harbor Island Drive	2	Divided	Yes	No	681[1,2]	D		1,181

AM Peak Hour Trips

Roadway	Lanes	Median	Exclusive Left / Right Turn	State Road	Capacity			
					PM Peak Hour			
					Existing Volume	LOS	Capacity	Adjusted Capacity (See Notes)
West Drive	2	Undivided	No	No	437[1]	D	1,250	1,000
East Drive	2	Undivided	No	No	229[1]	D		1,000
Harbor Island Drive	2	Divided	Yes	No	776[1,2]	D		1,181

PM Peak Hour Trips

Level of Service (LOS) Calculation (Future Condition)

Level of Service (LOS) Calculation								
Roadway	Lanes	Median	Exclusive Left / Right Turn	State Road	Capacity for AADT			
					Future Volume	LOS	Capacity	Adjusted Capacity (See Notes)
West Drive	2	Undivided	No	No	6423[1]	D	13,900	11,120
East Drive	2	Undivided	No	No	6251[1]	D		11,120
Harbor Island Drive	2	Divided	Yes	No	14,856[1,2]	E		13,135

Daily Trips

Roadway	Lanes	Median	Exclusive Left / Right Turn	State Road	Capacity for AM Peak Hour			
					Future Volume	LOS	Capacity	Adjusted Capacity (See Notes)
West Drive	2	Undivided	No	No	492	D	1,250	1,000
East Drive	2	Undivided	No	No	507	D		1,000
Harbor Island Drive	2	Divided	Yes	No	1,123	D		1,181

AM Peak Hour Trips

Roadway	Lanes	Median	Exclusive Left / Right Turn	State Road	Capacity for PM Peak Hour			
					Future Volume	LOS	Capacity	Adjusted Capacity (See Notes)
West Drive	2	Undivided	No	No	534	D	1,250	1,000
East Drive	2	Undivided	No	No	499	D		1,000
Harbor Island Drive	2	Divided	Yes	No	1,181	D		1,181

PM Peak Hour Trips

Short stretch of Harbor Island Drive would be expected to carry all of the potential in and out trips for the entire Harbor Island roadway network at some point during the 24-hour period



Improvements planned by NBV and in coordination with FDOT

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DISCUSSION TOPICS

1. Permitted non-residential land uses
2. Parking requirements for multifamily residential
3. Planned Residential Development (PDR) Overlay
4. Transfer of development rights

Permitted non-residential land uses



PERMITTED USES (SEC. 8.10.D.2)

1. Multi-family residential dwellings, including duly licensed home occupation.
2. Management offices, but only if the structure contains eight (8) or more dwellings units or guest rooms.
3. Ancillary office retail and service commercial facilities, if the structure contains 100 or more dwelling units or guest rooms and subject to the following conditions:
   - Access to such nonresidential facilities shall be only inside the building.
   - There shall be no external advertising signs, display windows or entrances, provided, however, that within a building containing 400 or more dwelling units, entrances, external signs and display windows are permitted if the signs do not face a public right-of-way and cannot be read from the public right-of-way, etc.



NON-RESIDENTIAL USES

COMPREHENSIVE PLAN – FUTURE LAND USE ELEMENT

Residential Land Use Category

> *"…and multi-family high density allowing up to 70 dwelling units per acre with ancillary commercial up to 0.5 FAR."*

NOTE 1: Floor area ratio for ancillary commercial cap is not in the base zoning regulations though FAR is used in the Planned Residential Development (PRD) Overlay (overall development FAR0

Direction from last meeting: Lower threshold of project size from 100 units to allow for non-residential uses

Option 1 - 50 units. This would impact approximately 13 sites (potential projects under current condition)

Option 2 – 20 units. This would impact approximately 27 sites (potential projects under current condition)

NOTE 2: Could allowing more mixed use require a Comprehensive Plan text amendment (future land use category)?

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NON-RESIDENTIAL USES

What uses might be acceptable/preferred?

Dining examples: Cafes, bistros… (what about delis? full restaurants? drinking establishments?)

Personal service examples: Hair/nail salon, barbershop, spa, pet grooming, dry cleaning (drop off and pickup only)…

Retail examples: Convenience stores, minimarkets… (what about drug stores? clothing boutiques? artisans?

Professional service examples – Accountant, lawyers, real estate, financial advisers, designers… What about medical offices? dentistry?

What about lodging – hotel use? (e.g., The Current at Extant)

Clarify what makes a use “complementary” / “ancillary” in nature and how can this be enforced

Consider impact of more nonresidential uses on parking and traffic (if attractive to those outside HI)

How much non-residential should be allowed on a project basis (%?)

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Parking requirements for multifamily residential



MINIMUM PARKING (SEC. 9.3.C.)

b. Multifamily in all areas except Treasure Island T6-24, t6-24MU and T6-30 transect zoned lots on the north and south side of Kennedy Causeway:

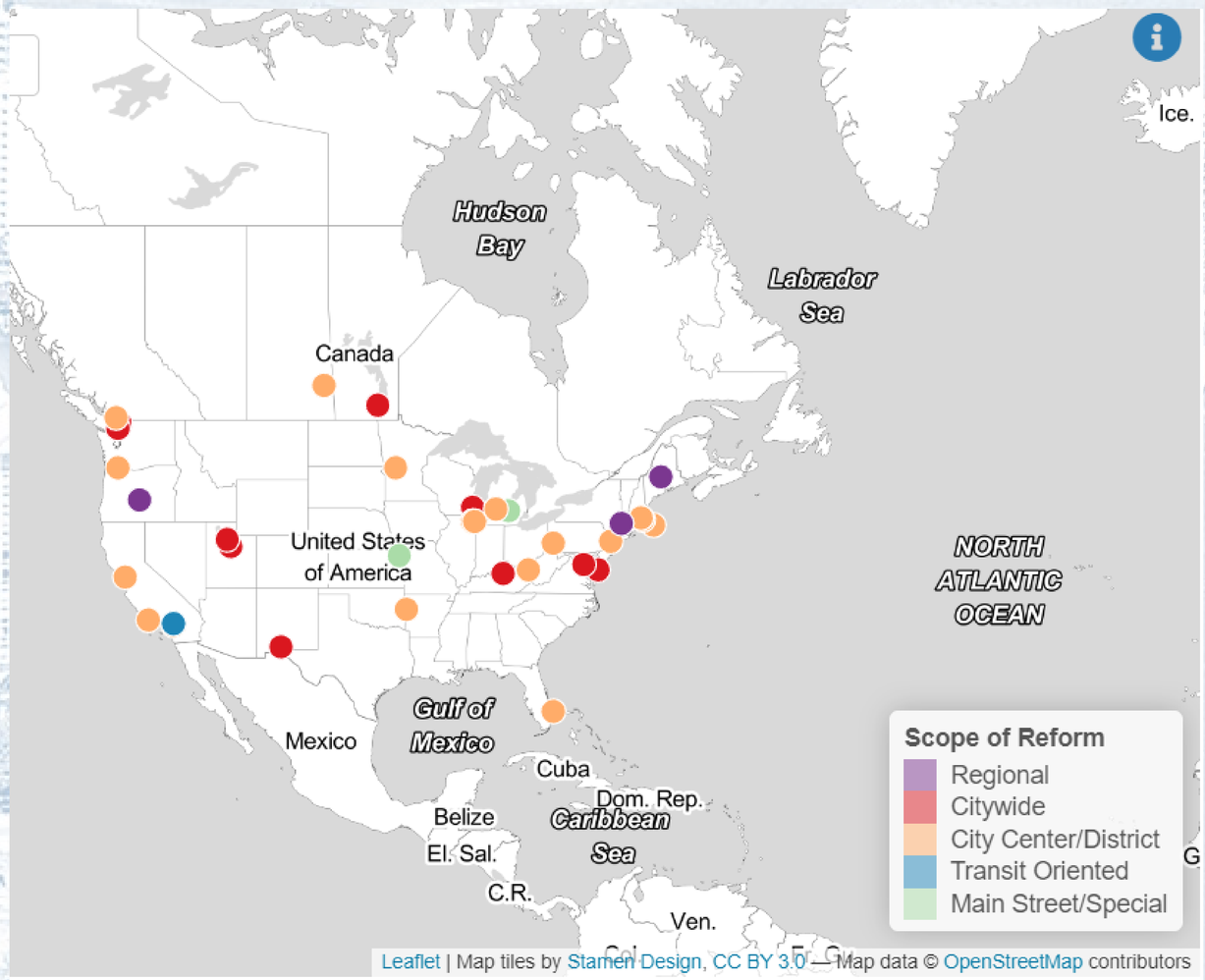
- One and one-half (1.5) space for each efficiency unit
- Two (2) parking spaces for one and two-bedroom units
- Three (3) parking spaces for three-bedroom units or larger and two-bedroom units, which contain an enclosed den or other space convertible to a bedroom
- An additional ten percent (10%) of the total number of required spaces for guest parking, which shall be identified as such.
- All of the required minimum number of parking spaces pursuant to these pro-visions, shall be conveyed for use by the developer to the condominium association, and then made available for use by the unit owners at no charge. Where spaces are indicated by a fraction, at least the whole number must be conveyed. This provision shall apply to development under the PRD Ordinance.

PARKING REQUIREMENT OPTIONS

Option 1 - Reduce ratios for MFR– e.g., Efficiencies and 1-brm units, 1 parking space minimum; 2-brm 1-1/2 spaces minimum; 3-brm 2 spaces minimum.

NOTE: Changes to this section impact RM-40 also.

Option 2 - Leave ratios for MFR as is and incentivize with reductions of a certain percentage of parking those who choose the supplemental measures (e.g., provision of additional public recreation space)



https://parkingreform.org/resources/mandates-map/

PARKING REQUIREMENT OPTIONS

Option 3 - Eliminate requirement altogether and let the market dictate

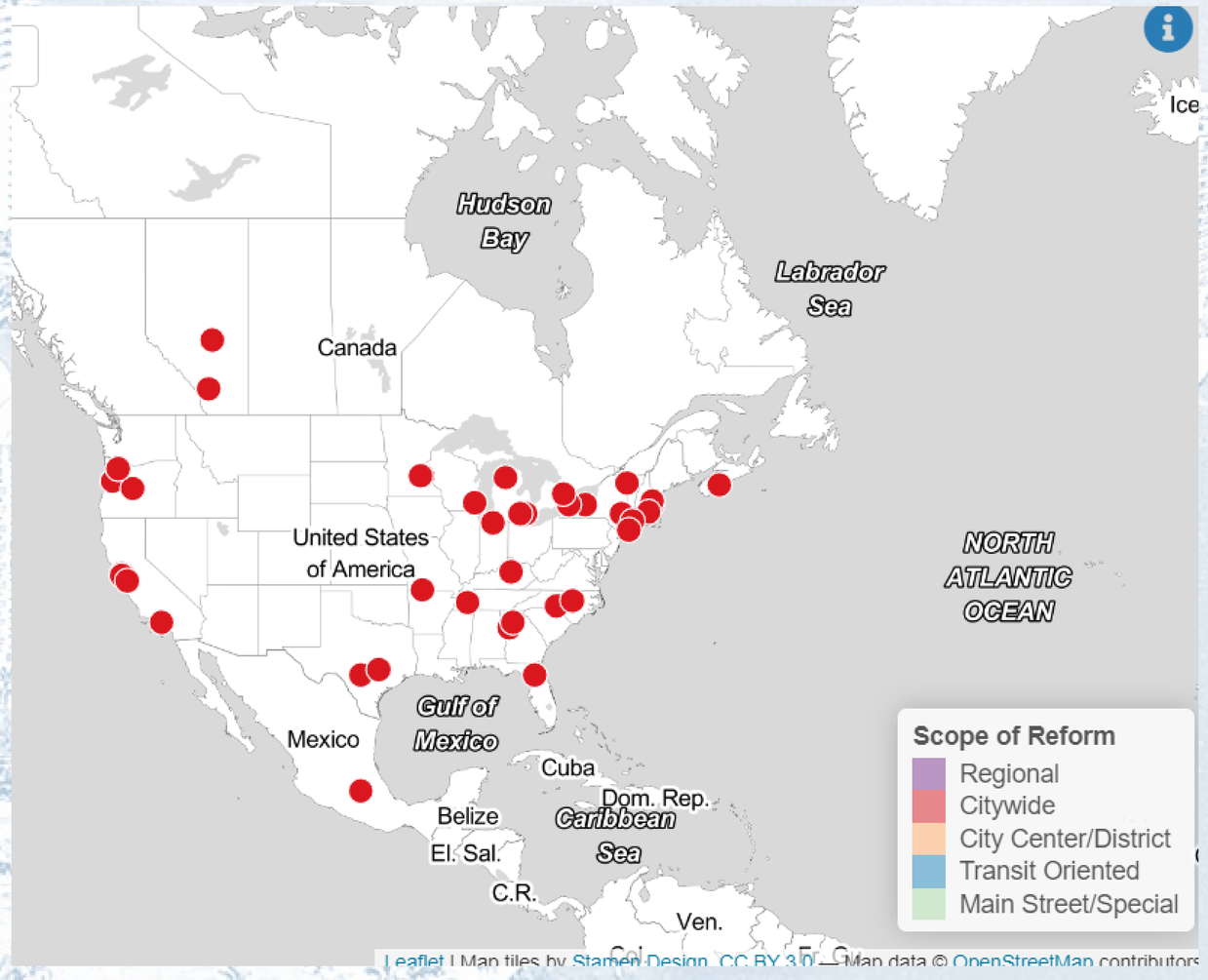
NOTE 1: Could supplement elimination of minimums with introduction of maximums

NOTE 2: Supplement parking reduction or elimination measures with other solutions (improve walking and biking infrastructure, provide transit options and other mobility options, improve safety, etc.)

Reading Resources:

Strong Towns
https://www.strongtowns.org/journal/2021/11/22/announcing-a-new-and-improved-map-of-cities-that-have-removed-parking-minimums

Donald Shoup https://www.shoupdogg.com/reforms/



https://parkingreform.org/resources/mandates-map/

Alternative Regulations for Undersized Parcels and Planned Residential Development (PRD) Overlay Zoning District



DENSITY (SEC. 8.10.D.4.c., as amended)

Maximum density.

Pursuant to the Village's Comprehensive Plan, the maximum base density permitted in RM-70 properties shall be seventy (70) units to the acre, except for properties receiving transferred development rights pursuant to Section 8.13, which shall be permitted to exceed the maximum base density by no more than thirty percent (30%). Receiver sites may be developed as otherwise permitted by this Unified Land Development Code, as may be amended from time to time, in combination with the development rights available to the site, provided that the overall density is consistent with, and does not exceed, the overall density allowable by the Village's Comprehensive Plan.

SITE DEVELOPMENT STANDARDS (SEC. 8.10.D.4)

Minimum lot size:

Area—27,000 square feet

Frontage—75 feet

BUT if the lot is *undersized* (i.e., below 27,000 square feet in size), Sec. 8.10.D.6, Special exceptions for certain undersized parcels, apply (see Slide 30).

ALTERNATIVE REGULATIONS
Undersized Parcels (Sec. 8.10.D.6.)

Minimum lot size: 10,800 square feet

NOTE: No individual parcel on HI appears to be less than 11,200 sf

Frontage: 30 feet

Density: If the lot is 10,800 square feet, a maximum of six (6) units; but on lots which exceed 10,800 square feet or 30 feet in frontage, one (1) additional unit for each whole 750 square feet of land area in excess of the minimum required lot area or frontage.

Max building height: three (3) stories or 36 feet above code-approved grade, whichever is less; but on lots larger than 10,800 square feet or 30 feet in frontage, one (1) floor for each whole 1,750 square feet of land area in excess of the minimum required lot area, not to exceed six (6) stories or 72 feet above code approved grade, whichever is less…



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ALTERNATIVE REGULATIONS (Cont'd)
Planned Residential Development (Sec. 8.10.D.7.)

PRD is an Overlay Zoning District (est. 2001). It provides certain degree of flexibility to support innovative approaches to planning and designing of multifamily residential "community environments."

Approved only after public hearings.

Requires a minimum of one legally platted lot for the construction of no less than ten (10) residential units and twenty (20) off-street parking spaces, or two (2), but not more than three (3), platted lots contiguous, as of the effective date of this section [Jan. 22, 2002].

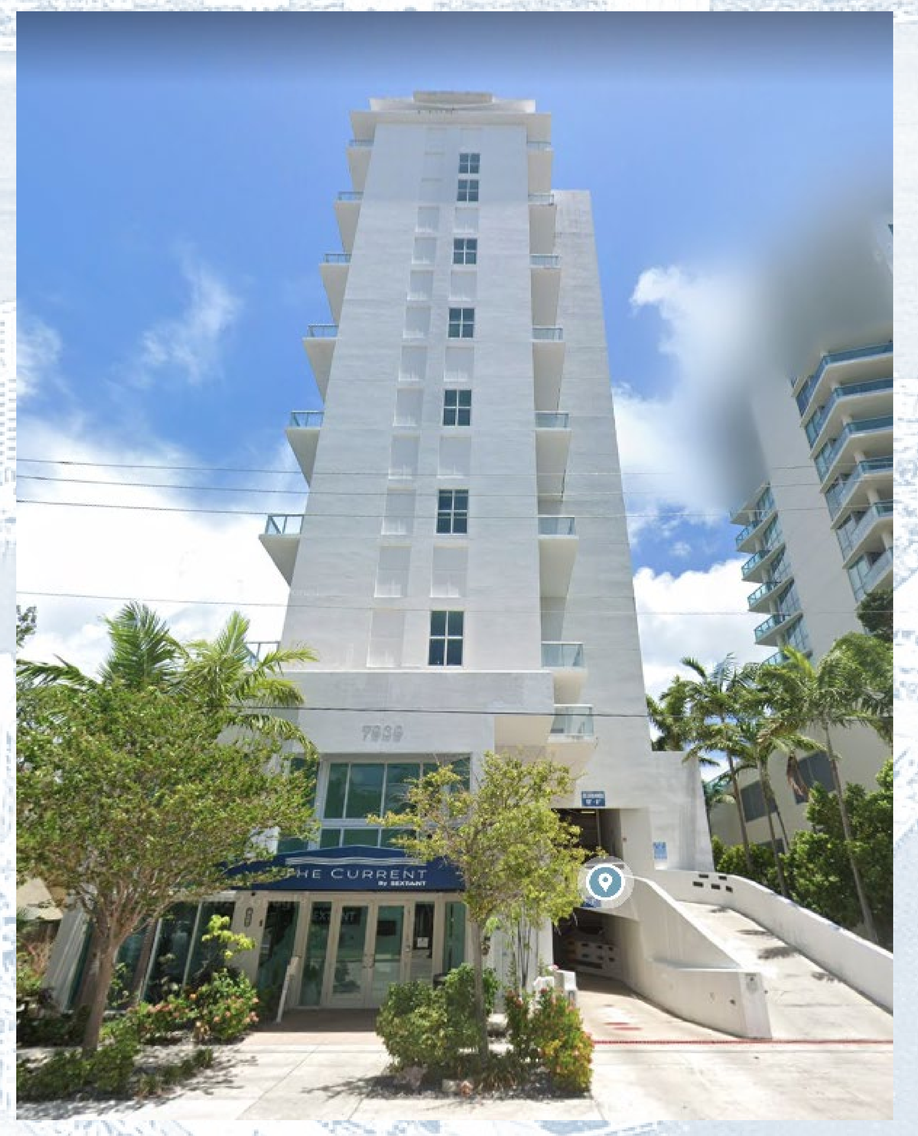
Floor area ratio (FAR): No structure shall contain a FAR of greater than 3.0 for one (1) lot; 3.75 for two (2) lots; and 4.00 for three (3) lots, and no more than one-half (1/2) of a floor area used for amenities can be allocated for dwelling units. NOTE: Comprehensive Plan states that max FAR for non-residential uses in residential high density is 0.5 FAR.

Building height: 170 feet above BFE, all inclusive

Setbacks: Smaller setback requirements for projects with pedestal and tower design only; stepback for tower; "flex setback" provisions to accommodate creative configurations and design solutions.

Special features and requirements: Parking, landscape, design features such as balconies.





7941 East Drive	Mon Plaisir	ROBMAR MIAMI LLC	11,200	0.26	MFR	R	1953	4	2	16	6
7939 East Drive	The Current by Extant	NBV TOWER LLC	11,200	0.26	MFR	R	2008	16	15	62	6

ALTERNATIVE REGULATIONS (Cont'd)
Planned Residential Development (Sec. 8.10.D.7.)

Items not referenced = unclear applicability

- Density (though development must be found consistent with Comprehensive Plan)
- Density and height bonuses
- TDRs (consider how these provisions square with density and intensity caps)
- Public boardwalk

Conclusions:

- PRD is meant to provide planning flexibility for better development outcomes but in some ways, it is stricter than base zoning making it less attractive as an option
- There are a number of areas of ambiguity in the PRD provisions, making it difficult to administer
- PRD could help parcels less than minimum lot size circumvent Undersized Parcels limitations, thereby increasing the number of units in Harbor Island

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PRD POTENTIAL OPTIONS

Option 1 – If goal is to increase flexibility to get better design outcomes overall, strengthen benefits of PRD / clarify applicability of other incentives and requirements

Clarify density cap (same as base), review/revisit FARs; consider adding TDR/height bonus options; add public boardwalk requirement. Or leave FARs as is but increase the density cap (make sure TDRs are possible under this option?)

Option 2 – If goal is to limit development of Harbor Island, constrain applicability of PRD

1. Limit or preclude use of PRD to undersized parcels
2. Eliminate PRD Overlay altogether
3. Eliminate or revise limitations on undersized parcels

Transfer of Development Rights



TRANSFER OF DEVELOPMENT RIGHTS (SEC. 8.13, as amended)

Properties in the RM-70 district may request to purchase additional dwelling units, allowing for increased density and height from North Bay Village 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. 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. Approval of Transfer of Density Rights and Additional Building Height.

Requests for transferred density 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 UDLC. The resulting density 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 building height at a site plan review upon a finding that the additional building height is necessary to reduce the building bulk and tower floor plate to the minimum practicable area

REMAINING TRANSFERRABLE DEVELOPMENT RIGHTS

Any and all Village-owned property shall be considered as an eligible TDR sending or donor site…

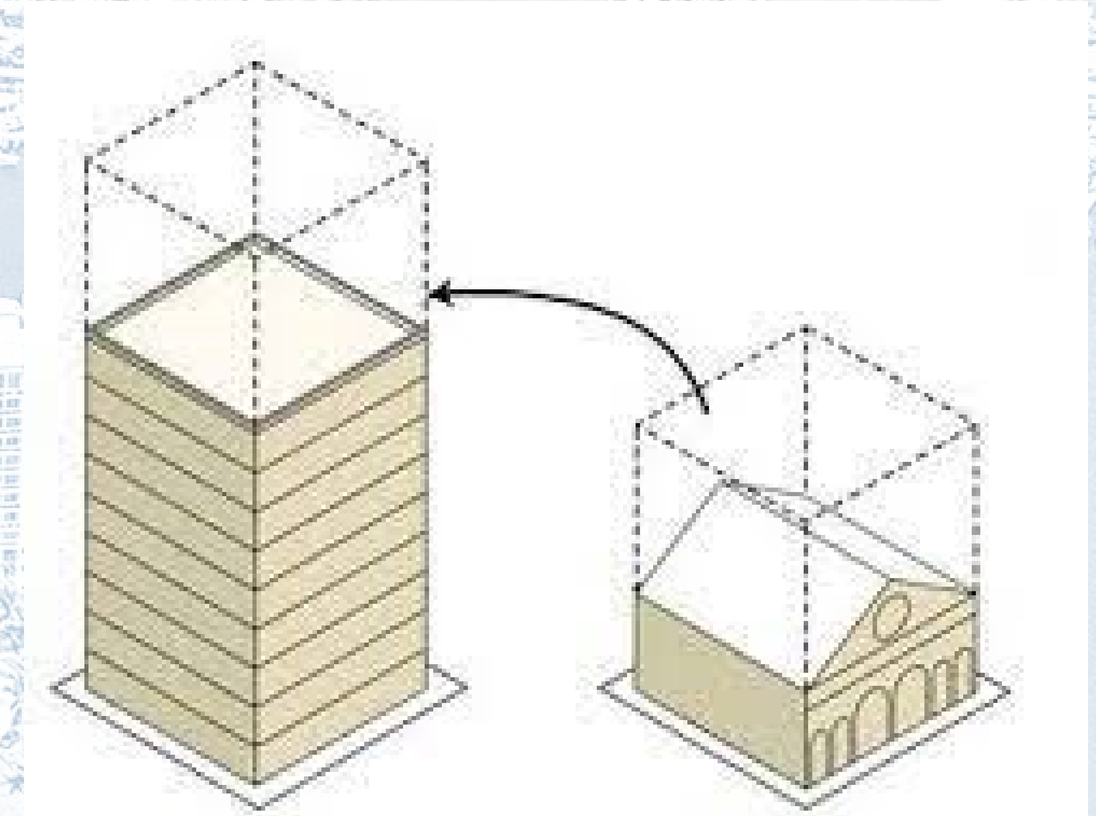
Village-Owned Property with MFR development Rights	Area (square feet and acres)	Current Future Land Use Designation	Current Zoning	Zoned Residential Density	Previous Transfers?	Maximum Allocated Density @ 70 units/acre	Remaining TDRS
Former Village Hall Site (East Drive Park)	32,169 sf 0.738 ac	Public Buildings and Grounds	Commercial	70 du/ac	Yes**	51.7 units	51.7
Vogel Park	22,400 sf 0.514 ac	Recreational	RM-70	70 du/ac	Yes*	35.9	27.4
Galleon Street property	48,000 sf 1.10 ac	Public Buildings and Grounds + Recreational	RM-40	40 du/ac	No	44.2	44.2 but not eligible to transfer to HI
Sakura Property	31,734 sf 0.728 ac	Commercial	T6-24MU	70 du/ac (base)	Yes**	50.9 units	50.9
					TOTAL REMAINING POOL		**174.2 but only 130 eligible to transfer to or within HI**

TRANSFER OF DEVELOPMENT RIGHTS OPTIONS

Option 1 – Make undersized parcels eligible receiving sites for TDRs up to the maximum base zoning density (i.e., 70 upa)

Option 2 - Amend the code further to limit TDRs transferrable within HI to those of property zoned RM-70 / Encourage or incentivize TDRs to be transferred outside of Harbor Island.

NOTE 2: Where could the remaining TDRs be sold? Treasure Island – potential limited market. Could RM-40 become eligible to receive TDRs?



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Next Steps

- Process input received today
- Refine regulatory responses
- Initial draft of potential amendments
- Schedule follow-up session to review and discuss initial proposal of potential amendments (TENTATIVELY March 27, 2023)
- Refine proposed amendments for PZB review (TENTATIVELY April 19, 2023)

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Thank you for participating!

Q&A

March 13, 2023



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Existing Conditions – West Drive

1. Daily Trips - In/Out/Total: 2619/2616/5235
2. Peak Trips

AM peak (all uses) In/Out/Total: 107/278/385

PM peak (all uses) In/Out/Total: 260/177/437

Existing Conditions – East Drive

1. Daily Trips - In/Out/Total: 1455/1455/2910
2. Peak Trips

AM peak (all uses) In/Out/Total: 49/154/203

PM peak (all uses) In/Out/Total: 142/87/229

North Bay Village
HEART OF THE BAY

Future Conditions – West Drive

1. Daily Trips - In/Out/Total: 3213/3210/6423
2. Peak Trips

AM peak (all uses) In/Out/Total: 132/360/492

PM peak (all uses) In/Out/Total: 320/214/534

Future Conditions – East Drive

1. Daily Trips - In/Out/Total: 3216/3125/6251
2. Peak Trips

AM peak (all uses) In/Out/Total: 119/388/507

PM peak (all uses) In/Out/Total: 307/192/499

North Bay Village
HEART OF THE BAY

Existing Conditions – HI Drive/360 Condo

1. Daily Trips - In/Out/Total: 820/820/1640
2. Peak Trips

AM peak (all uses) In/Out/Total: 24/69/93

PM peak (all uses) In/Out/Total: 68/42/110

Future Conditions – HI Drive/360 Condo

1. Daily Trips - In/Out/Total: 1091/1091/2182
2. Peak Trips

AM peak (all uses) In/Out/Total: 32/92/124

PM peak (all uses) In/Out/Total: 92/56/148

Zoning Code Update for High-Density Multifamily Buildings in Harbor & Treasure Islands

REVIEW SESSION

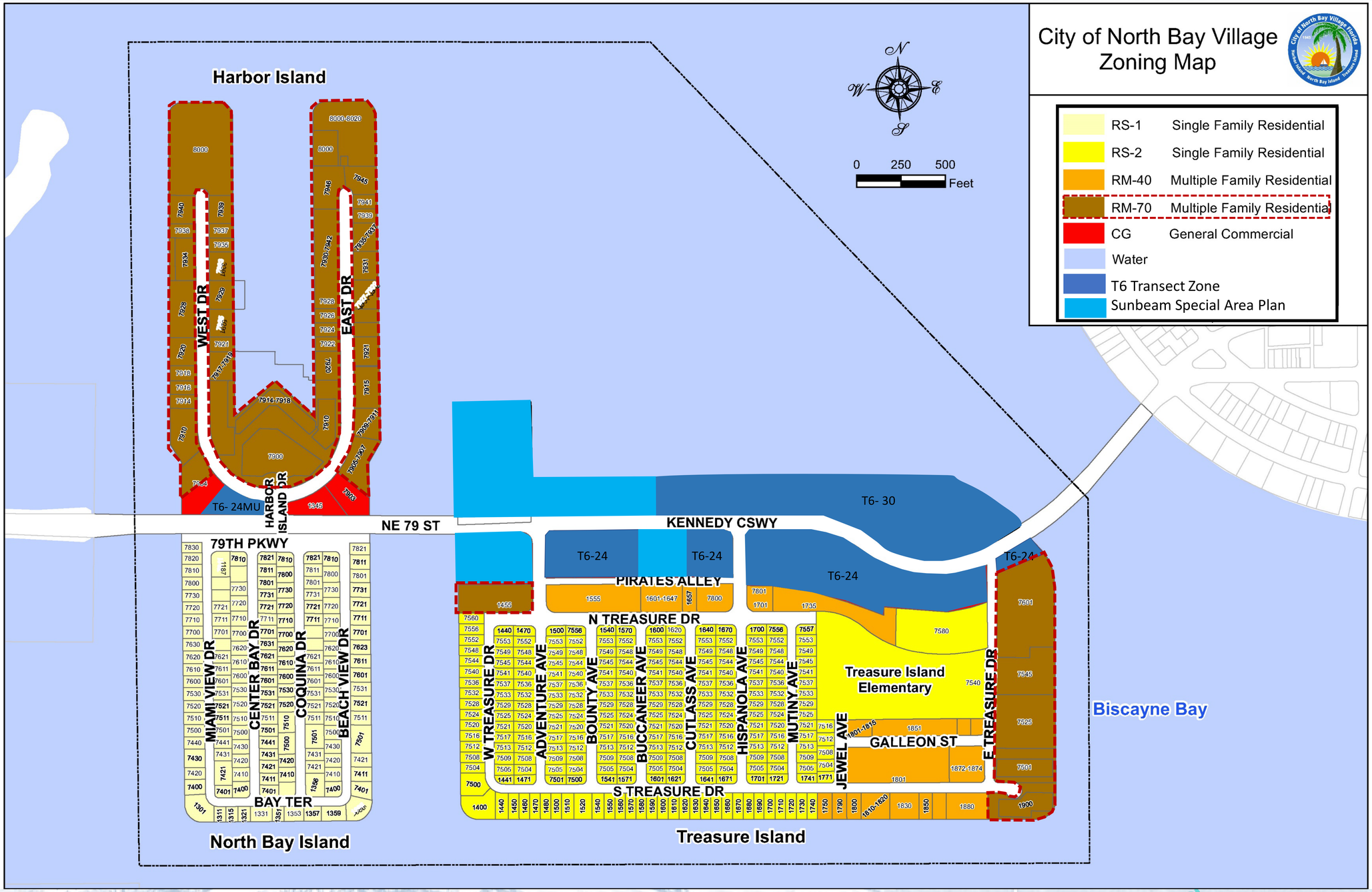
March 27, 2023



AGENDA

1. Intro / Recap
2. Review of Preliminary Proposal
3. Public Comment / Q&A
4. Next Steps

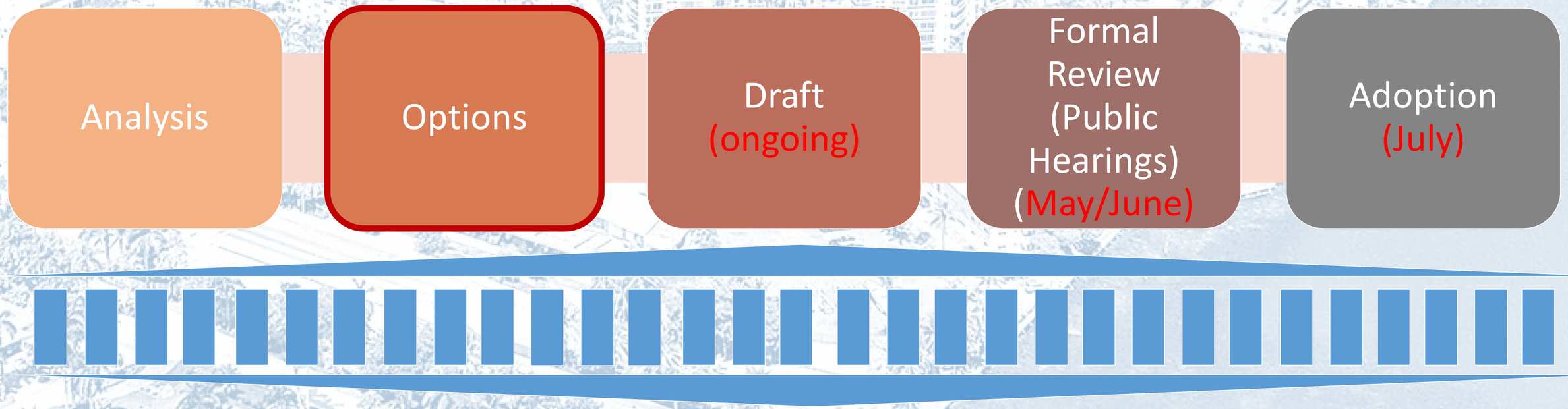
FOCUS: RM-70 ZONING DISTRICT



PURPOSE OF PROCESS

To ensure that the RM-70 zoning district helps meet our long-term vision and goals, as expressed in the Comprehensive Plan and the NBV100 Master Plan (livability, resilience, prosperity), and that the character of future high-density development enhances our multifamily residential neighborhoods.

STEPS



KEY TAKEAWAYS FROM PRIOR MEETING

- Agreement on establishing maximum parking requirements
- Open to consider:
  (a) integrating certain flexibilities of PRD into base zoning;
  (b) improving development options for undersized parcels;
  (c) eliminating PRD as an option for undersized parcels (and possibly eliminating entirely if (a) and (b) are achieved)
- No agreement on nonresidential uses.
  - Internal capture of vehicle trips = 👍
  - Potential attraction of external trips = 👎

North Bay Village
HEART OF THE BAY

MEETING GOALS AND DESIRED OUTCOMES

- Present preliminary draft of proposed amendments
- Receive feedback from residents, landowners and other stakeholders
- Process feedback as a basis for additional refinements

North Bay Village
HEART OF THE BAY

SUMMARY OF ANALYSIS

- Existing units: 1,711
- Density range: 23 upa (Chateau Isle) to 126 upa (Bayshore)
- Average density: 43 upa
- Building age range: 0 (new constr.) to 76 years
- Building age average: 50 years
- Tenancy: 68% ownership (condos) v. 32% rental
- Building height range: 2 to 21 stories (new constr.)
- Building height average: 6 stories
- Undersized parcels: 51%
- Vacant acreage: 2.55 acres
- **Potential add'l units @70 upa (base density): 501**
- **Potential max add'l units from TDR transfers: 130**
- **Total potential max add'l units: 631***

* Approx. 255 of which are "unused" density units at Moda (30), 360 Condo (144) and Eloquence (81)

SUMMARY OF ANALYSIS (Cont'd)

3. Roadway Capacity Analysis (cont'd) – Assumptions and considerations:
   A. Maximum build-out (regardless of individual site conditions). Additional scenario completed: build-out less Moda, 360 and Eloquence redevelopment
   B. Up to 130 TDRs. For the purposes of the exercise, it was assumed that approximately 37 TDRs may go into future projects on West Drive, while up to 93 TDRs might be transferred onto projects on East Drive.
   C. Some figures decline in max build-out scenario because several sites are "overdeveloped" today, i.e., exceed maximum zoned density (legally nonconforming). If those sites ever redevelop, they must come into compliance with current regulations (therefore less units = less trips).
   D. No scenario was calculated for projects going through the Planned Residential Development (PRD) Overlay rezoning process.
   E. Change occurs incrementally and "future" timeframe could be 20 years or more.

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USEFUL CONCEPTS

- East/West Drive - Local Roads: low-capacity roads which primarily serve as access roads to residences, businesses and other abutting properties.
- Larry Pascow Way/Harbor Island Drive - Collector Road: low-to-moderate-capacity road which serves to move traffic from local streets to arterial roads.
- Urban Residential Streets: Typically serve to provide access to single and multiple family residences in urban areas; drivers generally include only residents and their visitors; large trucks are rare; provide accessibility for fire trucks and school buses. ALL ROADS IN HARBOR ISLAND ARE URBAN RESIDENTIAL STREETS
- Level of Service (LOS): defines how well vehicle traffic flows along a street or road. It is a qualitative measure (scale) used to describe not only operational conditions within a traffic stream, but also the perception by road users. LOS standards vary by facility type (i.e., local v. collector v. arterial, etc.).

North Bay Village
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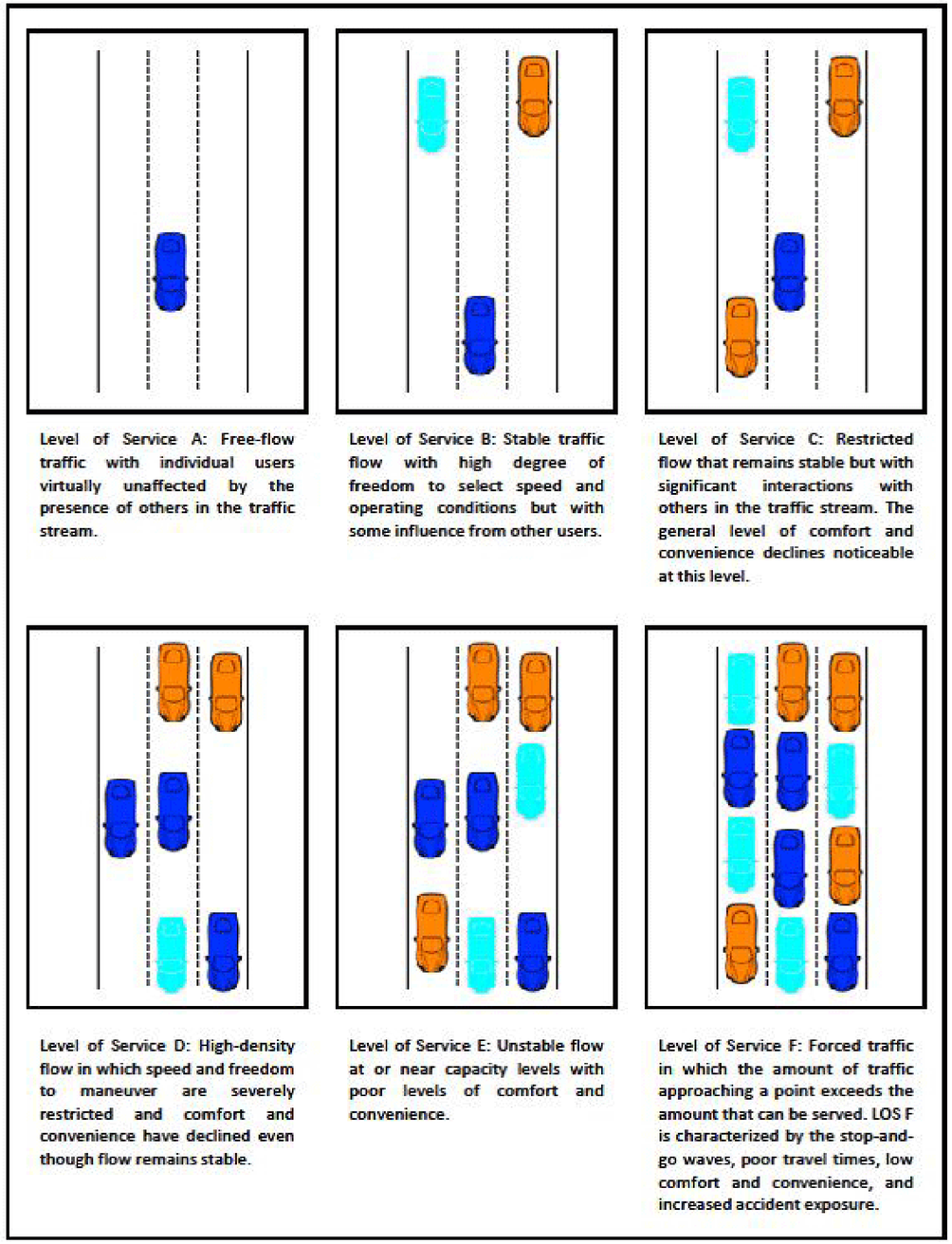
LEVEL OF SERVICE (LOS)

There are six levels of service, which are given letter designations, from A to F, with level-of-service A representing the best operating condition, and level-of-service F the worst. However, LOS may be evaluated in different terms such as speed and travel time, freedom to maneuver, traffic interruptions, comfort, convenience, geographic accessibility, and safety.



Level of Service A: Free-flow traffic with individual users virtually unaffected by the presence of others in the traffic stream.

Level of Service B: Stable traffic flow with high degree of freedom to select speed and operating conditions but with some influence from other users.

Level of Service C: Restricted flow that remains stable but with significant interactions with others in the traffic stream. The general level of comfort and convenience declines noticeable at this level.

Level of Service D: High-density flow in which speed and freedom to maneuver are severely restricted and comfort and convenience have declined even though flow remains stable.

Level of Service E: Unstable flow at or near capacity levels with poor levels of comfort and convenience.

Level of Service F: Forced traffic in which the amount of traffic approaching a point exceeds the amount that can be served. LOS F is characterized by the stop-and-go waves, poor travel times, low comfort and convenience, and increased accident exposure.

North Bay Village
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MOST COMMON MISCONCEPTION ABOUT LOS

“The most common misconception about LOS is that the A through F categories are comparable to school letter grades.

For motorized vehicles, LOS A is most likely not a desirable goal from a transportation or societal perspective….Improving [a roadway facility] to accommodate LOS A leaves the facility open to excessive speeds in the off-peak, which could create safety concerns.”

Source: FDOT 2023 Multimodal Quality/Level of Service Handbook

This is especially true for urban and/or residential streets. LOS D is widely considered an acceptable condition, and this threshold is often used as a design condition in urbanized areas.

North Bay Village
HEART OF THE BAY

FDOT CONTEXT CLASSIFICATION

No perfect match

Best fit based on details of land use and other characteristics: C5- Urban Center*

* Different choice = potentially different LOS



C1-Natural
Lands preserved in a natural or wilderness condition, including lands unsuitable for settlement due to natural conditions.

C2-Rural
Sparsely settled lands; may include agricultural land, grassland, woodland, and wetlands.

C2T-Rural Town
Small concentrations of developed areas immediately surrounded by rural and natural areas; includes many historic towns.

C3R-Suburban Residential
Mostly residential uses within large blocks and a disconnected or sparse roadway network.

C3C-Suburban Commercial
Mostly non-residential uses with large building footprints and large parking lots within large blocks and a disconnected or sparse roadway network.

C4-Urban General
Mix of uses set within small blocks with a well-connected roadway network. May extend long distances. The roadway network usually connects to residential neighborhoods immediately along the corridor or behind the uses fronting the roadway.

C5-Urban Center
Mix of uses set within small blocks with a well-connected roadway network. Typically concentrated around a few blocks and identified as part of a civic or economic center of a community, town, or city.

C6-Urban Core
Areas with the highest densities and building heights, and within FDOT classified Large Urbanized Areas (population greater than one million). Many are regional centers and destinations. Buildings have mixed uses, are built up to the roadway, and are within a well-connected roadway network.

CONTEXT CLASSIFICATION	ALLOWABLE DESIGN SPEED RANGE (MPH)	SIS MINIMUM (MPH)
C5 Urban Center	**25-35**	**35**

Urban Areas—A place with a population between 5,000 and 50,000.

North Bay Village
HEART OF THE BAY

Short stretch of Larry Pascow Way and Harbor Island Drive would be expected to carry all of the potential in and out trips for the entire Harbor Island roadway network *at some point* during the 24-hour period



Improvements planned by NBV and in coordination with FDOT

North Bay Village
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POTENTIAL AMENDMENTS: ULDC SECTIONS IMPACTED

- Section 8.10.D – RM-70 High Density Multiple Family Residential District, including standards for undersized parcels and PRD
- Section 8.13 - Transfer of Density Rights (TDR) Program
- Section 8.14 – Shoreline Accessibility
- Section 8.16 – Supplemental Use Regulations (Accessory Uses)
- Section 8.17 – Supplemental Development Standards (Island Walk Standards)
- Section 9.3 – Off-street parking requirements (Required Parking and Mechanical Parking Systems)
- Chapter 3 – Definitions
- POTENTIAL ADDITIONAL SECTION REVISIONS:
  - 8.17 - Height Exceptions (clarifications for rooftop amenities in RM-70)
  - 9.4 – Off-street loading and unloading requirements (clarification of standards)

North Bay Village
HEART OF THE BAY

SECTIONS/ITEMS WITH SIGNIFICANT CHANGES

- District purpose (NBV100)
- Distinction between Principal v. Accessory Uses (definitions)
- Updated Setbacks
- Greater Pervious Area
- Smaller Min. Unit Sizes
- Additional/updated Required Features
- Improved Standards for Undersized Parcels
- Elimination of PRD
- Replacement of min parking with max parking
- Expanded mechanical parking section into “Space-efficient parking”

ITEMS WITH NO CHANGES

- Standard Minimum Lot Site and Frontage
- Density
- Max Building Height
- Building Height Bonus

Review of Draft Potential Changes (off PowerPoint)



Next Steps

- Process input received today to refine draft amendments
- ADDED: Joint Workshop PZB and Commission – April 24
- PZB review - ~~April 19, 2023~~ May 17
- 1st reading – ~~May~~ June 13



Thank you for participating!

Q&A

March 27, 2023

Zoning Code Update for High-Density Multifamily Buildings in Harbor & Treasure Islands

JOINT PZAB/COMMISSION REVIEW SESSION

May 17, 2023

AGENDA

Review and Direction of Proposed Zoning Code Update for RM-70 Zoning District:

a. Introduction
b. Overview of Background Data and Analysis
c. Review of Preliminary Changes Proposed
d. Discussion/Q&A

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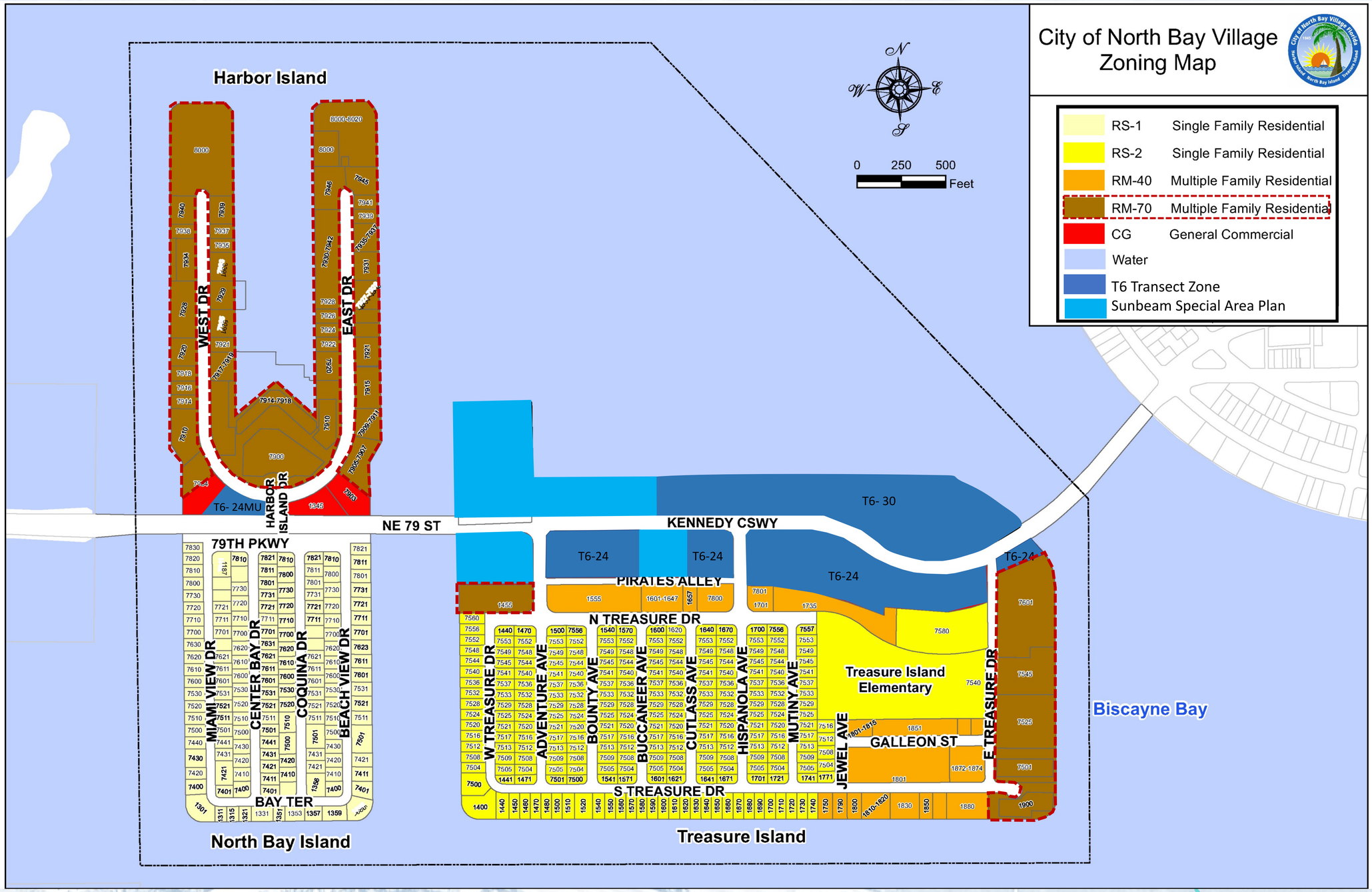
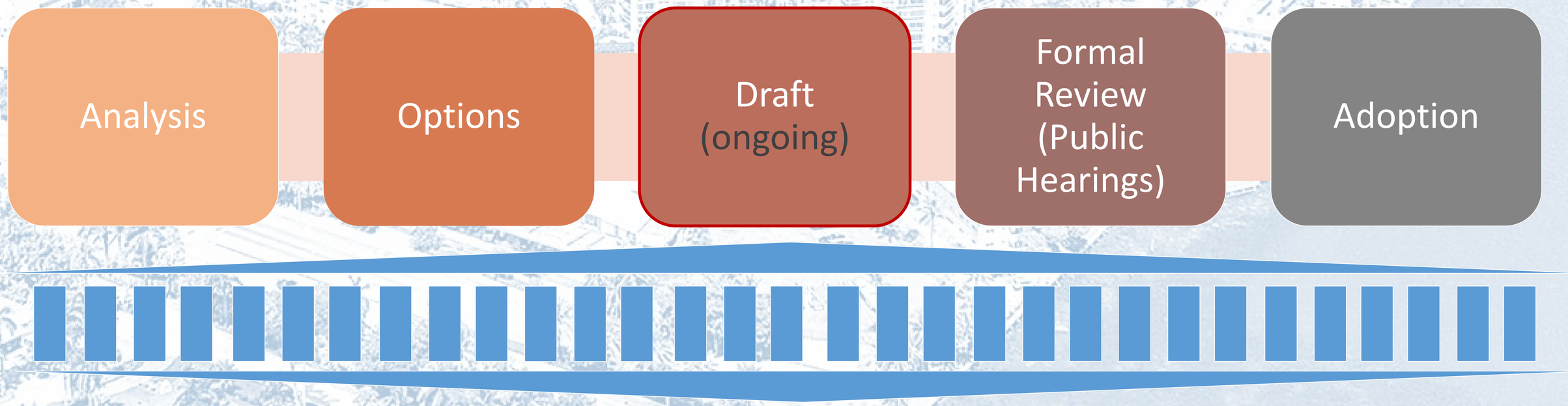
FOCUS: RM-70 ZONING DISTRICT



PURPOSE OF PROCESS

To ensure that the RM-70 zoning district helps meet our long-term vision and goals, as expressed in the Comprehensive Plan and the NBV100 Master Plan (livability, resilience, prosperity), and that the character of future high-density development enhances our multifamily residential neighborhoods.

STEPS



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PUBLIC ENGAGEMENT

- Listening Session: January 17, 2023
- Options Discussion Session: March 13, 2023
- Concepts Review Session: March 27, 2023



MEETING GOALS AND DESIRED OUTCOMES

- Present working amendment concepts (focus on contested/unresolved issues)
- Obtain feedback and direction from PZAB and Village Commission as a basis for drafting amendment ordinance

North Bay Village
HEART OF THE BAY

SUMMARY OF EXISTING CONDITIONS

- Existing units: +/-1,711
- Density range: 23 upa (Chateau Isle) to 126 upa (Bayshore)
- Average density: 43 upa
- Building age range: 0 (new constr.) to 76 years
- Building age average: 50 years
- Tenure: 68% condos v. 32% rental buildings
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* Approx. 255 of which are "unused" density units at Moda (30), 360 Condo (144) and Eloquence (81)

TYPES OF AMENDMENTS

- **Clean-up**
  - Relevance/ Obsolescence
  - Wording/grammar
  - Flow/organization
  - Interconnections/internal consistency
- **Substance**
  - Alignment with Comprehensive Plan
  - Alignment with NBV100
  - Modernization based on best practices
  - Community input/consensus on issues



POTENTIAL AMENDMENTS: ULDC SECTIONS IMPACTED

- Section 8.10.D – RM-70 High Density Multiple Family Residential District, including standards for undersized parcels and PRD
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North Bay Village
HEART OF THE BAY

SECTIONS/ITEMS WITH SUBSTANTIVE CHANGES

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ITEMS WITH NO CHANGES

- Standard Minimum Lot Site and Frontage
- Density
- Max Building Height
- Building Height Bonus

UNRESOLVED ISSUES FROM LATEST TOWN HALL MTG

- Nonresidential uses
  - Internal capture of vehicle trips = 👍
  - Potential attraction of external trips = 👎
- Undersized Parcels
  - Discourage redevelopment of existing buildings? (Preservation of structures and workforce/affordable units)

    OR
  - Allow redevelopment and increased density for only certain parcel sizes, only through TDR acquisition
- Elimination of PRD
  - Wholesale elimination along with improvement of base zoning regulations OR
  - Replacement with different overlay (SAP)
- TDRs
  - Maintain regs “as is” OR
  - Limit pool available for transfer within Harbor Island OR
  - See above Undersized Parcels
- Traffic Concern – Impact of future traffic generation (related to all of the above)

North Bay Village
HEART OF THE BAY

USEFUL CONCEPTS

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North Bay Village
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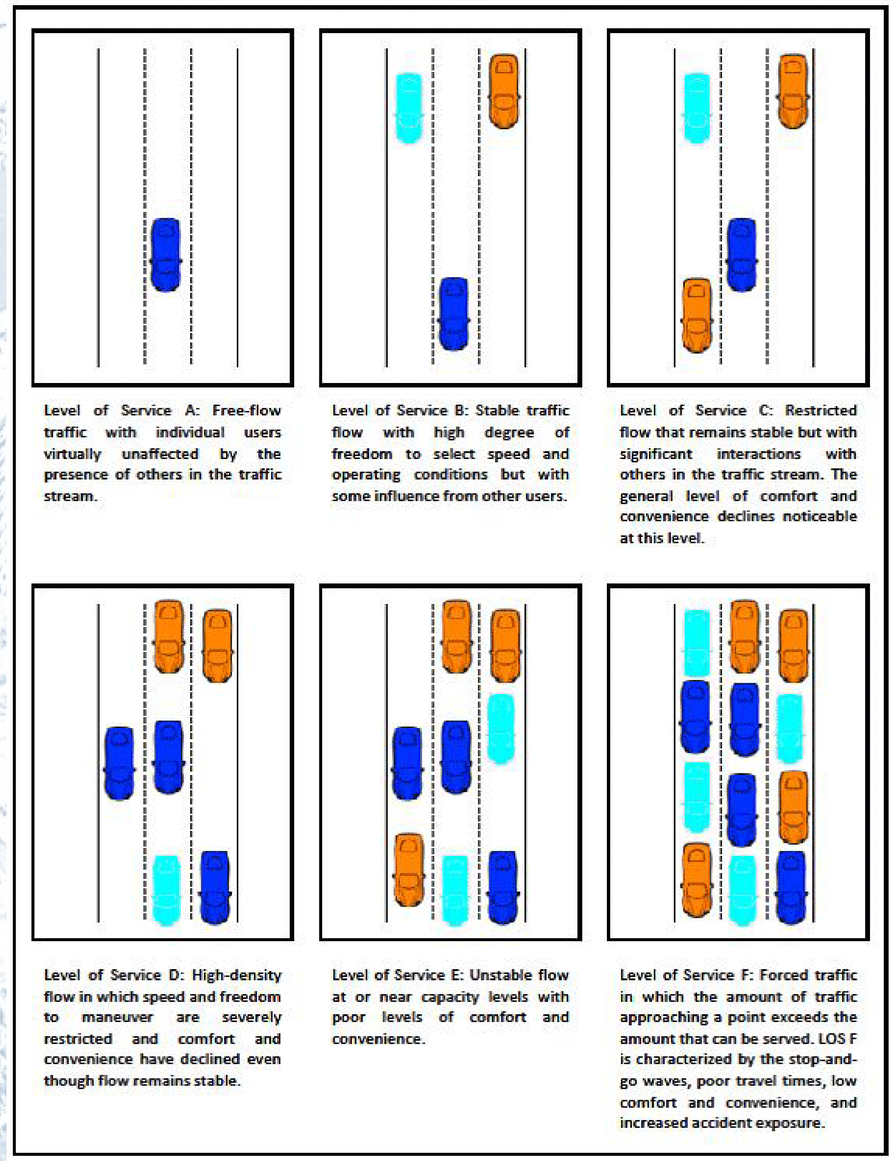

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North Bay Village
HEART OF THE BAY

ROADWAY CAPACITY ANALYSIS

Considerations:

- Current adopted LOS for local roads is C
- FDOT updates its LOS standards periodically.
- In January 2023, a new Multimodal Quality/Level of Service Handbook was issued
- No LOS B or C traffic volume numbers are provided in the new handbook for this type of road in this context classification
- CGA study conservatively utilizes the next available LOS volume (D), but the roadway likely operates at LOS B or C.

ROADWAY CAPACITY ANALYSIS

TABLE 1

Generalized Annual Average Daily Volumes for Florida's Urbanized Areas

January 2020

INTERRUPTED FLOW FACILITIES

STATE SIGNALIZED ARTERIALS

Class I (40 mph or higher posted speed limit)

Lanes	Median	B	C	D	E
2	Undivided	*	16,800	17,700	**
4	Divided	*	37,900	39,800	**
6	Divided	*	58,400	59,900	**
8	Divided	*	78,800	80,100	**

Class II (35 mph or slower posted speed limit)

Lanes	Median	B	C	D	E
2	Undivided	*	7,300	14,800	15,600
4	Divided	*	14,500	32,400	33,800
6	Divided	*	23,300	50,000	50,900
8	Divided	*	32,000	67,300	68,100

Non-State Signalized Roadway Adjustments
(Alter corresponding state volumes by the indicated percent.)
Non-State Signalized Roadways - 10%

Median & Turn Lane Adjustments

Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors
2	Divided	Yes	No	+5%
2	Undivided	No	No	-20%
Multi	Undivided	Yes	No	-5%
Multi	Undivided	No	No	-25%
–	–	–	Yes	+ 5%

One-Way Facility Adjustment
Multiply the corresponding two-directional volumes in this table by 0.6

UNINTERRUPTED FLOW FACILITIES

FREEWAYS

Core Urbanized

Lanes	B	C	D	E
4	47,600	66,400	83,200	87,300
6	70,100	97,800	123,600	131,200
8	92,200	128,900	164,200	174,700
10	115,300	158,900	203,600	218,600
12	136,500	192,400	246,200	272,900

Urbanized

Lanes	B	C	D	E
4	45,900	62,700	75,600	85,400
6	68,900	93,900	113,600	128,100
8	91,900	125,200	151,300	170,900
10	115,000	156,800	189,300	213,600

Freeway Adjustments

Auxiliary Lanes Present in Both Directions	Ramp Metering
+ 20,000	+ 5%

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Median	B	C	D	E
2	Undivided	11,700	18,000	24,200	32,600
4	Divided	36,300	52,600	66,200	75,300
6	Divided	54,600	78,800	99,400	113,100

Uninterrupted Flow Highway Adjustments

Lanes	Median	Exclusive left lanes	Adjustment factors
2	Divided	Yes	+5%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

2020

FDOT

C2T, C4, C5, & C6 Motor Vehicle Arterial Generalized Service Volume Tables


(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**


(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

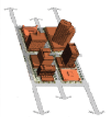
	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900


(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600


(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

2023

ROADWAY CAPACITY ANALYSIS (cont'd)

Considerations:

- Version 1: Maximum build-out (regardless of individual site conditions).
  - Some units numbers decline because several sites are "overdeveloped" today, i.e., exceed maximum zoned density (legally nonconforming). If those sites ever redevelop, they must come into compliance with current regulations (therefore less units = less trips).
- Version 2: Build-out minus Moda, 360 and Eloquence redevelopment
  - Both versions include up to 130 TDRs. For the purposes of the exercise, it was assumed that approximately 37 TDRs may go into future projects on West Drive, while up to 93 TDRs might be transferred onto projects on East Drive.
  - Both versions have a build-out horizon of 20+ years.
  - No Planned Residential Development (PRD) Overlay scenario.
  - No decreased parking scenario.

Short stretch of Larry Pascow Way and Harbor Island Drive would be expected to carry all of the potential in and out trips for the entire Harbor Island roadway network *at some point* during the 24-hour period



Improvements planned by NBV and in coordination with FDOT should take into consideration projected development

North Bay Village
HEART OF THE BAY

Next Steps

- Refinements/ordinance preparation/legal review
- PZB review – June 21
- 1st reading – July 11
- 2nd reading/adoption – Sept 12

Thank you for participating!

Q&A

March 27, 2023

RM-70 ZONING DISTRICT UPDATE

Preliminary Calculation of Existing Development and Maximum Capacity (by Zoning) - Harbor Island

UPDATED 3/13/2023

Folio(s)	Address	Project Name	Owner	Sq. Ft.	Acres	Current Use	Tenancy	Year Built	Existing Units	Height (stories)	As-Built Density (upa)	Total Max Units @70 upa *	Additional Unit Capacity @70 upa *	Legally non-conforming density?	Previously rezoned as PRD?	
WEST DRIVE																
23-3209-001-0040	8000 West Drive	Moda Apts	8000 WEST DRIVE GROUND OWNER LLC C/O SAFEHOLD INC	196,456	4.51	MFR	R	2015	285	8	63	315	30	N/A	N	
23-3209-022-0001 (ref)	7939-7941 West Drive	Chateau Isle	MULTIPLE	22,400	0.51	MFR	O	1956	12	3	23	21	9	N/A	N	
23-3209-001-0420	7938-7940 West Drive	N/A	7940 NBV PARTNERS LLC	33,600	0.77	Vacant	N/A	N/A	0	0	N/A	54	54	N/A	N/A	
23-3209-001-0500	7937 West Drive	West Bay Villas	JACOB WATERFRONT PROPERTIES LLC	11,200	0.26	MFR	R	1954	7	2	27	6	-1	N/A	N	
23-3209-038-0001 (ref)	7935 West Drive	West Bay Condo	MULTIPLE	11,200	0.26	MFR	O	1956	6	2	23	6	0	Y	N	
23-3209-048-0001 (ref)	7934 West Drive	Space 01	MULTIPLE	33,600	0.77	MFR	O	2006	54	15	70	54	0	N/A	N	
23-3209-027-0001 (ref)	7933 West Drive	Magaluf Towers	MULTIPLE	22,400	0.51	MFR	O	1979	34	11	66	21	-13	Y	N	
23-3209-043-0001 (ref)	7929 West Drive	Blue Bay Tower Condo	MULTIPLE	22,400	0.51	MFR	O	2005	36	15	70	21	-15	N/A	?	
23-3209-036-0001 (ref)	7928 West Drive	Islander Club	MULTIPLE	44,800	1.03	MFR	O	1969	88	10	86	72	-16	Y	N	
23-3209-001-0620	7925 West Drive	7925 West Drive	VALLEYVIEW REIT LLC	22,400	0.51	MFR	R	1958	24	2	47	21	-3	N/A	N	
23-3209-001-0660	7921 West Drive	7921 West Drive	AZURE USA LLC	11,200	0.26	MFR	R	1947	10	2	39	6	-4	Y	N	
23-3209-001-0220	7920 West Drive	Vogel Park	NORTH BAY VILLAGE	22,400	0.51	Park	P	N/A	0	0	0	27.8**	35	N/A	N/A	
23-3209-001-0160	7918 West Drive	7918 West Drive	P&O PROPERTIES LLC	33,600	0.77	Under construction	O	2024	54	21	70	54	0	N/A	N/A	
23-3209-001-0680	7917 West Drive	7917 West Drive	CORAL USA LLC	22,400	0.51	MFR	R	1963	30	2	58	21	-9	Y	N	
23-3209-001-0013	7913 West Drive	Former Coletta lot	S2 NBV LLC	43,901	1.01	Vacant	N/A	N/A	0	0	0	71	71	N/A	N/A	
23-3209-001-0110	7910 West Drive	Harbor West Apts.	GATOR HARBOR WEST LTD	42,324	0.97	MFR	R	1958	44	3	45	68	24	N/A	N	
23-3209-026-0001 (ref)	7904 West Drive	Bayshore Yacht and Tennis Club	MULTIPLE	60,300	1.38	MFR	O	1963	174	12	126	97	-77	Y	?	
HARBOR ISLAND DRIVE																
23-3209-052-0001 (ref)	7900 Harbor Island Drive	360 Condominium (A, B and C)	MULTIPLE	298,480	6.85	MFR	O	2007	336	15 max	49	480	144	N/A	N	
EAST DRIVE																
23-3209-021-0001 (ref) 23-3209-001-0023 23-3209-001-0021	8000 East Drive	Biscayne Sea Club	MULTIPLE	133,619	3.07	MFR	O	1955	52	3	17	215	163	N/A	N	
23-3209-030-0001 (ref)	7946 East Drive	Majestic Isle Condo	MULTIPLE	40,000	0.92	MFR	O	1960	36	3	39	64	28	N/A	N	
23-3209-032-0001 (ref)	7945 East Drive	Bays Water Condo	MULTIPLE	28,800	0.66	MFR	O	1958	22	3	33	46	24	N/A	N	
23-3209-001-0430	7941 East Drive	Mon Plaisir	ROBMAR MIAMI LLC	11,200	0.26	MFR	R	1953	4	2	16	6	2	N/A	N	
23-3209-056-0001 (ref)	7939 East Drive	The Current by Extant	NBV TOWER LLC	11,200	0.26	MFR	R	2008	16	15	62	6	-10	N/A	?	
23-3209-059-0001 (ref)	7935 East Drive	Cielo on the Bay	MULTIPLE	22,400	0.51	MFR	O	2009	36	15	70	21	-15	N/A	?	
23-3209-001-0330	7931 East Drive	7931 East Drive	7927/7931 EAST DRIVE	22,400	0.51	MFR	R	1958	24	2	47	21	-3	Y	N	
23-3209-060-0001 (ref)	7928 East Drive	Eloquence on the Bay	PROPERTY HOLDINGS LLC	125,197	2.87	MFR	O	2009	120	17	42	201	81	N/A	N	
23-3209-001-0290	7927 East Drive	7927 East Drive	7927/7931 EAST DRIVE	22,400	0.51	MFR	R	1961	20	2	39	21	1	N/A	N	
23-3209-001-0610	7926 East Drive	Miami White House	7926 EAST LLC	11,200	0.26	MFR	R	1946	7	2	27	6	-1	Y	N	
23-3209-001-0630	7924 East Dirve	7924 East Drive	NORTH BAY INVESTORS INC	11,200	0.26	MFR	R	1968	20	5	78	6	-14	Y	N	
23-3209-001-0270	7925 East Drive	N/A	RENE CARABALLO	11,200	0.26	Vacant	N/A	N/A	0	0	0	6	6	N/A	N/A	
23-3209-001-0250	7923 East Drive	N/A	RENE CARABALLO	11,200	0.26	Vacant	N/A	N/A	0	0	0	6	6	N/A	N/A	
23-3209-001-0650	7922 East Drive	N/A	MBM DEVELOPMENTS LLC	11,200	0.26	Vacant	N/A	N/A	0	0	0	6	6	N/A	N/A	
23-3209-029-0001	7921 East Drive	Lido Condo	MULTIPLE	21,700	0.50	MFR	O	1959	20	2	40	20	0	N/A	N	
23-3209-033-0001 (ref)	7920 East Drive	Belle Isle Condo	MULTIPLE	22,400	0.51	MFR	O	1958	24	2	47	21	-3	Y	N	
23-3209-001-0151	7915 East Drive	7915 East Drive	C & D BAY VILLAGE LLC	33,600	0.77	MFR	R	1959	42	3	54	54	12	N/A	N	
23-3209-034-0001 (ref)	7909-7911 East Drive	Harbor Condo	MULTIPLE	24,000	0.55	MFR	O	1951	30	2	54	23	-7	N/A	N	
23-3209-001-0090	7905 East Drive	Royal Isle	ROYAL ISLE APARTMENTS L C	46,990	1.08	MFR	R	1964	44	3	41	76	32	N/A	N	
								Totals	1,711			2,212	536			
												*2,342	*631			

* Maximum Potential Additional Units Available for transfer within Harbor Island from NBV TDR Pool = 130 from Vogel Park, Civic Park and Sakura site.

** Available TDRs from Vogel Park

Lot size in red text = undersized parcel (i.e., does not meet standard minimum lot size of 27,000 square feet)

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Memorandum

☒ **Fort Lauderdale Office** · 1800 Eller Drive · Suite 600 · Fort Lauderdale, FL 33316 · 954.921.7781(p) · 954.921.8807(f)
☐ **West Palm Beach Office** · 560 Village Boulevard · Suite 340 · West Palm Beach, FL 33409 · 561.684.6161(p) · 561.684.6360(f)

Date:	4/06/2023
To:	Silvia Vargas, FAICP Principal Planner
From:	Diana White, PE, Director of Transportation & Mobility Department, Calvin Giordano & Associates, Inc.
Subject:	North Bay Village – RM 70 Zoning Update – Capacity Analysis
Project:	CGA 203569
CC:	

John F Pulice Digitally signed by John F Pulice Date: 2023.07.03 11:57:08 -04'00'

INTRODUCTION

Calvin Giordano and Associates has been assigned by North Bay Village (Village) to complete roadway capacity analyses for existing and potential future conditions of the Harbor Island roadway network based on the Village's current zoning districts. This document was completed utilizing the Florida Department of Transportation (FDOT) 2023 Multimodal Quality Level of Service Handbook tables. The site location is shown in Figure -1.



Figure 1: Harbor Island

EXISTING CONDITIONS TRAFFIC ANALYSES

The study boundary area is comprised of two (2) two-lane undivided local roadways: West Drive, East Drive and one (1) two-lane divided local roadway: Harbor Island Drive; which connect to the nearby signalized intersection at John F Kennedy Causeway. The West Drive and East Drive roadways are both in an urbanized area identified as zoning district RM 70 – Multiple Family Residential. The existing zoning map of the area is shown in Figure 2. Using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, there are three (3) different residential land uses within the existing RM-70 zone..

- Low-rise multifamily housing which includes apartments, townhouses and condominiums located within the same building with a minimum of three dwelling units and with one or two levels (floors) of residence.
- Mid-rise multifamily housing which includes apartments, townhouses, and condominiums located within the same building with a minimum of three dwelling units and with between three and 10 levels (floors) of residence.
- High-rise multifamily housing which includes apartments, and condominiums that have more than 10 levels (floors) of residence.

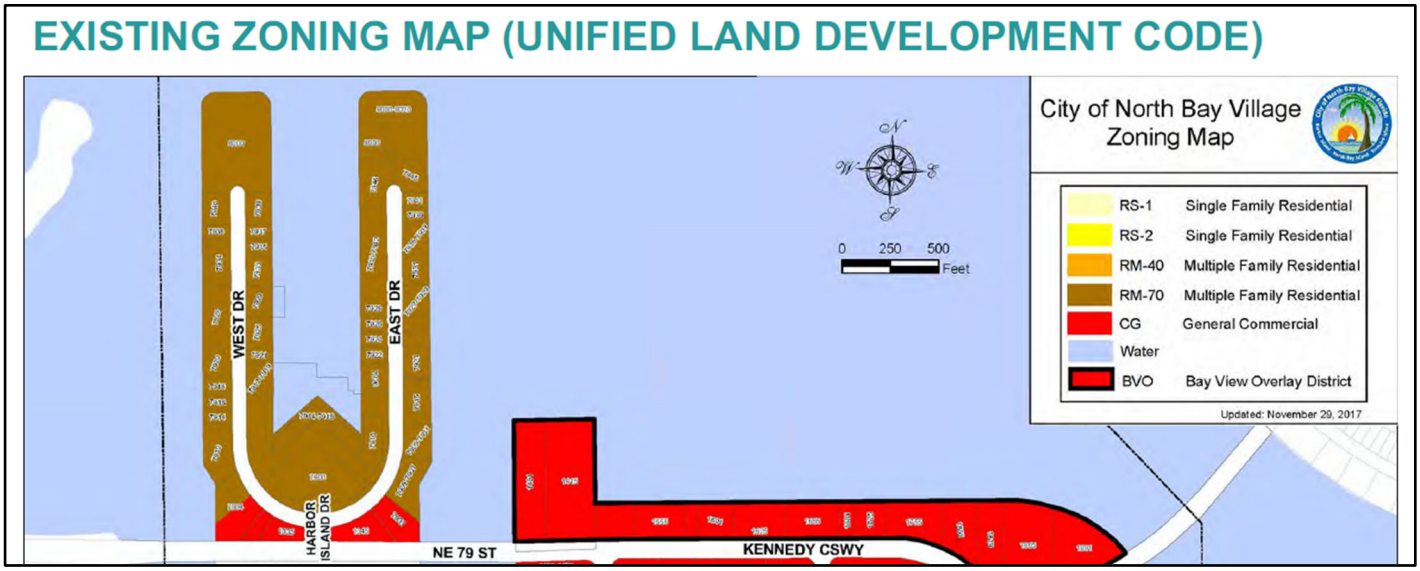


Figure 2: North Bay Village Zoning Map

West Drive

The facilities along West Drive contain seventeen (17) parcels totaling 656,581 square feet and 858 dwelling units. The Bayshore Yacht and Tennis Club condo is a mixed-use development with commercial spaces on the ground floor and residential units on the upper levels. Five (5) parcels were identified as low-rise, five (5) as mid-rise, and four (4) as high-rise multifamily residential housing. Two (2) parcels are currently vacant, and one was designated as Civic Space / Park. The total number of units for low-rise, mid-rise, and high-rise multifamily residential housing is 77, 463, and 318, respectively. Tables 1, 2 and 3 show the calculated Daily, AM, and PM peak hour trips, respectively, for the different types of identified land uses, based on equations obtained from the ITE Trip Generation Manual, 11th Edition.

Table 1: Trip Generation for West Drive - Existing Conditions (Daily Trips)

Land Use	Land Use Code	Units	Equation	Directional		Daily Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	77	T = 6.41(X) + 75.31	50%	50%	285	284	569
Multifamily (Mid Rise)	221	463	T = 4.77(X) - 46.46	50%	50%	1081	1081	2162
Multifamily (High Rise)	222	318	T = 3.76(X) + 377.04	50%	50%	787	786	1573
						2153	2151	4304
Land Use	**Land Use Code**	**SFT / Acres**	**Equation**	**Directional**		**Daily Trips**		
				IN	**OUT**	**IN**	**OUT**	**Total**
Restaurant	932	989	107.20 trips per 1000 sft GFA	50%	50%	53	53	106
Grocery Store / Convenience Store	851	964	T = 761.44(X) + 2.27	50%	50%	368	368	736
Pet Shop Gromming / Hair Salon	918	216	1.45 trips per 1000 sft GFA					0
Mosque*	562	927						
Parking Lot		55601						
Park	411	22400/0.51	T = 0.64(X) + 88.46	50%	50%	45	44	89
Vacant		54838						
						466	465	931
Total Existing Traffic @ Daily						**2619**	**2616**	**5235**
* Mosque LU only shows Friday PM peak traffic due to Jummah Prayer								

Table 2: Trip Generation for West Drive - Existing Conditions (AM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		AM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	77	T = 0.31(X) + 22.85	24%	76%	11	36	47
Multifamily (Mid Rise)	221	463	T = 0.44(X) - 11.61	23%	77%	44	148	192
Multifamily (High Rise)	222	318	T = 0.22(X) + 18.85	26%	74%	23	66	89
						78	250	328
Land Use	**Land Use Code**	**SFT / Acres**	**Equation**	**Directional**		**AM Peak Hour Trips**		
				IN	**OUT**	**IN**	**OUT**	**Total**
Restaurant	932	989	9.57 trips per 1000 sft GFA	55%	45%	5	4	9
Grocery Store / Convenience Store	851	964	49.11 trips per 1000 sft GFA	51%	49%	24	23	47
Pet Shop / Hair Salon	918	216	1.21 trips per 1000 sft GFA					0
Mosque*	562	927						
Parking Lot		55601						
Park	411	22400/0.51	0.02 trips/1 acre	59%	41%	0	0	0
Vacant		54838						
						29	28	57
Total Existing Traffic @ AM Peak						**107**	**278**	**385**
* Mosque LU only shows Friday PM peak traffic due to Jummah Prayer								

Table 3: Trip Generation for West Drive - Existing Conditions (PM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		PM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	77	T = 0.43(X) + 20.55	63%	37%	34	20	54
Multifamily (Mid Rise)	221	463	T = 0.39(X) + 0.34	61%	39%	110	71	181
Multifamily (High Rise)	222	318	T = 0.26(X) + 23.12	62%	38%	66	40	106
						210	131	341
Land Use	**Land Use Code**	**SFT / Acres**	**Equation**	**Directional**		**PM Peak Hour Trips**		
				IN	**OUT**	**IN**	**OUT**	**Total**
Restaurant	932	989	9.05 trips per 1000 sft GFA	61%	39%	5	4	9
Grocery Store / Convenience Store	851	964	62.54 trips per 1000 sft GFA	50%	50%	30	30	60
Pet Shop / Hair Salon	918	216	1.45 trips per 1000 sft GFA					0
Mosque*	562	927	4.22 per 1000 sft GFA			2	2	4
Parking Lot		55601						
Park	411	22400/0.51	T = 0.06(X) + 22.60	55%	45%	13	10	23
Vacant		54838						
						50	46	96
Total Existing Traffic @ PM Peak						**260**	**177**	**437**

* Mosque LU only shows Friday PM peak traffic due to Jummah Prayer

East Drive

The facilities along East Drive contain nineteen (19) parcels totaling 621,906 square feet and 517 dwelling units. Seven (7) parcels were identified as low-rise, six (6) as mid-rise, and three (3) as high-rise multifamily residential housing. Three (3) parcels are currently vacant. The total number of units for low-rise, mid-rise, and high-rise multifamily residential housing are129, 216, and 172, respectively. Tables 4, 5 and 6, show the calculated Daily, AM and PM peak trips respectively for the different types of identified multifamily land uses.

Table 4: Trip Generation for East Drive - Existing Conditions (Daily Trips)

Land Use	Land Use Code	Units	Equation	Directional		Daily Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	129	T = 6.41(X) + 75.31	50%	50%	451	451	902
Multifamily (Mid Rise)	221	216	T = 4.77(X) - 46.46	50%	50%	492	492	984
Multifamily (High Rise)	222	172	T = 3.76(X) + 377.04	50%	50%	512	512	1024
Total Existing Traffic @ Daily						**1455**	**1455**	**2910**

Table 5: Trip Generation for East Drive - Existing Conditions (AM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		AM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	129	T = 0.31(X) + 22.85	24%	76%	15	48	63
Multifamily (Mid Rise)	221	216	T = 0.44(X) - 11.61	23%	77%	19	64	83
Multifamily (High Rise)	222	172	T = 0.22(X) + 18.85	26%	74%	15	42	57
Total Existing Traffic @ AM Peak						**49**	**154**	**203**

Table 6: Trip Generation for East Drive - Existing Conditions (PM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		PM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	129	T = 0.43(X) + 20.55	63%	37%	48	28	76
Multifamily (Mid Rise)	221	216	T = 0.39(X) + 0.34	61%	39%	52	33	85
Multifamily (High Rise)	222	172	T = 0.26(X) + 23.12	62%	38%	42	26	68
Total Existing Traffic @ PM Peak						**142**	**87**	**229**

Harbor Island Drive /360 Condominium

There is only one multifamily high-rise residential development along the northernmost limits of Harbor Island Drive. The 360 Condominium is approximately 298,480 square feet in area, with a total of 336 dwelling units. Tables 7, 8 and 9 show the calculated trips for identified land use for Daily, AM peak and PM peak trips respectively.

Table 7: Trip Generation for 360 Condominium - Existing Conditions (Daily Trips)

Land Use	Land Use Code	Units	Equation	Directional		Daily Trips		
				IN	OUT	IN	OUT	Total
Multifamily (High Rise)	222	336	T = 3.76(X) + 377.04	50%	50%	820	820	1640
Total Existing Traffic @ Daily						**820**	**820**	**1640**

Table 8: Trip Generation for 360 Condominium - Existing Conditions (AM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		AM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (High Rise)	222	336	T = 0.22(X) + 18.85	26%	74%	24	69	93
Total Existing Traffic @ AM Peak						**24**	**69**	**93**

Table 9: Trip Generation for 360 Condominium - Existing Conditions (PM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		PM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (High Rise)	222	336	T = 0.26(X) + 23.12	62%	38%	68	42	110
Total Existing Traffic @ PM Peak						**68**	**42**	**110**

EXISTING CONDITIONS CAPACITY ANALYSES

The Florida Department of Transportation (FDOT) has recently updated the level of service handbook and subsequently the "2023 Multimodal Quality / Level of Service Handbook" was used for the capacity analyses within this document.

Given the existing mix of high-rise, mid-rise and low-rise multifamily residential buildings as well as some mixed-use development, for the purposes of analysis Harbor Island has been categorized as a C5-Urban Center pursuant to the FDOT Context Classification Matrix Table. FDOT Context classification is included in Appendix A. C5—

Urban Center is defined as follows: mixed of uses within small blocks in one- to five-story buildings with a well-connected roadway network typically concentrated around a few blocks or within an identified civic or economic center of a community, town, or city. The existing level of service for West Drive, East Drive and Harbour Island Drive for the Daily, AM and PM peak hours are shown in Tables 10, 11 and 12 and have been calculated using FDOT's Generalized Service Volume Tables (GSVT); which are included in Appendix D

Table 10: Level of Service (LOS) calculations (Existing Conditions) based on estimated Daily Trips

Level of Service (LOS) Calculation								
Roadway	**Lanes**	**Median**	**Exclusive Left / Right Turn**	**State Road**	**Capacity**			
					AADT			
					Existing Volume	**LOS**	**Capacity**	**Adjusted Capacity** (See Notes)
West Drive	2	Undivided	No	No	5,235[1]	D	13,900	11,120
East Drive	2	Undivided	No	No	2,910[1]	D		11,120
Harbor Island Drive	2	Divided	Yes	No	9,785 [1,2]	D		13,135

Notes: Source FDOT GSVT 2023 Multimodal Quality LOS Handbook
The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided
Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90
[1] *Existing volume – from Tables 1, 4 and 7*
[2] *Harbor Island Drive includes existing volume of 1,640 for 360 Condominium, 5,235 for West Drive and 2,910 for East Drive*

Table 11: Level of Service (LOS) calculations (Existing Conditions) based on estimated AM Peak Trips

Level of Service (LOS) Calculation								
Roadway	Lanes	Median	Exclusive Left / Right Turn	State Road	Capacity			
					AM Peak Hour			
					Existing Volume	LOS	Capacity	Adjusted Capacity (See Notes)
West Drive	2	Undivided	No	No	385[1]	D	1,250	1,000
East Drive	2	Undivided	No	No	203[1]	D		1,000
Harbor Island Drive	2	Divided	Yes	No	681[1,2]	D		1,181

Notes: Source FDOT GSVT 2023 Multimodal Quality LOS Handbook
The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided
Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90
[1] *Existing volume – from Tables 2, 5 and 8*
[2] *Harbor Island Drive includes existing volume of 93 for 360 Condominium, 385 for West Drive and 203 for East Drive*

Table 12: Level of Service (LOS) calculations (Existing Conditions) based on estimated PM Peak Trips

Level of Service (LOS) Calculation								
Roadway	Lanes	Median	Exclusive Left / Right Turn	State Road	Capacity			
					PM Peak Hour			
					Existing Volume	LOS	Capacity	Adjusted Capacity (See Notes)
West Drive	2	Undivided	No	No	437[1]	D	1,250	1,000
East Drive	2	Undivided	No	No	229[1]	D		1,000
Harbor Island Drive	2	Divided	Yes	No	776[1,2]	D		1,181

Notes: Source FDOT GSVT 2023 Multimodal Quality LOS Handbook
The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided
Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90
[1] *Existing volume – from Tables 3, 6 and 9*
[2] *Harbor Island Drive includes existing volume of 110 for 360 Condominium, 437 for West Drive and 229 for East Drive*

ESTIMATED FUTURE TRAFFIC CONDITIONS BASED ON CURRENT ZONING

The total number of units (low-rise, mid-rise, and high-rise) have been calculated based on future development and using the maximum unit density of 70 units per acre of land. Furthermore, 130 TDRs to be dispersed along East Drive and West Drive areas.

Based on recent discussions with the Village Planning Department, out of the 130 TDRs, 37 would be spread along West Drive, which has a capacity for a maximum of 162 units and the remaining 93 TDRs would be allocated along East drive, which has a maximum unit capacity of 408 units. For the purpose of this document, all TDRs would be assumed as multifamily mid-rise units. Table 13 identifies the number of existing and maximum development dwelling units.

Table 13: Number of units calculations

Location	Existing Conditions				Maximum Development			
	Low Rise	Mid Rise	High Rise	Total Units	Low Rise	Mid Rise	High Rise	Total Units
West Drive	77	463	318	858	128	716	226	1070
East Drive	129	216	172	517	118	887	228	1233
360 Condominium			336	336			480	480

Based on the ITE Trip Generation Manual, 11th Edition, Tables 14-16, 17-19 & 20-22 show the potential future trips for the different types of identified land use for daily, AM peak hour and PM peak hour trips for West Drive, East Drive and Harbor Island Drive/360 Condominium, respectively.

Table 14: Trip Generation for West Drive – Future Development Conditions (Daily Trips)

Land Use	Land Use Code	Units	Equation	Directional		Daily Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	128	T = 6.41(X) + 75.31	50%	50%	448	448	896
Multifamily (Mid Rise)	221	716	T = 4.77(X) - 46.46	50%	50%	1685	1684	3369
Multifamily (High Rise)	222	226	T = 3.76(X) + 377.04	50%	50%	614	613	1227
						2747	2745	5492
Land Use	**Land Use Code**	**SFT / Acres**	**Equation**	**Directional**		**Daily Trips**		
				IN	**OUT**	**IN**	**OUT**	**Total**
Restaurant	932	989	107.20 trips per 1000 sft GFA	50%	50%	53	53	106
Grocery Store / Convenience Store	851	964	T = 761.44(X) + 2.27	50%	50%	368	368	736
Pet Shop Gromming / Hair Salon	918	216	1.45 trips per 1000 sft GFA					0
Mosque*	562	927						
Parking Lot		55601						
Park	411	22400/0.51	T = 0.64(X) + 88.46	50%	50%	45	44	89
						466	465	931
Total Future Traffic @ Daily						**3213**	**3210**	**6423**
* Mosque LU only shows Friday PM peak traffic due to Jummah Prayer								

Table 15: Trip Generation for West Drive – Future Development Conditions (AM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		AM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	128	T = 0.31(X) + 22.85	24%	76%	15	48	63
Multifamily (Mid Rise)	221	716	T = 0.44(X) - 11.61	23%	77%	70	233	303
Multifamily (High Rise)	222	226	T = 0.22(X) + 18.85	26%	74%	18	51	69
						103	332	435
Land Use	**Land Use Code**	**SFT / Acres**	**Equation**	**Directional**		**AM Peak Hour Trips**		
				IN	**OUT**	**IN**	**OUT**	**Total**
Restaurant	932	989	9.57 trips per 1000 sft GFA	55%	45%	5	4	9
Grocery Store / Convenience Store	851	964	49.11 trips per 1000 sft GFA	51%	49%	24	23	47
Pet Shop / Hair Salon	918	216	1.21 trips per 1000 sft GFA					0
Mosque*	562	927						
Parking Lot		55601						
Park	411	22400/0.51	0.02 trips/1 acre	59%	41%	0	0	0
						29	28	57
Total Future Traffic @ AM Peak						**132**	**360**	**492**
* Mosque LU only shows Friday PM peak traffic due to Jummah Prayer								

Table 16: Trip Generation for West Drive – Future Development Conditions (PM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		PM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	128	T = 0.43(X) + 20.55	63%	37%	48	28	76
Multifamily (Mid Rise)	221	716	T = 0.39(X) + 0.34	61%	39%	171	109	280
Multifamily (High Rise)	222	226	T = 0.26(X) + 23.12	62%	38%	51	31	82
						270	168	438
Land Use	**Land Use Code**	**SFT / Acres**	**Equation**	**Directional**		**PM Peak Hour Trips**		
				IN	**OUT**	**IN**	**OUT**	**Total**
Restaurant	932	989	9.05 trips per 1000 sft GFA	61%	39%	5	4	9
Grocery Store / Convenience Store	851	964	62.54 trips per 1000 sft GFA	50%	50%	30	30	60
Pet Shop / Hair Salon	918	216	1.45 trips per 1000 sft GFA					0
Mosque*	562	927	4.22 per 1000 sft GFA			2	2	4
Parking Lot		55601						
Park	411	22400/0.51	T = 0.06(X) + 22.60	55%	45%	13	10	23
						50	46	96
Total Future Traffic @ PM Peak						**320**	**214**	**534**
* Mosque LU only shows Friday PM peak traffic due to Jummah Prayer								

Table 17: Trip Generation for East Drive – Future Development Conditions (Daily Trips)

Land Use	Land Use Code	Units	Equation	Directional		Daily Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	118	T = 6.41(X) + 75.31	50%	50%	416	416	832
Multifamily (Mid Rise)	221	887	T = 4.77(X) - 46.46	50%	50%	2093	2092	4185
Multifamily (High Rise)	222	228	T = 3.76(X) + 377.04	50%	50%	617	617	1234
Total Future Traffic @ Daily						**3126**	**3125**	**6251**

Table 18: Trip Generation for East Drive – Future Development Conditions (AM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		AM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	118	T = 0.31(X) + 22.85	24%	76%	14	45	59
Multifamily (Mid Rise)	221	887	T = 0.44(X) - 11.61	23%	77%	87	292	379
Multifamily (High Rise)	222	228	T = 0.22(X) + 18.85	26%	74%	18	51	69
Total Future Traffic @ AM Peak						**119**	**388**	**507**

Table 19: Trip Generation for East Drive – Future Development Conditions (PM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		PM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	118	T = 0.43(X) + 20.55	63%	37%	45	26	71
Multifamily (Mid Rise)	221	887	T = 0.39(X) + 0.34	61%	39%	211	135	346
Multifamily (High Rise)	222	228	T = 0.26(X) + 23.12	62%	38%	51	31	82
Total Future Traffic @ PM Peak						**307**	**192**	**499**

Table 20: Trip Generation for 360 Condominium – Future Development Conditions (Daily Trips)

Land Use	Land Use Code	Units	Equation	Directional		Daily Trips		
				IN	OUT	IN	OUT	Total
Multifamily (High Rise)	222	480	T = 3.76(X) + 377.04	50%	50%	1091	1091	2182
Total Future Traffic @ Daily						**1091**	**1091**	**2182**

Table 21: Trip Generation for 360 Condominium – Future Development Conditions (AM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		AM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (High Rise)	222	480	T = 0.22(X) + 18.85	26%	74%	32	92	124
Total Future Traffic @ AM Peak						**32**	**92**	**124**

Table 22: Trip Generation for 360 Condominium – Future Development Conditions (PM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		PM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (High Rise)	222	480	T = 0.26(X) + 23.12	62%	38%	92	56	148
Total Future Traffic @ PM Peak						**92**	**56**	**148**

FUTURE CONDITIONS CAPACITY ANALYSES

The estimated future level of service (LOS) for West Drive, East Drive and Harbour Island Drive for the Daily, AM and PM peak hours are shown in Tables 23, 24 and 25 respectively and have been calculated using FDOT's Generalized Service Volume Tables (GSVT); which are included in Appendix D

Table 23: Level of Service (LOS) calculations (Future Conditions) for Daily Trips

Level of Service (LOS) Calculation								
Roadway	Lanes	Median	Exclusive Left / Right Turn	State Road	Capacity for AADT			
					Future Volume	LOS	Capacity	Adjusted Capacity (See Notes)
West Drive	2	Undivided	No	No	6423[1]	D	13,900	11,120
East Drive	2	Undivided	No	No	6251[1]	D		11,120
Harbor Island Drive	2	Divided	Yes	No	14,856[1,2]	E		13,135

Notes: Source FDOT GSVT 2023 Multimodal Quality LOS Handbook
The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90
[1] *Future volume – from Tables 14, 17 and 20*
[2] *Harbor Island Drive includes future volume of 2,182 for 360 Condominium, 6,423 for West Drive and 6251 for East Drive*

Table 24: Level of Service (LOS) calculations (Future Conditions) for AM Peak Hour

Level of Service (LOS) Calculation								
Roadway	Lanes	Median	Exclusive Left / Right Turn	State Road	Capacity for AM Peak Hour			
					Future Volume	LOS	Capacity	Adjusted Capacity (See Notes)
West Drive	2	Undivided	No	No	492	D	1,250	1,000
East Drive	2	Undivided	No	No	507	D		1,000
Harbor Island Drive	2	Divided	Yes	No	1,123	D		1,181

Notes: Source FDOT GSVT 2023 Multimodal Quality LOS Handbook
The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90
[1] *Future volume – from Tables 15, 18 and 21*
[2] *Harbor Island Drive includes future volume of 124 for 360 Condominium, 492 for West Drive and 507 for East Drive*

Table 25: Level of Service (LOS) calculations (Future Conditions) for PM Peak Hour

Level of Service (LOS) Calculation								
Roadway	Lanes	Median	Exclusive Left / Right Turn	State Road	Capacity for PM Peak Hour			
					Future Volume	LOS	Capacity	Adjusted Capacity (See Notes)
West Drive	2	Undivided	No	No	534	D	1,250	1,000
East Drive	2	Undivided	No	No	499	D		1,000
Harbor Island Drive	2	Divided	Yes	No	1,181	D		1,181

Notes: Source FDOT GSVT 2023 Multimodal Quality LOS Handbook
The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided
Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90
[1] *Future volume – from Tables 16, 19 and 22*
[2] *Harbor Island Drive includes future volume of 148 for 360 Condominium, 532 for West Drive and 499 for East Drive*

CONCLUSIONS

Calvin Giordano & Associates was assigned by North Bay Village to evaluate the capacity of the existing roadway network within Harbor Island for the existing and potential multifamily development, based on the number of TDR's provided by the Village Planning Department.

It should be noted that no traffic data was collected as part of this effort, and that the existing and potential future trips estimated for the daily, AM and PM peak hours were calculated utilizing the ITE Trip Generation Manual, 11th edition.

The capacity analyzes for the three (3) roadway segments (West Drive, East Drive and Harbor Island Drive) were completed in accordance with the 2023 FDOT Multimodal Quality/Level of Service Handbook. Based on the results of the analyses, the following conclusions can be made:

- Based on the FDOT Generalized Services Volume Tables, the best possible Level of Service (LOS) for Context Classification C-5 Urban Center is LOS D
- The existing level of service (LOS) for all three analyzed roadway segments was identified as LOS D for all three analyzed scenarios (Daily, AM and PM peak hours)
- The potential future estimated LOS for West Drive and East Drive roadway segments was identified as LOS D for all three analyzed scenarios (Daily, AM and PM peak hours)
- The potential future estimated LOS for Harbor Island Drive roadway segment was identified as LOS D for the AM and PM peak scenarios and LOS E for the Daily scenario. This could be attributed to the fact

that the short stretch of Harbor Island Drive would be expected to carry all of the potential in and out trips for the entire Harbor Island roadway network at some point during the 24-hour period. LOS is defined by the Highway Capacity Manual as a quantitative stratification of a performance measure or measures that represent **quality** of service, measured on an A-F scale, with LOS A representing the best operating conditions from the traveler's perspective and LOS F the worst.

APPENDIX A

FDOT Context Classification

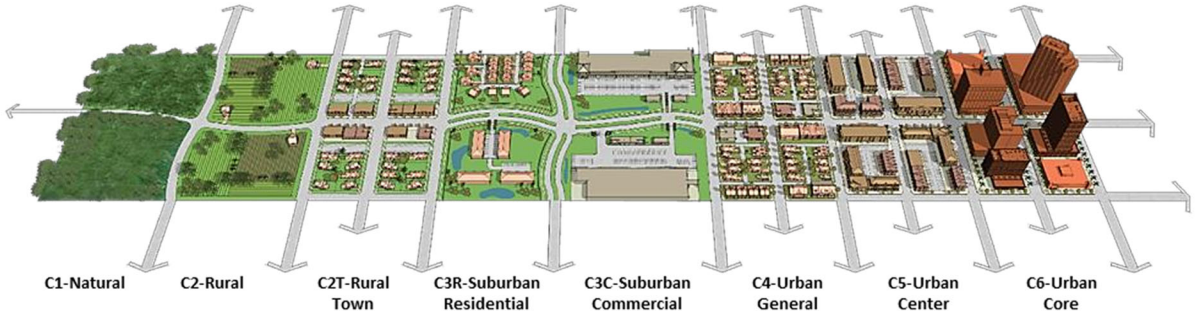


Figure 6: FDOT Context Classification



APPENDIX B

FDOT LOS Table

FDOT

C2T, C4, C5, & C6 Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**



(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

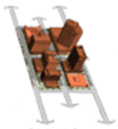


(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

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ESTIMATED FUTURE TRAFFIC CONDITIONS BASED ON CURRENT ZONING (Additional Scenario)

An additional potential future scenario has been modeled as a request originated from the Village planning staff. For this scenario, the "unused" density units for Moda Apartments, 360 Condominium and Eloquence on the Bay were reduced by 30 units, 144 units and 81 units respectively, from the potential maximum developments as shown in Table 13. Table 26 identifies the number of existing and maximum development dwelling units after the reduction.

Table 26: Number of units calculations

Location	Existing Conditions				Maximum Development*			
	Low Rise	Mid Rise	High Rise	Total Units	Low Rise	Mid Rise	High Rise	Total Units
West Drive	77	463	318	858	128	686	226	1040
East Drive	129	216	172	517	118	887	147	1152
360 Condominium			336	336			336	336

Based on the ITE Trip Generation Manual, 11th Edition, Tables 27-29, 30-32 & 33-355show the potential future trips for the different types of identified land use for daily, AM peak hour and PM peak hour trips for West Drive, East Drive and Harbor Island Drive/360 Condominium, respectively.

Table 27: Trip Generation for West Drive – Future Development Conditions (Daily Trips)

Land Use	Land Use Code	Units	Equation	Directional		Daily Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	128	T = 6.41(X) + 75.31	50%	50%	448	448	896
Multifamily (Mid Rise)	221	686	T = 4.77(X) - 46.46	50%	50%	1613	1613	3226
Multifamily (High Rise)	222	226	T = 3.76(X) + 377.04	50%	50%	614	613	1227
						2675	2674	5349
Land Use	**Land Use Code**	**SFT / Acres**	**Equation**	**Directional**		**Daily Trips**		
				IN	**OUT**	**IN**	**OUT**	**Total**
Restaurant	932	989	107.20 trips per 1000 sft GFA	50%	50%	53	53	106
Grocery Store / Convenience Store	851	964	T = 761.44(X) + 2.27	50%	50%	368	368	736
Pet Shop Gromming / Hair Salon	918	216	1.45 trips per 1000 sft GFA					0
Mosque*	562	927						
Parking Lot		55601						
Park	411	22400/0.51	T = 0.64(X) + 88.46	50%	50%	45	44	89
						466	465	931
Total Future Traffic @ Daily						**3141**	**3139**	**6280**
* Mosque LU only shows Friday PM peak traffic due to Jummah Prayer								

Table 28: Trip Generation for West Drive – Future Development Conditions (AM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		AM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	128	T = 0.31(X) + 22.85	24%	76%	15	48	63
Multifamily (Mid Rise)	221	686	T = 0.44(X) - 11.61	23%	77%	67	223	290
Multifamily (High Rise)	222	226	T = 0.22(X) + 18.85	26%	74%	18	51	69
						100	322	422
Land Use	**Land Use Code**	**SFT / Acres**	**Equation**	**Directional**		**AM Peak Hour Trips**		
				IN	**OUT**	**IN**	**OUT**	**Total**
Restaurant	932	989	9.57 trips per 1000 sft GFA	55%	45%	5	4	9
Grocery Store / Convenience Store	851	964	49.11 trips per 1000 sft GFA	51%	49%	24	23	47
Pet Shop / Hair Salon	918	216	1.21 trips per 1000 sft GFA					0
Mosque*	562	927						
Parking Lot		55601						
Park	411	22400/0.51	0.02 trips/1 acre	59%	41%	0	0	0
						29	28	57
Total Future Traffic @ AM Peak						**129**	**350**	**479**
* Mosque LU only shows Friday PM peak traffic due to Jummah Prayer								

Table 29: Trip Generation for West Drive – Future Development Conditions (PM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		PM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	128	T = 0.43(X) + 20.55	63%	37%	48	28	76
Multifamily (Mid Rise)	221	686	T = 0.39(X) + 0.34	61%	39%	163	105	268
Multifamily (High Rise)	222	226	T = 0.26(X) + 23.12	62%	38%	51	31	82
						262	164	426
Land Use	**Land Use Code**	**SFT / Acres**	**Equation**	**Directional**		**PM Peak Hour Trips**		
				IN	**OUT**	**IN**	**OUT**	**Total**
Restaurant	932	989	9.05 trips per 1000 sft GFA	61%	39%	5	4	9
Grocery Store / Convenience Store	851	964	62.54 trips per 1000 sft GFA	50%	50%	30	30	60
Pet Shop / Hair Salon	918	216	1.45 trips per 1000 sft GFA					0
Mosque*	562	927	4.22 per 1000 sft GFA			2	2	4
Parking Lot		55601						
Park	411	22400/0.51	T = 0.06(X) + 22.60	55%	45%	13	10	23
						50	46	96
Total Future Traffic @ PM Peak						**312**	**210**	**522**
* Mosque LU only shows Friday PM peak traffic due to Jummah Prayer								

Table 30: Trip Generation for East Drive – Future Development Conditions (Daily Trips)

Land Use	Land Use Code	Units	Equation	Directional		Daily Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	118	T = 6.41(X) + 75.31	50%	50%	416	416	832
Multifamily (Mid Rise)	221	887	T = 4.77(X) - 46.46	50%	50%	2093	2092	4185
Multifamily (High Rise)	222	147	T = 3.76(X) + 377.04	50%	50%	465	465	930
Total Future Traffic @ Daily						**2974**	**2973**	**5947**

Table 31: Trip Generation for East Drive – Future Development Conditions (AM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		AM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	118	T = 0.31(X) + 22.85	24%	76%	14	45	59
Multifamily (Mid Rise)	221	887	T = 0.44(X) - 11.61	23%	77%	87	292	379
Multifamily (High Rise)	222	147	T = 0.22(X) + 18.85	26%	74%	13	38	51
Total Future Traffic @ AM Peak						**114**	**375**	**489**

Table 32: Trip Generation for East Drive – Future Development Conditions (PM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		PM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (Low Rise)	220	118	T = 0.43(X) + 20.55	63%	37%	45	26	71
Multifamily (Mid Rise)	221	887	T = 0.39(X) + 0.34	61%	39%	211	135	346
Multifamily (High Rise)	222	147	T = 0.26(X) + 23.12	62%	38%	38	23	61
Total Future Traffic @ PM Peak						**294**	**184**	**478**

Table 33: Trip Generation for 360 Condominium – Future Development Conditions (Daily Trips)

Land Use	Land Use Code	Units	Equation	Directional		Daily Trips		
				IN	OUT	IN	OUT	Total
Multifamily (High Rise)	222	336	T = 3.76(X) + 377.04	50%	50%	820	820	1640
Total Future Traffic @ Daily						**820**	**820**	**1640**

Table 34: Trip Generation for 360 Condominium – Future Development Conditions (AM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		AM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (High Rise)	222	336	T = 0.22(X) + 18.85	26%	74%	24	69	93
Total Future Traffic @ AM Peak						**24**	**69**	**93**

Table 35: Trip Generation for 360 Condominium – Future Development Conditions (PM Peak Trips)

Land Use	Land Use Code	Units	Equation	Directional		PM Peak Hour Trips		
				IN	OUT	IN	OUT	Total
Multifamily (High Rise)	222	336	T = 0.26(X) + 23.12	62%	38%	68	42	110
Total Future Traffic @ PM Peak						**68**	**42**	**110**

FUTURE CONDITIONS CAPACITY ANALYSES

The estimated future level of service (LOS) for West Drive, East Drive and Harbour Island Drive for the Daily, AM and PM peak hours are shown in Tables 36, 37 and 38 respectively and have been calculated using FDOT's Generalized Service Volume Tables (GSVT); which are included in Appendix D

Table 36: Level of Service (LOS) calculations (Future Conditions) for Daily Trips

Level of Service (LOS) Calculation								
Roadway	Lanes	Median	Exclusive Left / Right Turn	State Road	Capacity for AADT			
					Future Volume	LOS	Capacity	Adjusted Capacity (See Notes)
West Drive	2	Undivided	No	No	6,280[1]	D	13,900	11,120
East Drive	2	Undivided	No	No	5,947[1]	D		11,120
Harbor Island Drive	2	Divided	Yes	No	13,867[1,2]	E		13,135

Notes: Source FDOT GSVT 2023 Multimodal Quality LOS Handbook
The peak hour directional service volumes should be adjusted by multiplying by 1.2 for one-way facilities.
The AADT service volumes should be adjusted by multiplying 0.6 for one-way facilities 2 Lane Divided
Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90
1 Future volume – from Tables 27, 30 and 33
2 Harbor Island Drive includes future volume of 1,680 for 360 Condominium, 6,280 for West Drive and 5,947 for East Drive

Table 37: Level of Service (LOS) calculations (Future Conditions) for AM Peak Hour

Level of Service (LOS) Calculation								
Roadway	Lanes	Median	Exclusive Left / Right Turn	State Road	Capacity for AM Peak Hour			
					Future Volume	LOS	Capacity	Adjusted Capacity (See Notes)
West Drive	2	Undivided	No	No	479	D	1,250	1,000
East Drive	2	Undivided	No	No	489	D		1,000
Harbor Island Drive	2	Divided	Yes	No	1,061	D		1,181

Notes: Source FDOT GSVT 2023 Multimodal Quality LOS Handbook
The peak hour directional service volumes should be adjusted by multiplying by 1.2 for one-way facilities.
The AADT service volumes should be adjusted by multiplying 0.6 for one-way facilities 2 Lane Divided
Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90
[1] *Future volume – from Tables 28, 31 and 34*
[2] *Harbor Island Drive includes future volume of 93 for 360 Condominium, 479 for West Drive and 489 for East Drive*

Table 38: Level of Service (LOS) calculations (Future Conditions) for PM Peak Hour

Level of Service (LOS) Calculation								
Roadway	Lanes	Median	Exclusive Left / Right Turn	State Road	Capacity for PM Peak Hour			
					Future Volume	LOS	Capacity	Adjusted Capacity (See Notes)
West Drive	2	Undivided	No	No	522	D	1,250	1,000
East Drive	2	Undivided	No	No	478	D		1,000
Harbor Island Drive	2	Divided	Yes	No	1,110	D		1,182

Notes: Source FDOT GSVT 2023 Multimodal Quality LOS Handbook
The peak hour directional service volumes should be adjusted by multiplying by 1.2 for one-way facilities.
The AADT service volumes should be adjusted by multiplying 0.6 for one-way facilities 2 Lane Divided
Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90
[1] *Future volume – from Tables 29, 32 and 35*
[2] *Harbor Island Drive includes future volume of 110 for 360 Condominium, 522 for West Drive and 478 for East Drive*

CONCLUSIONS

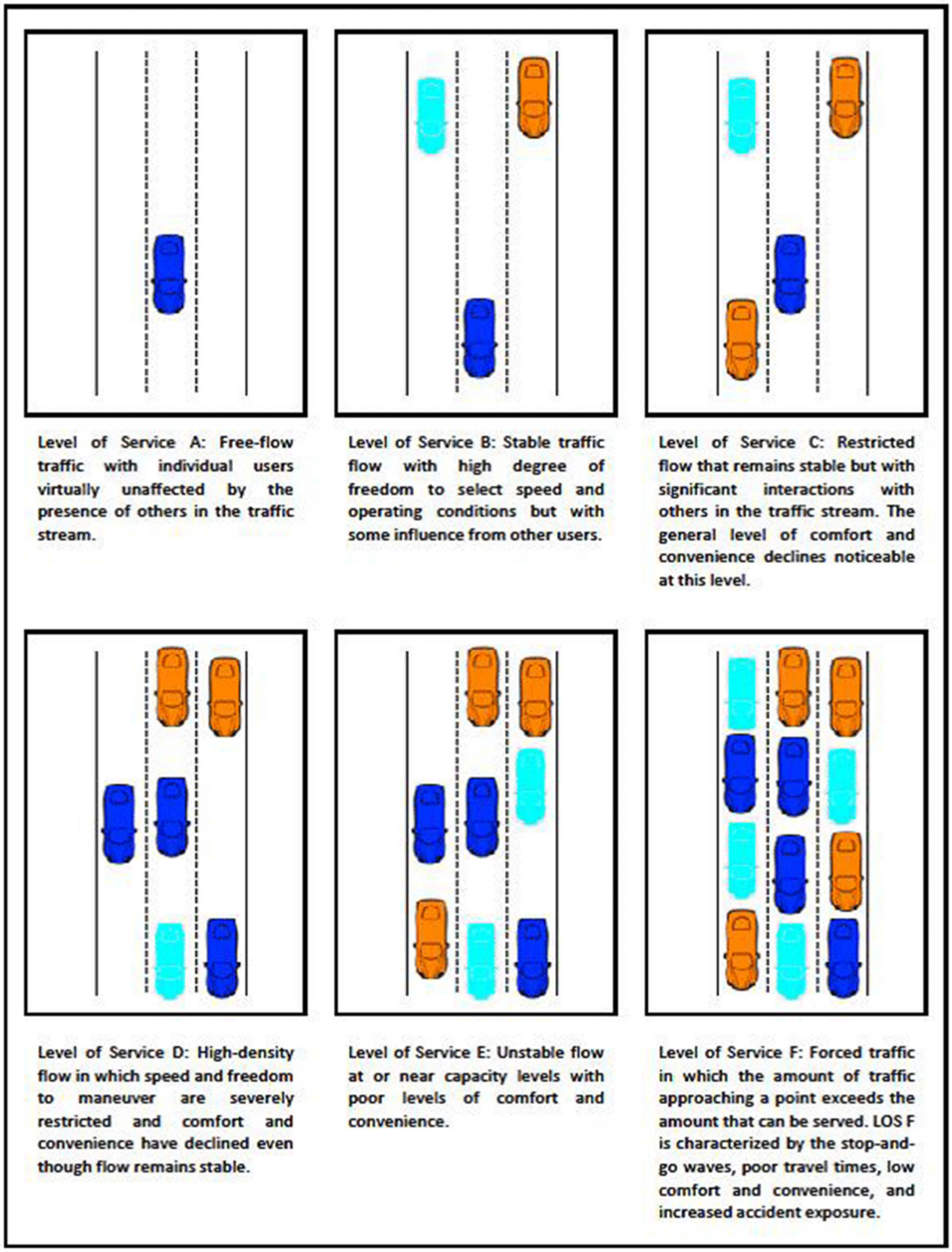
Calvin Giordano & Associates was assigned by North Bay Village to evaluate an additional potential future scenario that deducts the "unused" density units for Moda Apartments, 360 Condominium and Eloquence on the Bay by 30 units, 144 units and 81 units respectively, from the potential maximum developments as shown in Table 13.

It should be noted that no traffic data was collected as part of this effort, and that the estimated potential future trips as part of this scenario for the daily, AM and PM peak hours were calculated utilizing the ITE Trip Generation Manual, 11th edition.

The capacity analyzes for the three (3) roadway segments (West Drive, East Drive and Harbor Island Drive) were completed in accordance with the 2023 FDOT Multimodal Quality/Level of Service Handbook. Based on the results of the analyses, the following conclusions can be made:

- The potential future estimated LOS for West Drive and East Drive roadway segments was identified as LOS D for all three analyzed scenarios (Daily, AM and PM peak hours)
- The potential future estimated LOS for Harbor Island Drive roadway segment was identified as LOS D for the AM and PM peak scenarios and LOS E for the Daily scenario. This could be attributed to the fact that the short stretch of Harbor Island Drive would be expected to carry all the potential in and out trips for the entire Harbor Island roadway network at some point during the 24-hour period. LOS is defined by the Highway Capacity Manual as a quantitative stratification of a performance measure or measures that represent **quality** of service, measured on an A-F scale, with LOS A representing the best operating conditions from the traveler's perspective and LOS F the worst.

Attachment



Source: Javier Fuentes, STARS, College of Engineering, University of South Florida

Summary of changes to Chapter 3 (Definitions), Chapter 8 (Zoning) and Chapter 9 (General Design Standards), from process inception to 1st reading

Chapter 3

Section	Draft as presented by Staff to PZB on 6/21/23	Draft as presented by Staff to PZB on 7/13/23 based on 6/21/23 comments	Changes introduced by PZB on 7/13/23	Additional changes introduced by Staff following 7/13/23 PZB meeting	Changes made by Staff in response to 7/19/23 Commission feedback	Notes to Changes following Commission discussion
Chapter 3	Introduced definitions of “Amenity,” “Ancillary Nature,” and “Parking, mechanical”	No additional changes	No additional changes	Introduced definition of “Floorplate”	Introduced definitions of “Neighborhood-serving retail,” “Personal service,” and “Professional service”	New definitions added to support accessory use provisions in Chapter 8

Chapter 8

Section	Draft as presented by Staff to PZB on 6/21/23	Draft as presented by Staff to PZB on 7/13/23 based on 6/21/23 comments	Changes introduced by PZB on 7/13/23	Additional changes introduced by Staff following 7/13/23 PZB meeting	Changes made by Staff in response to 7/19/23 Commission feedback	Notes to Changes following Commission discussion
8.10.D.4.a. Minimum lot size	As adopted		PZB changed hanged min lot area to 15,000 square feet Frontage: No change	No additional changes	Changed min lot area to 11,200 square feet and frontage to 80 feet	To align with smallest parcel size and lot frontage existing in Harbor Island. Responds to Commissioner Streitfeld’s direction to treat all parcels the same way
8.10.D.4.b. Minimum yard setbacks	As adopted	Added “to accommodate a View Corridor consistent with the adopted Island Walk Design Criteria” to side setback	No additional changes	Added “but no less than 20 feet” after 20% of the lot width, and “Miami-Dade County Shoreline Development Action Review Criteria” to the consistency requirement.	No additional changes	
8.10.D.4.b. new (3) Flex setback for buildings with a pedestal and tower design.	Eliminated superfluous/irrelevant setbacks. Introduced and refined flex setback standards previously located under the Planned Residential Development Overlay *(3) Flex setback for buildings with a pedestal and tower design.* To promote creative design solutions to the building configurations, the Village Commission may allow a building tower (and pedestal, for sites involving only one lot) to encroach into the setbacks as per the following "flex box" criteria: (a) *Pedestal* shall be defined as that portion of a building under 100 feet in height. (b) *Tower* shall be defined as that portion of a building above 100 feet in height. (c) The maximum achievable floor area is calculated based upon the buildable “box” allowed under the regularly applicable setback regulations and the allowable height (the “Box Floor Area”). (d) The building may be designed to encroach onto regularly applicable setbacks, with the exception of the side setback that accommodates the View Corridor, provided the encroachment does not exceed thirty percent (30%) of the required setback and the total gross floor area of the building does not exceed the Box Floor Area. In calculating the total gross floor area, all square footage of any structure (whether exterior or interior) shall be included. (e) In no instance may any encroachment into any side yard setback be longer than one-third (1/3) of the distance between the front and rear setback. Balconies with railings or other physical containment, which do not exceed 42 inches in height are not included in the measurement of the wall length.		No additional changes to text of (3) from 6/21/23 version PZB changed (a) to: *Pedestal (aka podium)* shall be defined as that portion of a building up to 100 feet in height which contains the building’s structured parking and amenities. PZB changed (b) to *Tower* shall be defined as that portion of a building that starts at the top of the pedestal or podium. PZB changed (c) to: The maximum floor plate for buildings with a pedestal and tower design shall be 17,500 square feet. PZB added (d): The tower shall be stepped back an additional ten (10) feet from the face of the pedestal along any street frontage.	No additional changes	Added “of the tower portion of” before “building with a pedestal” in “(c)”	To clarify the applicability of this provision
8.10.D.4.c. Maximum density	As adopted except that the word “district” was added between “overall” and “density.” Pursuant to the Village’s Comprehensive Plan, the maximum base density permitted in RM -70 properties shall be seventy (70) units to the acre, except for properties receiving transferred development rights pursuant to Section 8.13, which shall be permitted to exceed the maximum base density by no more than thirty percent (30%). Receiver sites may be developed as otherwise permitted by this Unified Land Development Code, as may be amended from time to time, in combination with the development rights available to the site, provided that the overall district density is consistent with, and does not exceed, the overall density allowable by the Village’s Comprehensive Plan.	No additional changes	No additional changes	Added “all” in front of “RM -70 properties.	No additional changes	
8.10.D.4. former e, new d. Maximum base building height	As adopted: Maximum base building height: 150 feet	Clarified that height is measured “from BFE for the property plus freeboard, provided that the floor plate for all floors between 100 feet and 150 feet in height shall not exceed 20,000 square feet in gross floor area.”	PZB deleted “provided that the floor plate for all floors between 100 feet and 150 feet in height shall not exceed 20,000 square feet in gross floor area”	No additional changes	No additional changes	
8.10.D.4. former g, new f.	Changed minimum pervious area from 20% to 30% of the total parcel.	Added “Projects with buildings exceeding 240 ft in height shall provide a minimum pervious area of 35%” at the end of the statement.	PZB deleted “Projects with buildings exceeding 240 ft in height shall provide a minimum pervious area of 35%.”	No additional changes	Added minimum pervious area for front yard of 30%. Replaced language about grade-level area to read: “The minimum required pervious area shall be retained/provided at grade level.”	Added percent of permeability for front yard area and reworded for clarity.
8.10.D.4. new h. Green space	Introduced minimum green space requirement of 20% of the total lot area	Added that “At least 40% of the Front Yard area shall be Green Space.”	PZB deleted proposed front-yard green space percentage.	No additional changes	Added “and shall be landscaped” after “unobstructed Green Space”. And added that “On lots up to 22,400 square feet in size, at least thirty (25%) of the front yard area shall be maintained as green space.” Added that “On lots greater than 22,400	Changes in response to Mayor Latham’s and Vice Mayor Chervony’s comments regarding the need for adequate green space. Tiered approach based on parcel size by Staff to account for smaller parcerls. Included Commission flexibility to determine if reductions are appropriate.

					square feet in size, at least thirty-five percent (30%) of the front yard area shall be maintained as green space. Also allowed the Commission to waive or reduce the minimum required green space in the front yard of a project through the Site Plan approval process, if found appropriate, but requires that the reduction be provided elsewhere on the site.	
8.10.D.4. (new/deleted j.)	As adopted (i.e., no FAR)	Introduced FAR provision (from PRD: "No structure shall contain a FAR of greater than 3.0 for one lot; 3.75 for two lots; and 4.00 for three lots.")	Deleted proposed FAR provision	No additional changes	No additional changes	
8.10.D.5. Additional required features and requirements	a. Public access boardwalk as required by the Miami-Dade County Shoreline Review Committee and by North Bay Village per Sec. 8.17.O. (Developer shall dedicate an easement to the Village conveying the boardwalk and a public access corridor). b. All exterior paving surfaces, except for covered parking garages, shall be constructed of ~~brick pavers~~ permeable materials. 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 the lot, if approved by the Director of Public Works (or his or her designee), based on the porosity of the material used, and the amount (percent) of annual rainfall that will pass through the material. c. ~~A water feature~~Artwork and art installations shall be provided in the front and within the Island Walk portion of each development. Preference should be given to local artists and interactive experiences that highlight Florida's cultural, ecological, and historic assets. Artwork should be place in a manner that does not encumber access to or views of the waterfront. The proposed location and character of all artwork shall be considered during the Site Plan approval. d. Developments shall comply with existing landscaping requirements, as well as changes implemented in the future to conform to contiguous developments and landscaping plans implemented for the causeway and interior island areas. e. Developments shall provide ~~streetscape benches~~furnishings and pedestrian amenities along the~~ boardwalk areas~~Island Walk per Section 8.17.O, Island Walk Standards. f. All parking garages shall be constructed with architectural features that hide them from public view (glass, screening, greenery etc.) pursuant to Subsections. 9.3.E. and L. g. Lighting shall be provided in all areas in the front of development where trees are planted. h. Properties developed pursuant to a transfer of development rights pursuant to Section 8.13 shall be required to achieve at least ~~twenty four (24~~thirty (30) green building and design points pursuant to the standards of Section 8.21.	No additional changes	No additional changes	No additional changes	Added items i. through m. i. Landscaped green space shall be used to delineate existing and proposed structures, parking areas, driveways and other vehicular use areas, sidewalks and walkways, utilities, and/or easements on the property. j. Building forms shall be varied to avoid monotony but shall be sensitive to the profiles of adjacent buildings and shall locate second and third stories adequately to reduce the apparent overall scale of the building. k. The front building elevation shall provide a minimum of thirty percent (30%) of wall openings/transparency at the ground level (either windows, doors or transitional spaces defined by porches, porticoes or colonnades). l. The massing of the buildings resulting from volumetric distribution according to the dimensional requirements, shall provide for adequate light-plane access in between buildings, even if maximum build-out occurs. m. Main entries shall be prominent and oriented to the street and rendered in appropriate scale relative to adjacent buildings as well as the individual building.	Added i. in response to Vice Mayor Chervony's comment regarding landscape in the front yard. Additional standards added in response to Mayor Latham's comment about ensuring good quality development.
8.10.D.6. Special exception for certain undersized parcels	(1) An undersized parcel shall be any development site or property that does not meet the minimum base lot size of 27,000 square feet or 70 feet of lot frontage.	No additional changes	Changed minimum base lot size to 15,000 square feet and lot frontage to 75 feet.	No additional changes	Deleted	Entire undersized parcel subsection 8.10.D.6. deleted in response to Commissioner Streitfeld's direction to treat all parcels the same
	(2) Minimum lot size for undersized parcels: Area – 10,80011,200 square feet Frontage – 3070 feet	No additional changes	Deleted	No additional changes	No additional changes	Adjusted standard lot size in 8.10.D.1. to account for existing parcels with 11,200 square feet in area and 80 feet in frontage
	(~~32~~) Minimum yard setbacks shall be the same as specified in Section 8.10.D.4.b. ~~provided that existing buildings, which were completed prior to April 1, 1983, (existing structures) and were lawfully constructed so that any existing setback encroaches into the setback area prescribed by current law but not in excess of 33 1/3 percent of the current setback requirements (nonconforming setback) shall be subject to the provisions of subsection (c.(4) hereafter.~~	No additional changes	Adjusted minimum yard setback exceptions, including reducing interior side setback to 7.5 ft; allowing reduction of second interior side setback through an exception from MDCSR; and reduced minimum total combined side setback to 15 ft.	No additional changes	Deleted	Entire undersized parcel subsection 8.10.D.6. deleted in response to Commissioner Streitfeld's direction to treat all parcels the same
	(~~43~~)Maximum density for undersized parcels shall be limited to six (6) units for properties with a lot area of 11,200 square feet. These density limitations can be increased up to the maximum allowable density established in Section 8.10.D.4.c of 70 units per acre through ~~as prescribed in Section 8.10.D.4.c. except that~~ ~~(a) on minimum undersized parcels of 10,800 square feet in area and frontage of 30 feet, there shall be a maximum of six (6) residential units;~~ ~~(b) in the case of undersized parcels which exceed the minimum required lot area of 10,800 square feet and the minimum required frontage of 30 feet, in addition to six (6) units there shall be allowed one (1) unit for each whole 750 square feet of land area in excess of the minimum required lot area of 10,800 square feet~~a transfer of density rights pursuant to Section 8.13 from sending sites located on Harbor Island, and only upon approval from the Village Commission.	(43) Notwithstanding the ~~M~~maximum base density allowed in the RM-70 zoning district, undersized parcels shall be limited to six (6) units, except that the permitted number of units may be increased up to the maximum base density of 70 units per acre through either~~as prescribed in Section 8.10.D.4.c. except that~~ ~~(a) on minimum undersized parcels of 10,800 square feet in area and frontage of 30 feet, there shall be a maximum of six (6) residential units;~~ ~~(b) in the case of undersized parcels which exceed the minimum required lot area of 10,800 square feet and the minimum required frontage of 30 feet, in addition to six (6) units there shall be allowed one (1) unit for each whole 750 square feet of land area in excess of the~~	Deleted	No additional changes	No additional changes	

		~~minimum required lot area of 10,800 square feet~~a one of the following methods: (a) via a transfer of density pursuant to Section 8.13 from sending sites located on Harbor Island, with approval from the Village Commission; or (b) the proposed development commits to providing 100% of the units for workforce housing, as defined in this code, for a minimum period of 10 years.				
8.10.D.6. Special exceptions for certain undersized parcels	(4) Maximum building height on undersized parcels. (a) The maximum building height on ~~minimum~~ undersized parcels consisting of one (1) platted lot as of the effective date of this ordinance shall be three (3) stories or 36 feet ~~above code approved grade, whichever is less~~from BFE for the property plus freeboard. ~~Except , in the event an existing structure is the subject of a nonconforming setback, the new covered or roofed area of the third floor (if there is one) shall be reduced in area on the basis of one and five-tenths percent (1.5%) of the area of the second floor for each foot of nonconforming encroachment into the setback area.~~ (b) The maximum building height on undersized parcels which consist of more than one (1) platted lot as of the effective date of this ordinance ~~exceed the minimum required lot area of 10,800 square feet and minimum frontage of 30~~70 ~~feet~~ shall be ~~one (1) floor for each whole 1,750 square feet of land area in excess of the minimum required lot area of 10,800 square feet, not to exceed~~ six (6) stories or 72 feet from BFE for the property plus freeboard ~~above code approved grade, whichever is less~~. (c) Provided further, as to buildings newly constructed under the provisions of this ULDC, grade level beneath the building parking not exceeding ten (10) feet in height shall not be included in the height limitation herein imposed.	Changed (a) to: The maximum building height on ~~minimum~~ undersized parcels ~~consisting of one (1) platted lot as of the effective date of this ordinance~~ ~~shall be~~ is three (3) stories or 36 feet ~~above code approved grade, whichever is less~~from BFE for the property plus freeboard, except as modified below. Changed (b): The maximum building height of development on undersized parcels for which ~~exceed the minimum required lot area of 10,800 square feet and minimum frontage of 30 feet~~ shall be ~~one (1) floor for each whole 1,750 square feet of land area in excess of the minimum required lot area of 10,800 square feet, not to exceed~~ a density transfer is approved pursuant to the Sec. 8.13 through Commission approval of a site plan may develop to a maximum building height of six (6) stories or 72 feet from BFE for the property plus freeboard ~~above code approved grade, whichever is less~~. Added new (c) The maximum building height of development on undersized parcels which are developed with 100% of the units as workforce housing, as defined in this code, is six (6) stories or 72 feet from BFE for the property plus freeboard.	Changed the maximum building height in (a) to 50 feet Deleted (b) and (c) Renumbered previous (d) to (b) and revised to clarify exemption of grade-level parking from measure of building height to be for grade-level parking beneath the first habitable floor.	No additional changes	Deleted	See above
8.10.D.6. Special exceptions for certain undersized parcels	(5) Minimum pervious area: twenty-five percent (25%) ~~percent~~ of the total lot area shall be retained as pervious area and shall be landscaped and maintained. (6) Minimum floor area of the units shall be as prescribed in Section 8.10.D.4.5~~h~~. (7) Offstreet parking: The offstreet parking requirements as set forth in Sections 9.1 through 9.3 shall apply to buildings under this section ~~except that every dwelling unit, regardless of size, shall require two (2) parking spaces~~. (8) All Village and County landscaping requirements shall be fully applicable to buildings under this section. (9) Public access boardwalk requirements per Sec. 8.17.O. shall be fully applicable to developments under this section.	No additional changes	No additional changes	Renumber former items (5) through (8) as (4) through (7) and added “except as otherwise provided in these regulations” to renumbered item (8).	Deleted	See above
8.10.D.7. Planned Residential Development (PRD) Zoning Overlay	Deleted	No additional changes	No additional changes	No additional changes	No additional changes	
8.12.B Bonus Height	No change from current/adopted	B. Maximum bonus height 1. Except for undersized parcels in RM-70, t ~~T~~he maximum building height (with bonus) that may be approved according to this section is 240 feet, provided that the floor plate for all floors between 150 feet and 240 feet in height shall not exceed 15,000 square feet in gross floor area. 2. Properties in the RM-70 District that are one (1) acre or less and receiv~~e~~ing tr~~ansferred~~ development rights pursuant to Section 8.13 ~~shall be entitled to receive~~ may obtain approval from the Village Commission for additional building height of up to thirty percent (30%) above the maximum permitted height (up to 312 feet with the application of all bonuses) to accommodate the transferred density, provided that the floor plate for all floors between 240 feet and 312 feet shall not exceed 12,000 square feet in gross floor area.	1. Deleted the limitation of floorplate for floors between 150 feet and 240 feet in height to 15,000 square feet in gross floor area. 2. Deleted the limitation of floorplate for floors between 240 and 312 feet on properties one (1) acre or less to 12,000 square feet in gross floor area.	No additional changes	No additional changes	
8.12.C Bonus Height	As adopted	No additional changes	No additional changes	No additional changes	Changed C., Fees to require 50% nonrefundable deposit (instead of current 10%) payable within 90 days of site plan approval by the Village Commission	Modified by Staff to align better with Village objectives of early payment (50% at building permit still refundable).

8.13. new B.	Added language emphasizing that only density rights from Village properties located within Harbor Island may be transferred within Harbor Island.	No additional changes	No additional changes	No additional changes	No additional changes	
8.13. relabeled B to C. Transfer of Density Rights - Approval	C. Approval of Transfer of Density Rights and Additional Building Height Emphasized authority of the Village Commission to approve or deny any additional "density and related additional" building height resulting from transfer of density rights during site plan review and added that "the Village Commission may only approve the additional height" upon a finding that it results in a reduction to the allowable floor plate of the tower.	Deleted "The Village Commission may only approve the additional height upon a finding that the additional building height results in a reduction to the allowable floor plate of the tower."	No additional changes	No change form 7/13/23 version	Added "Density rights transfer requests shall be addressed on a first-come, first-served basis" before "A copy of each update shall be filed by the Village Clerk."	Added language for clarity.
8.13. relabeled D. Transfer of Density Rights - Fees	~~C~~D. Fees 1. The applicant shall pay a Community Contribution Fee per transferred ~~dwelling unit~~density right 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 to time.	Added "nonrefundable" after "pay a" Added item 2. "Should the Site Plan approval expire, the transferred density rights revert to North Bay Village."	Deleted "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 to time" and inserted new payment schedule similar to the payment schedule associated with community contributions for density bonuses in the T6 transect zone. Added separate statement regarding non-refundable nature of TDRs.	Added "equivalent to one dwelling unit" after "density right"	Reinstated "The applicant shall pay a Community Contribution Fee 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 to time."	In response to Commission feedback
8.14 Shoreline Accessibility	All properties in the RM-70 ~~and CG~~ district~~s~~ contiguous to Biscayne Bay and its natural tributaries shall provide and maintain a shoreline walkway adjacent to and parallel to the riparian right-of-way, designed and constructed in a manner consistent with the Island Walk Standards referenced in Section 8.17.O, as may be amended from time to time. The ~~shoreline walkway~~Island Walk shall be provided continuously along the water for the full width of the property ~~and shall be at least 10 feet wide~~. ~~For shoreline accessibility and view corridor standards within the T6-24 and T6-30 Urban Core District, see Chapter 15, Section 15.3.g.~~ In addition, all properties in the RM-70 and CG districts contiguous to Biscayne Bay are subject to the following: A. Prior to, or concurrent with, site plan approval, the Village Commission shall have the authority to allow the ~~shoreline walkway~~Island Walk to be provided in the riparian right-of-way in lieu of providing the shoreline walkway upland on the subject property, conditional on approval by DERM. B. A ~~5-foot-wide~~ public access connection walkway of a width consistent with the Island Walk Standards shall be provided and maintained between the shoreline walkway and the public right-of-way. C. All developments contiguous to Biscayne Bay and its natural tributaries shall be subject to review and approval by the Miami-Dade County Shoreline Review Committee.	No additional changes	No additional changes	Added "Except as otherwise provided in these regulations" at the beginning of item B.	No additional changes	
8.16.b. Accessory Uses and Structures	Transferred accessory use language from Sec. 8.10.D., adding detail about types of uses, adding floor area caps (ratio) and introducing requirement for additional parking. In RM-70 multifamily residential districts, the following accessory uses may be permitted: (1) Support. Building management offices within structures containing eight (8) or more dwellings units. (2) Nonresidential. Professional and personal service Uses of an Ancillary Nature within structures containing 100 or more dwelling units, subject to the following conditions: (a) Access to such nonresidential facilities shall be only inside the building. (b) There shall be no external advertising signs, display windows or entrances., provided, however, that (c) The area of such nonresidential uses shall not exceed 0.05 floor area ratio of the structure. (3) Within structures containing 300 or more dwelling units, nonresidential uses including professional and personal services, as well as small-scale neighborhood-serving retail, may be permitted with external entrances, external signs and display windows subject to the following conditions: (a) The signs shall not abut or face a public right-of-way and cannot be readable from the public right-of-way. (b) Such external signs shall be affixed flat against the facade or awning canopy of the commercial space occupied by the nonresidential use; (c) Such external signs shall not exceed in area ten percent (10%) of the area of the facade of the space occupied by the nonresidential space; (d) Such external signs shall be compatible as to materials, background and style with all adjacent and contiguous nonresidential facilities with the overall design character of the structure;	Added "including coffee shops" to accessory uses permitted under (2) Added cap of 10,000 sf to (2)(c) and (3)(d) Changed number of units from 300 back to 400 under (3).	No changes	No additional changes	Upon defining "Professional Service" and "Personal Service" in Ch. 3, the list of permitted uses in 8.16.b. was further detailed according to project scale. For projects between 100 and 399 units, professional service excludes any of a medical nature, including veterinary services; and personal care is limited to hair care and aesthetics services (such as salons and spas), fitness conditioning (such as personal training or Pilates studios), pet grooming and laundry pick-up/drop-off. Access from the Island Walk was added, and the maximum area was converted to a percentage (instead of a ratio) and reduced from 10,000 sf to 8,000 sf. For buildings with 400 units or more, certain types of small-scale neighborhood-serving retail (such as flower shops, convenience goods, daycare, and various kinds of food shops) were added to professional and personal service uses, along with restaurants offering waterfront dining. Uses accessible from the Island walk and conversion of maximum area to a percentage of net square footage	Based on feedback received from the Commission: 1. add clarity to types of uses allowed 2. strive for services that help neighborhood self-sufficiency 3. allow access to uses from the Island Walk 4. establish cap on amount of nonresidential accessory uses as a percentage of square footage

	(e) The area of such nonresidential uses shall not exceed 0.05 floor area ratio of the structure; and (g) Additional parking shall be provided within the development at the ratios established for the specific nonresidential uses in Sec. 9.3 of the ULDC.					
8.17.O. Island Walk Standards	1. A~~a~~ll waterfront properties on Harbor Island and properties located along the north and east shorelines of Treasure island~~, from the 1415 Parcel East to the NE 79th Street Causeway Bridge~~, upon and as part of their development or substantial redevelopment, shall be required to design and construct the respective portion of the Island Walk according to design criteria and standards established in the island Walk Design Criteria Project Memorandum….			Added "Except as otherwise provided in these regulations" in front of "all waterfront properties on Harbor Island…"	No additional changes	

Chapter 9

Section	Draft as presented by Staff to PZB on 6/21/23	Draft as presented by Staff to PZB on 7/13/23 based on 6/21/23 comments	Changes introduced by PZB on 7/13/23	Additional changes introduced by Staff following 7/13/23 PZB meeting	Changes made by Staff in response to 7/19/23 Commission feedback	Notes to Changes following Commission discussion
9.3.C. Minimum number of off-street parking spaces required	Introduced maximum parking requirement for all multifamily residential (except transect).	No additional changes	No additional changes	No additional changes	No additional changes	
9.3.E Design standards	No change from current/adopted	No additional changes	No additional changes	Deleted compact parking space exception which allows up to 20% spaces in a project to be set aside for compact cars	No additional changes	The use of compact parking spaces only for compact cars is not enforceable by city and often not enforced by the building owner.
9.3.I. Structured Parking Facilities	No change from current/adopted	No additional changes	No additional changes	No additional changes	Added minimum floor to ceiling clearance of 9 feet and additional standards to facilitate conversion of parking garages in the future, if appropriate	Based on Vice Mayor Chervony's concern regarding clearance
9.3.J. Mechanical parking lifts with valet parking serving legal non-conforming residential development in the RM-70 district	Eliminated language limiting to nonconforming residential development in the RM-70 district, and switch to a space-efficient parking approach. Modernized standards to current state of the art.	No additional changes	No additional changes	No additional changes	No additional changes	
9.4.A. Off-street loading and unloading	Added passengers to cargo that loads and unloads at multifamily residential and mixed-use buildings and established distinctions between different types of loading zones	No additional changes	No additional changes	No additional changes	No additional changes	
9.4.C.	Clarified ingress and egress standards	No additional changes	No additional changes	No additional changes	No additional changes	

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - SEPT. 28, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

09/18/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
18 day of SEPTEMBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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 SECOND REGULAR MEETING ON SEPTEMBER 28, 2023 AT APPROXIMATELY 6:30 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:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC , TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF REGULARLY APPLICABLE PARKING REQUIREMENTS; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

9/28/2023

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER DENSITY RIGHTS FOR 16 DWELLING UNITS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; 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; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) BY COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $10,000,000 OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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 IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 844 4526 6697
PASSCODE: 211503

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) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). 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 .

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9/28/2023

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE 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. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
9/18

23-59/0000684419M

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ITEM NO. 13.C

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: September 28, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: An Ordinance Amending the Zoning of Certain Parcels to "South Kennedy Special Area Plan" and Amending the ULDC to Create "Appendix B, South Kennedy Special Area Plan" - *Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP, LEED AP)*

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: At their July 27, 2023 meeting, the Planning and Zoning Board unanimously voted to recommend approval of the proposed code amendment and related rezoning to the Village Commission.

BACKGROUND AND ANALYSIS

Please refer to the enclosed report and attachments.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT
N/A

ATTACHMENTS
Attachment 1_SHOMA_Survey.pdf
Attachment 2_South Kennedy Special Area Plan Application.pdf
Attachment 3_Appendix B to Chapter 15, South Kennedy SAP (UPDATED VC).pdf
Attachment 4_Proposed Site Plan and Arch Set.pdf
Attachment 5_SHOMA BAY - SUN STUDY.pdf
Attachment 6_Amended North Bay Village Zoning Map.pdf
Attachment 7_Ord Rezoning to South Kennedy SAP and Amending_ULDC (VC).docx
Attachment 8_Proposed Cpt. 15 Text Amdts. (Appendix B_UPDATED PZB).docx
DBR 07.06.23 Publication.pdf
Staff Report_South Kennedy Special Area Plan_Shoma (VC_092823).pdf
DBR Meeting Notice 09.28.23.pdf

NOTES:

1. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. MIAMI–DADE COUNTY BENCHMARK P–313–1970; ELEVATION: 5.27 FEET.
3. THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF AE, BASE FLOOD ELEVATION 8 & 9 FEET, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12086C0307L, WITH A DATE OF IDENTIFICATION OF 9/11/09, FOR COMMUNITY NO. 120654, IN MIAMI–DADE COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
4. THIS SITE LIES IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI–DADE COUNTY, FLORIDA.
5. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE WEST RIGHT–OF–WAY LINE OF EAST TREASURE DRIVE BEING S01°37'08"E.
6. REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
7. THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
8. TOTAL NUMBER OF CLEARLY IDENTIFIABLE PARKING SPACES ON THE SUBJECT PROPERTY IS 232 (228 REGULAR AND 4 DISABLED).
9. THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, ORDER NO. 10380290, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED 03/14/2022 AT 11:00 PM, REVISION A, DATED 4/14/22, SW. THE FOLLOWING ITEMS ARE EXCEPTIONS IN SCHEDULE B SECTION II OF SAID COMMITMENT:
   - ITEMS 1, 2, 3, 4 & 5: STANDARD EXCEPTIONS, NOT ADDRESSED.
   - ITEM 6: PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATIONS IN DEED NO. 17274–A IN DEED BOOK 983, PAGE 1, AS CORRECTED BY DEED NO. 17274–B AND DEED NO. 17806–A IN DEED BOOK 2936, PAGE 45, APPLY TO THIS SITE BUT CANNOT BE PLOTTED (AS TO PARCELS 1 & 2).
   - ITEM 7: EASEMENT IN O.R.B. 1000, PAGE 489, APPLIES TO THIS SITE AS DEPICTED HEREON (AS TO PARCELS 1 & 2).
   - ITEM 8: EASEMENTS AND PROVISIONS IN COVENANT IN O.R.B. 13220, PAGE 2712, APPLY TO THIS SITE AS DEPICTED HEREON (AS TO PARCEL 1).
   - ITEM 9: EASEMENTS, TERMS AND PROVISIONS IN EASEMENT AGREEMENT IN O.R.B. 13387, PAGE 2185, APPLY TO THIS SITE AS DEPICTED HEREON (AS TO PARCEL 1).
   - ITEM 10: COVENANT RUNNING WITH THE LAND IN O.R.B. 16914, PAGE 870, AS AMENDED BY FIRST AMENDMENT TO COVENANT RUNNING WITH THE LAND IN O.R.B. 31243, PAGE 4309, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED (AS TO PARCEL 1).
   - ITEMS 11 & 12: NOT ADDRESSED.
10. ALL RECORDED DOCUMENTS ARE PER MIAMI–DADE COUNTY RECORDS.
11. THE LEGAL DESCRIPTION WAS MODIFIED TO CORRECTLY DESCRIBE THE CURVE MENTIONED ON THE EASTERLY SOUTH BOUNDARY OF THIS SITE(NON–TANGENT CURVE).
12. THE PROPERTY DESCRIBED HEREIN IS WHOLLY CONTAINED IN WITHIN THE PROPERTY DESCRIBED IN CHICAGO TITLE INSURANCE COMPANYU COMMITMENT NO. 10380290 WITH AN EFFECTIVE DATE OF 3/14/2022 AT 11:00 PM, REV A, 4/12/2022 AND ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.
13. THE WAS NO EVIDENCE OF THE SITE USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
14. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES; THAT THERE ARE NO VISIBLE ENCROACHMENTS ON THE SUBJECT PROPERTY OR UPON THE LAND ABUTTING SAID PROPERTY EXCEPT AS SHOWN HEREON.
15. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH LAWS REGULATING SURVEYING IN THE STATE OF FLORIDA.
16. THE PROPERTY SHOWN HEREON HAS DIRECT ACCESS TO 79th STREET CAUSEWAY (STATE ROAD NO. 984) (NORTH BAY CAUSEWAY), A DEDICATED PUBLIC STREET OR HIGHWAY, MAINTAINED BY THE STATE OF FLORIDA.
17. EXCEPT AS SHOWN, ALL VISIBLE UTILITIES SERVING THE SUBJECT PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR RECORDED PUBLIC UTILITY EASEMENTS.
18. THE SURVEYOR CURRENTLY IS COVERED BY A PROFESSIONAL LIABILITY POLICY IN THE AMOUNT OF $2,000,000.
19. ENCROACHMENTS AS FOLLOWS:
    A) FENCE AND PORTION OF ASPHALT PARKING LOCATED UPON 4' UTILITY EASEMENT IN O.R.B. 1000, PAGE 489, ALONG THE SOUTH BOUNDARY.
    B) CLEANOUTS, METERS, MONITORING WELLS, SIGNS, HAND HOLES, CATCH BASINS, SEWER LINES, GUY ANCHORS, POWER POLES AND OVERHEAD WIRES WITHOUT BENEFIT OF KNOWN EASEMENTS.
20. THERE ARE NO PARTY WALLS ON THIS SITE.
21. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
22. THERE ARE NO KNOWN PROPOSED CHANGES TO STREET RIGHT OF–WAY LINES. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
23. THERE ARE NO PLOTTABLE OFFSITE EASEMENTS.

ZONING INFORMATION:

1. THIS SITE IS ZONED KENNEDY BOULEVARD DISTRICT (KBD)
2. BUILDING RESTRICTIONS:
   - SETBACK REQUIREMENTS: FRONT: 10 FEET FOR FIRST 5 STORIES ALONG PRIMARY FRONT (KENNEDY CAUSEWAY); 25 FEET FOR FIRST 5 STORIES ALONG SECONDARY FRONT (EAST TREASURE DRIVE); 0 FEET ALONG WESTERN SIDE FOR FIRST 5 STORIES; 5 FEET FOR SOUTHERN SIDE FOR FIRST 5 STORIES. ADDITIONAL 10 FOOT STEPBACK IS REQUIRED ABOVE THE 5TH STORY AND A FURTHER 5 FOOT STEPBACK IS REQUIRED ABOVE THE 15TH STORY.
   - MINIMUM LOT AREA: 10,000 SQUARE FEET MINIMUM; MINIMUM LOT WIDTH: 100 FEET.
   - BUILDING HEIGHT: MINIMUM HEIGHT OF 2 STORIES; MAXIMUM HEIGHT IS 24 STORIES OR 240 FEET. MAXIMUM PEDESTAL HEIGHT IS 5 STORIES. THE PROJECT'S SAP APPROVAL PERMITS A HIGHER PARKING GARAGE PEDESTAL HEIGHT THAN TYPICALLY PERMITTED.
   - PARKING: PARKING STRUCTURE SHALL NOT EXTEND BEYOND THE HEIGHT OF THE PEDESTAL (5 STORIES). THE SAP APPROVED FOR THE PROJECT PROVIDES SPECIFIC PARKING REQUIREMENTS FOR THE PROJECT WITH WHICH THE PROJECT COMPLIES. A TOTAL OF 475 PARKING SPACES ARE REQUIRED AND 666 PARKING SPACES ARE PROVIDED. (COMBINED SITES)
   - DENSITY RESTRICTIONS: MAXIMUM DENSITY OF 150 DWELLING UNITS PER ACRES SO LONG AS THE TOTAL UNITS ARE SET ASIDE FOR NON–SUBSIDIZED WORKFORCE HOUSE.
   - LOT COVERAGE: MINIMUM OPEN SPACE ARE OF 10% OF LOT AREA.
3. THE RESTRICTIONS SHOWN ABOVE ARE PER THE SITE PLAN OF COMBINED EAST AND WEST PROPERTIES PER GUNSTER, YAOKLEY & STEWART, P.A. LAND USE AND ZONING OPINION LETTER DATED APRIL, 2022.

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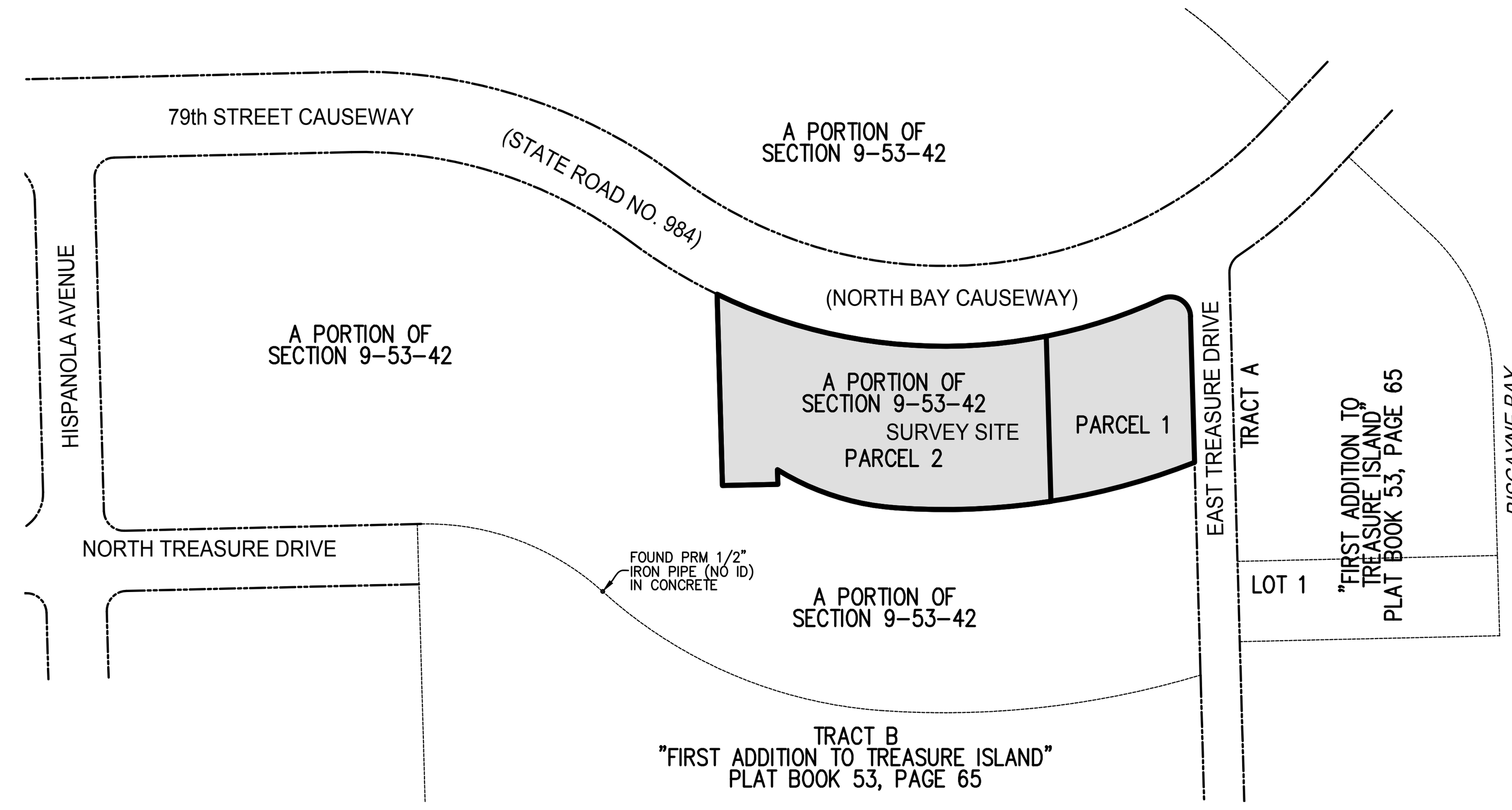


VICINITY MAP
NOT TO SCALE

TREE TABLE

Tree #	Scientific Name	Common Name	DBH - in.	Height - ft. (Palms - CT)	Canopy (Dia. Ft.)	Canopy (Sq. ft.)	Condition	Disposition
1	*Ficus benjamina*	Ficus	5	22	10	79	Invasive	Remove
2	*Ficus benjamina*	Ficus	8	23	15	177	Invasive	Remove
3	*Ficus benjamina*	Ficus	8	22	14	154	Invasive	Remove
4	*Ficus benjamina*	Ficus	8	20	18	254	Invasive	Remove
5	*Ficus benjamina*	Ficus	11	26	13	133	Invasive	Remove
6	*Ficus benjamina*	Ficus	9	25	12	113	Invasive	Remove
7	*Ficus aurea*	Ficus	9	40	55	2375	Fair	Remove
8	*Podocarpus gracilor*	Weeping Podocarpus	6	16	14	154	Fair	Remove
9	*Schinus terebinthifolia*	Brazilian Pepper	26	27	30	707	Invasive	Remove
10	*Schinus terebinthifolia*	Brazilian Pepper	30	20	40	1256	Invasive	Remove
11	*Schinus terebinthifolia*	Brazilian Pepper	24	19	14	154	Invasive	Remove
12	*Schinus terebinthifolia*	Brazilian Pepper	24	20	15	177	Invasive	Remove
13	*Schinus terebinthifolia*	Brazilian Pepper	8	25	18	254	Invasive	Remove
14	*Schinus terebinthifolia*	Brazilian Pepper	24	12	15	177	Invasive	Remove
15	*Schinus terebinthifolia*	Brazilian Pepper	14	16	18	254	Invasive	Remove
16	*Schinus terebinthifolia*	Brazilian Pepper	29	22	17	227	Invasive	Remove
17	*Bischofia javanica*	Bischofia	4	12	10	79	Invasive	Remove
18	*Schinus terebinthifolia*	Brazilian Pepper	8	15	12	113	Invasive	Remove
19	*coccoloba uvifera*	Seagrape	29	25	23	415	Fair	Remove
20	*Schinus terebinthifolia*	Brazilian Pepper	30	30	20	314	Invasive	Remove
22	*Sabal palmetto*	Cabbage Palm	12	14	15	177	Fair	Remove
23	*Sabal palmetto*	Cabbage Palm	14	10	25	491	Good	Remove
24	*Sabal palmetto*	Cabbage Palm	12	25	12	113	Good	Remove
25	*Sabal palmetto*	Cabbage Palm	12	23	10	79	Good	Remove
26	*Tabebuia caraiba*	Yellow Tabebuia	13	22	15	177	Fair	Remove
27	*Cocos nucifera*	Coconut Palm	9	25	15	177	Fair	Remove
28	*Tabebuia caraiba*	Yellow Tabebuia	9	15	8	50	Fair	Remove
29	*Sabal palmetto*	Cabbage Palm	17	10	10	79	Fair	Remove
30	*Tabebuia caraiba*	Yellow Tabebuia	15	18	15	177	Fair	Remove
31	*Tabebuia caraiba*	Yellow Tabebuia	6	8	10	79	Fair	Remove
32	*Sabal palmetto*	Cabbage Palm	12	22	10	79	Good	Remove
33	*Sabal palmetto*	Cabbage Palm	12	25	10	79	Good	Remove
34	*Sabal palmetto*	Cabbage Palm	10	25	12	113	Good	Remove
35	*Sabal palmetto*	Cabbage Palm	12	20	10	79	Good	Remove
36	*Tabebuia caraiba*	Yellow Tabebuia	7	18	10	79	Fair	Remove
37	*Tabebuia caraiba*	Yellow Tabebuia	15	27	25	491	Fair	Remove
38	*Tabebuia caraiba*	Yellow Tabebuia	17	29	20	314	Fair	Remove
39	*Tabebuia caraiba*	Yellow Tabebuia	12	10	10	79	Fair	Remove
40		Uprooted	N/A	N/A	N/A	N/A	Uprooted	Remove
41	*Ficus benjamina*	Ficus	14	25	25	491	Invasive	Remove
42	*Ficus benjamina*	Ficus	8	23	15	177	Invasive	Remove
43	*Ficus benjamina*	Ficus	8	10	5	20	Invasive	Remove
44	*Ficus benjamina*	Ficus	7	12	10	79	Invasive	Remove
45		Dead	N/A	N/A	N/A	N/A	Dead	Remove
46	*Sabal palmetto*	Cabbage Palm	12	30	10	79	Fair	Remove
47	*Sabal palmetto*	Cabbage Palm	14	17	11	95	Fair	Remove
48	*Sabal palmetto*	Cabbage Palm	12	17	12	113	Fair	Remove
49	*Sabal palmetto*	Cabbage Palm	7	10	8	50	Fair	Remove
50	*Sabal palmetto*	Cabbage Palm	10	18	10	79	Fair	Remove
	Total Square Footage Removed					6265		

LEGAL DESCRIPTION: (PER COMMITMENT)

PARCEL 1:
A PORTION OF THE SOUTHEAST ONE–QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE MAP OF HIGHWAY RIGHT–OF–WAY OF PROPOSED NORTHEAST SEVENTY–NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI –DADE COUNTY, FLORIDA; THENCE N88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT–OF–WAY FOR 1560.00 FEET; THENCE S 01°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT–OF–WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT–OF–WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGEL OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AND ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT–OF–WAY LINE OF EAST TREASURE DRIVE; THENCE S01°37'08" E ALONG SAID RIGHT–OF–WAY LINE OF 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET; AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT–OF–WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT–OF–WAY LINE OF 79TH STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT–OF–WAY LINE OF EAST TREASURE DRIVE AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES. LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI–DADE COUNTY, FLORIDA.

PARCEL 2:
A PORTION OF THE SOUTHEAST ONE–QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE–HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE MAP OF HIGHWAY RIGHT–OF–WAY OF PROPOSED NORTH–EAST SEVENTYNINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT–OF–WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT–OF–WAY OF SAID SEVENTY–NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT–OFWAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT ON THE ARC OF A NON–TANGENT CURVE TO THE RIGHT FROM WHICH A RADIAL LINE BEARS N 08°55'50" W; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI–DADE COUNTY, FLORIDA AND CONTAINING A TOTAL OF 121,914 SQUARE FEET (2.7988 ACRES), MORE OR LESS.

CERTIFICATION:

TO S3 RE NORTH BAY FUNDING LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS; SHOMA NORTH BAY VILLAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY; CHICAGO TITLE INSURANCE COMPANY; ERRA LAW; GUNSTER, YAOKLEY & STEWART, P.A.:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11, 13, 14, 16, 17, 18, 19 & 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 6/1/22.

DATE OF PLAT OR MAP: 6/1/22

John F Pulice

Digitally signed by John F Pulice
Date: 2023.07.03 11:57:08 -04'00'

☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
STATE OF FLORIDA

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

SHEET 1 OF 2

NO.	REVISIONS	BY
5		
4	#69962 UPDATE SURVEY–6/1/22	B.B./J.S
3	UPDATE TITLE COMMITMENT–4/27/21	L.H.
2	#67514–TREE SURVEY–08/27/20	L.H.
1	#66755–ORIGINAL SURVEY–01/14/20	L.S.

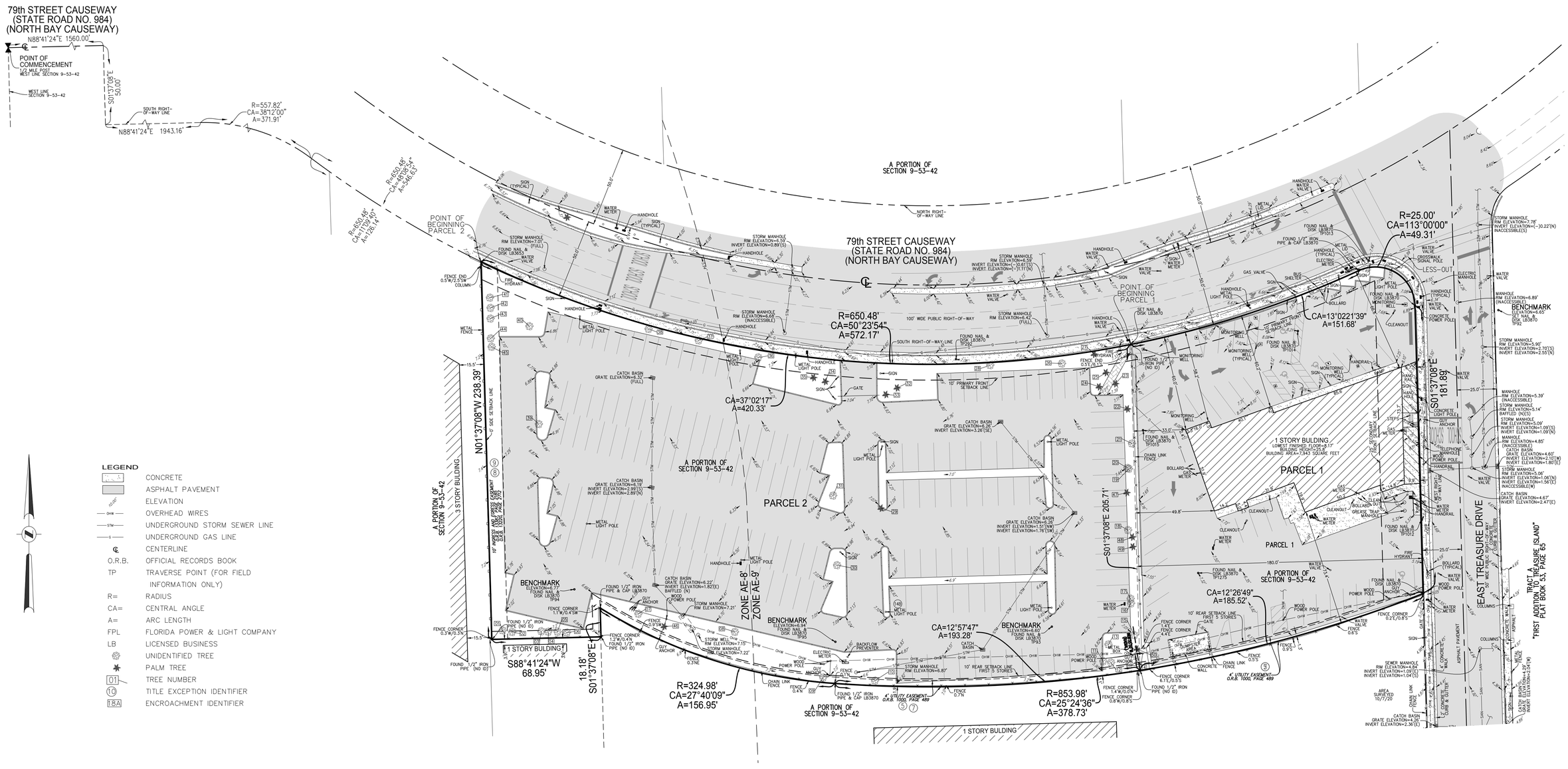
NORTH BAY VILLAGE SITE
1872 NE 79th STREET CAUSEWAY,
NORTH BAY VILLAGE, FLORIDA 33141
(CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY)

BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY

PLS

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572–1777
FAX: (954) 572–1778
E–MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: L.S.	SCALE: 1" = 30'	CLIENT: SHOMA GROUP
CHECKED BY: J.F.P.	SURVEY DATE: 6/1/22	ORDER NO.: 69962



LEGEND

- CONCRETE
- ASPHALT PAVEMENT
- 10.00' ELEVATION
- OHW OVERHEAD WIRES
- STM UNDERGROUND STORM SEWER LINE
- G UNDERGROUND GAS LINE
- ℄ CENTERLINE
- O.R.B. OFFICIAL RECORDS BOOK
- TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- R= RADIUS
- CA= CENTRAL ANGLE
- A= ARC LENGTH
- FPL FLORIDA POWER & LIGHT COMPANY
- LB LICENSED BUSINESS
- UNIDENTIFIED TREE
- PALM TREE
- 01 TREE NUMBER
- 10 TITLE EXCEPTION IDENTIFIER
- 18A ENCROACHMENT IDENTIFIER

0' 30' 60' 90'

GRAPHIC SCALE
1"=30'

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ALL RIGHTS RESERVED. NO PART OF THIS SURVEY MAY BE REPRODUCED, IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING FROM AN OFFICER OF PULICE LAND SURVEYORS, INC.

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

NORTH BAY VILLAGE SITE
1872 NE 79th STREET CAUSEWAY
NORTH BAY VILLAGE, FLORIDA 33141
(CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY)

BOUNDARY,TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: L.S.	SCALE: 1" = 30	CLIENT: SHOMA GROUP
CHECKED BY: J.F.P.	SURVEY DATE: 6/1/22	ORDER NO.: 69962

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

APPLICATION FOR ZONING CHANGE, INCLUDING REGULATING PLAN AND SPECIAL AREA PLAN APPROVAL

Zoning Map Amendment _____ **Special Area Plan _X_**

ULDC Text Amendment _____

This application form is to be used to petition for amendments to the North Bay Village Zoning Map or Form-Based Code Regulating Plan, or for amendments to the text of the North Bay Village Unified Land Development Code (ULDC) pursuant to Sections 4.15 and 4.17 and Subsection 15.2.G. of the ULDC.

Submit your application, with all the required information to the Village Clerk. The application and all supplemental forms and data may be submitted electronically for review via villageclerk@nbvillage.com (please cc: the Planning and Zoning Official). 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.

This application, including supporting materials, must be completed in accordance with the attached instructions and submitted to NORTH BAY VILLAGE with the required fees pursuant to the most up-to-date Fee Schedule. Accepted payment methods for the required fees are check or 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.

Amendments to the Unified Land Development Code (ULDC) and amendments to boundaries of the Zoning District Map are subject to the requirements and procedures of Section 4.4 of the ULDC (Public hearing, public notice, and adoption requirements and procedures).

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Applicant Name: Shoma North Bay Village, LLC
   (If different from Owner)
2. Contact Phone: 305-376-6061 Email Address: MGarcia-Serra@gunster.com
3. Mailing Address c/o Gunster, 600 Brickell Ave, Ste 3500, Miami, FL 33131

For ULDC Text Amendment:

1. Proposed section to be changed and description of proposed change(s) (use separate page as needed)

Please see attached Appendix B.

2. Reason for Request: Modification of previously approved Special Area Plan (SAP).

For Zoning Map Amendment, including Special Area Plan:

1. Property Owner Name: Shoma North Bay Village, LLC
2. Contact Phone: 305-376-6061 Email Address: mgarcia-serra@gunster.com
3. Mailing Address: 201 Sevilla Avenue, Suite 300, Coral Gables, Florida
4. Site Address: 1872 79th Street Causeway
5. Legal Description of Property: Please see attached Exhibit "A."
6. Folio Number(s): 23-3209-000-0250
7. Lot Size (Acres): 2.79 Acres
8. Existing Zoning Designation: T6-24-South Kennedy Overlay District – SK SAP Zoning Requested: n/a
9. Reason for Request:

Modification of previously approved Special Area Plan (SAP) and Development Agreement.

APPLICANT AFFIDAVIT

I (We) the undersigned, am (are) the Masoud Shojaee (designate one: owner, tenant, agent, attorney) 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 Section 4.4 of the ULDC. This affidavit is subject to penalties of law (Perjury). 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.

Signature

Chief Executive Officer (CEO)
Title (if applicable)

Corporate Seal (affix if applicable)

Sworn to and subscribed to before me this 24th day of May, 2023.

Notary

Public Commission expires:

ANGELA SUAREZ
MY COMMISSION # HH 208444
EXPIRES: April 15, 2026

CONDITIONS FOR APPROVAL OF A REZONING REQUEST

SEC. 4.17.A.(2): Spot Zoning is prohibited. Individuals seeking to have property rezoned for their private use shall show evidence that their application meets one or more of the following:

(1) Consideration of the general welfare of the public;

(2) The effect on the surrounding property (including adequate buffers);

(3) Whether all uses permitted in the classification sought are appropriate to the location proposed; or

(4) Conformity to generally accepted Comprehensive Planning and zoning principles (including alterations to the population density patterns and increase of load on utilities, schools, and traffic)

In addition, the application shall demonstrate that:

b. The proposed change is in conformity with the Comprehensive Plan.

c. The proposed rezoning would not grant privileges not generally extended to property similarly located in the area.

SEC. 4.17.B.(1): No proposed zoning amendment that rezone property or substantially changes the uses permitted in zoning districts shall be approved unless:

a. The proposed amendment will place all property similarly situated in the area in the same category, or in appropriate complementary categories.

b. There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest, and not merely in the interest of an individual or small group of people.

c. There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which an applicant states he intends to make of the property involved).

d. There is convincing evidence that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.

e. The proposed change is in accord with the Comprehensive Plan and sound Comprehensive Planning and zoning principles.

SEC. 4.17.C.: Amendments to the Unified Land Development Code that do not rezone property or substantially change uses permitted in zoning districts shall be in general accord with sound comprehensive planning and zoning principles and consistent with the adopted Comprehensive Plan. (Procedures to permit minor deviations from uses allowed in the Urban Core Zone by Warrant, are set forth in Chapter 15, Section 15.1.H.)

CRITERIA FOR SPECIAL AREA PLAN

SUBSEC 15.2.G. Special Area Plan:
The purpose of a Special Area Plan is to allow parcels of at least two (2) Abutting acres in size to be master planned so as to allow greater integration of public improvements and Infrastructure, to enable connectivity; to encourage a variety of Building Heights, massing, and to provide high quality design elements and greater flexibility so as to result in higher or specialized quality building and Streetscape design within the Special Area Plan, to further the intent of this Code expressed in Section 15.1.

1. General.
    a. The single or multiple owner(s) of Abutting properties in excess of two (2) acres may apply for a rezoning to a Special Area Plan and shall be approved by the process of rezoning following review by the Planning and Zoning Board and Village Commission with the site plan approval process.
    b. All regulations of the underlying Transect Zone and this [Form Based] Code that are not otherwise addressed by the SAP shall apply.
    c. A Special Area Plan shall assign Thoroughfares (as appropriate), Cross Block Pedestrian Passages, and Civic Spaces, with appropriate transitions to Abutting areas. Guidelines for Thoroughfares and Public Frontages may be adjusted to the particular circumstances of the Special Area Plan.
    d. A Special Area Plan shall include a site plan, map of the proposed layout, circulation, view corridors, and the standards that deviate from the requirements of Chapter 15, Section 15.3., and this Code.
    e. A Special Area Plan shall assign at least five percent (5%) of its aggregated Lot Area to a Civic Space Type. The developer shall be responsible for constructing any required public improvements within the Special Area Plan, including but not limited to the Civic Spaces, and Thoroughfares.
    f. Development within the Special Area Plan shall be pursuant to a recorded development agreement that will establish the allocation of Civic Spaces, Thoroughfares, and Building area among the Building sites.
    g. Unless a Building is specifically approved as part of the Special Area Plan, any Building shall be reviewed by the Planning & Zoning Official for conformance with the Special Area Plan and this Code and referred to the Village Manager for final approval per the requirements of Section 5.9, prior to issuance of the Building Permit.
    h. A parking management program that enables shared parking among public and private Uses.
    i. Flexible allocation of development capacity and Height, excluding Density on individual sites within the Special Area Plan may be allowed so long as the capacity or Height distribution does not result in development that is out of Scale or character with the surrounding area, and provides for appropriate transitions.

APPLICANT CHECKLIST

Applications are incomplete until all materials have been received by the Village Clerk. Applicant must provide the following upon submittal of application:

- ☐ Complete Application, including all required forms, signed by applicant or, if applicable, property owner or owner's representative.
- ☐ Letter of Authorization from property owner (if applicable).
- ☐ Proof of ownership (if applicable).
- ☐ Letter of intent, signed by the Applicant, explaining the nature of the request, justification for the proposed amendment, and evidence that the request complies with the applicable criteria of Section 4.17 of the North Bay Village Unified Land Development Code. Insufficient justification may result in denial of the application.
- ☐ Certified Land Survey dated within two (2) years of the application filing date, reflecting all current conditions (if applicable).
- ☐ Legal description (if applicable).
- ☐ Map indicating the present and the proposed rezoning of the property (if applicable).
- ☐ Conceptual site plan of proposed project eliciting the rezoning request, if applicable, including:
  - o Total acreage
  - o Dwelling units per acre
  - o Gross floor area
  - o Building height
  - o Floor area ratio
- ☐ Level of Service Assessment based on the projected development capacity of land proposed for rezoning or land impacted by proposed text amendment, as applicable.
- ☐ Filing fees and cost recovery deposit (Refer to the most current North Bay Village Fee Schedule).

*** Supporting materials may be submitted electronically for review. Physical copies of materials may be requested prior to public hearing***

Office Use Only:

Date Submitted: _____

Date Paid: _____

Cash or Check #_____

Total Paid: $_____

Filing Fee: $_____

Cost Recovery Dep: $_____

Exhibit "A"
LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION:
A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

APPENDIX B

South Kennedy Special Area Plan (SK SAP).



Figure 1

1. General requirements.

   a. Purpose and intent. The SK SAP is intended to encourage mixed use buildings anchored by grocery stores on commercial lots on the south side of Kennedy Causeway where such buildings shall provide a pedestrian-friendly experience and a significant added convenience to Village residents. This district provides the opportunity for development of mixed-use residential buildings, if certain requirements are met. In order to provide incentives for re-development and to streamline the development approval process, the SK SAP has been pre-designated on the official zoning map. Application of the development incentives available in the SK SAP to individual properties will be reviewed and approved by the Planning and

Zoning Board and Village Commission concurrently with the site plan approval process.

b. Applicability.

(1) The SK SAP provides for an optional set of development regulations that may be voluntarily employed in the mixed-use development of lands located within geographic limits of the SK SAP shown on the official zoning map and indicated on Figure 1 above.

(2) All regulations of the underlying zoning district that are not otherwise addressed in these regulations shall apply. Where the underlying zoning district and the SK SAP both apply, the SK SAP shall govern.

(3) If a property owner should elect not to develop under these optional regulations, only the regulations of the underlying zoning district shall apply.

c. Approval. In order to approve an application, the Village Commission shall find that the development proposed:

(1) Is compatible with surrounding intensities and densities of development;

(2) Provides access to adequate light and air for surrounding properties;

(3) Provides commercial use(s) intended to serve the needs of the residents; and

(4) Creates a pedestrian-friendly experience at the ground level.

2. Allowable uses. All uses listed as permitted or special exception uses in the underlying zoning district shall also be allowed in the SK SAP, and such use shall be subject to all conditions, requirements or limitations applicable to the use in the underlying zoning district, except as may otherwise be set forth in this section.

3. Minimum Unit Size. The minimum size for a residential unit shall be ~~350~~ 325 square feet.

4. Height.

a. The maximum building height is 24 stories or 253 feet - 10 inches to the top of the roof level of level 24.

b. The maximum additional height allowed for mechanical equipment, including but not limited to, cooling towers, is an additional 24 feet.

c. The maximum parking garage/pedestal height is 10 stories/105 feet.

~~4~~5. Setbacks.

a. Fronting Kennedy Causeway, the minimum front setback to the face of building is 20 feet and the maximum front setback for the commercial portion of any building is 40 feet. A gallery or arcade is required for at least 80% of the frontage of commercial portions of buildings that are setback 20 feet from the front property line. Galleries and arcades may encroach into the front setback area by a maximum of 15 feet.

b. The minimum setback for a side abutting a right of way is ~~7~~ 10 feet.

c. The minimum rear setback is ~~15~~ 20 feet.

d. The minimum setback for a side abutting a lot is 20 feet.

~~5~~6. Stepbacks.

a. There shall be no stepback requirement.

~~6~~7. Lot Size, Width, Frontage, and Lot Coverage

a. The minimum lot size is 10,000 square feet.

b. The minimum lot width is 100 feet.

c. The minimum lot frontage is 100 feet.

d. The maximum lot coverage is 90%.

8. Maximum Floorplate Areas and Lengths.

a. Multifamily Residential

i) Area: 20,000 sq. ft.
ii) Length: 280 feet

b. Commercial Parking

i) Area: 40,000 sq. ft.
ii) Length: 280 feet

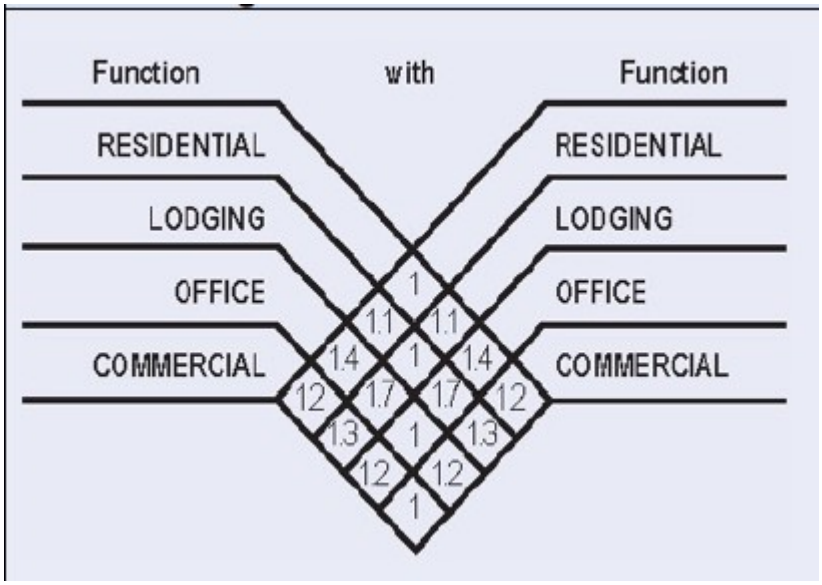
9. Parking Requirements.

a. A minimum of ~~1.5~~ 1 parking space is required per dwelling unit.

b. A minimum of 1 additional visitor parking space is required for every 10 dwelling units.

c. A minimum of 3 parking spaces is required for every 1,000 square feet of Commercial Use.

d. Shared Parking. The parking required for any two uses on a property is calculated by dividing the number of spaces required by the lesser of the two uses by the appropriate factor from the Table below and adding the result to the greater use parking requirement. (For instance: for a building with a Residential Use requiring 100 spaces and a Commercial Use requiring 20 spaces, the 20 spaces divided by the sharing factor of 1.2 would reduce the total requirement to 100 plus 16 spaces. For uses not indicated in this chart on a mixed-use lot a sharing factor of 1.1 shall be allowed.) This Section, as applied to the SK SAP, supersedes Section 9.3.F.



f. All parking shall be screened from the rights-of-way by an art treatment or habitable liner and parking shall not exceed 10 stories/105 feet in height.

10. Landscaping Requirements. To discourage use of fertilizers, pesticides, and unnecessary water waste, where appropriate due to lack of sunlight, irrigation, other environmental factors, or other project constraints, artificial landscaping may be used to comply with landscaping requirements.

SHOMA NORTH BAY VILLAGE

FOR

SHOMA GROUP

IN

NORTH BAY VILLAGE, FLORIDA



NOTE : THE PROPOSED WORK HAS BEEN DESIGNED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, AND VILLAGE CODES AND REGULATIONS HAVING JURISDICTION. IF ANY DISCREPANCIES EXIST BETWEEN THE PLANS/SPECIFICATIONS PREPARED BY THE DESIGNER AND THE VILLAGE CODE AND/OR THE VILLAGE STANDARD DETAILS, THE LATTER SHALL GOVERN OR THE MOST STRINGENT

STATE OF FLORIDA — JOSE SAUMELL — AR0013080 — REGISTERED ARCHITECT

Jose Saumell

INDEX OF DRAWINGS

SHEET	REV. N°	DATE	DESCRIPTION
			ARCHITECTURAL
CS			INDEX OF DRAWINGS
A-0.SP-1			SITE PLAN
A-0.1			LOCATION MAP
A-2.1			OVERALL – LEVEL 1 – FLOOR PLAN
A-2.1M			OVERALL – LEVEL 1.2 MEZZANINE FLOOR PLAN
A-2.2			OVERALL – LEVEL 2 – FLOOR PLAN
A-2.3			OVERALL – LEVEL 3 – FLOOR PLAN
A-2.4			OVERALL – LEVEL 4 – FLOOR PLAN
A-2.5			OVERALL – LEVEL 5 – FLOOR PLAN
A-2.6			OVERALL – LEVEL 6 – FLOOR PLAN
A-2.7			OVERALL – LEVEL 7 – FLOOR PLAN
A-2.8			OVERALL – LEVEL 8 – FLOOR PLAN
A-2.9			OVERALL – LEVEL 9 – FLOOR PLAN
A-2.10			OVERALL – LEVEL 10 – FLOOR PLAN
A-2.11			OVERALL – LEVEL 11 – FLOOR PLAN
A-2.12			OVERALL – LEVEL 12 – FLOOR PLAN
A-2.14			OVERALL – LEVEL 14 – FLOOR PLAN
A-2.15			OVERALL – LEVEL 15 – FLOOR PLAN
A-2.16			OVERALL – LEVEL 16 – FLOOR PLAN
A-2.17			OVERALL – LEVEL 17 – FLOOR PLAN
A-2.18			OVERALL – LEVEL 18 – FLOOR PLAN
A-2.19			OVERALL – LEVEL 19 – FLOOR PLAN
A-2.20			OVERALL – LEVEL 20 – FLOOR PLAN
A-2.21			OVERALL – LEVEL 21 – FLOOR PLAN
A-2.22			OVERALL – LEVEL 22 – FLOOR PLAN
A-2.23			OVERALL – LEVEL 23 – FLOOR PLAN
A-2.23.2			OVERALL – LEVEL 23 – FLOOR PLAN
A-2.24			OVERALL – ROOF PLAN / POOL DECK
A-3.1			RESIDENTIAL BUILDING I ELEVATIONS
A-3.2			RESIDENTIAL BUILDING I ELEVATIONS
A-3.3			GARAGE BUILDING II ELEVATIONS
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A-4.1			UNIT PLANS
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A-4.5			UNIT PLANS
A-4.6			UNIT PLANS
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			LANDSCAPE
L-1			INDEX
L-2			LANDSCAPE PLAN
L-3			LANDSCAPE PLAN
L-4			LANDSCAPE PLAN-LEVEL 11/ ZEN GARDEN
L-5			LANDSCAPE PLAN-POOL DECK
L-6			LANDSCAPE DETAILS
			CIVIL
C-1.0			GENERAL NOTES
C-2.0			CIVIL SITE PLAN
C-3.0			PAVEMENT DETAILS
C-4.0			WATER DISTRIBUTION PLAN
C-5.0			SEWER DISTRIBUTION PLAN
C-6.0			WATER & SEWER DETAILS
C-7.0			SIGNING & PAVEMENT MARKING PLAN
C-8.0			SIGNING & PAVEMENT MARKING NOTES
C-9.0			GRADING & DRAINAGE PLAN
C-10.0			DRAINAGE DETAILS
C-11.0			STORMWATER POLLUTION PREVENTION PLAN
C-12.0			STORMWATER POLLUTION PREVENTION DETAIL

- OWNER / DEVELOPER
  SHOMA GROUP
  201 Sevilla Ave – Suite 300
  Coral Gables, FL 33134
  (786) 437-8658

- ARCHITECT:
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  ARCHITECTS & PLANNERS
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MSA ARCHITECTS

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  HOLLYWOOD, FL 33020
  (954) 923 9681

- CIVIL/TRAFFIC ENGINEER
  DAVID PLUMMER & ASSOCIATES
  1750 PONCE DE LEON
  BOULEVARD
  CORAL GABLES, FL 33134
  (305) 447 0900

- SUBMITTAL DATES
- 08/30/2023-RESUBMITTAL

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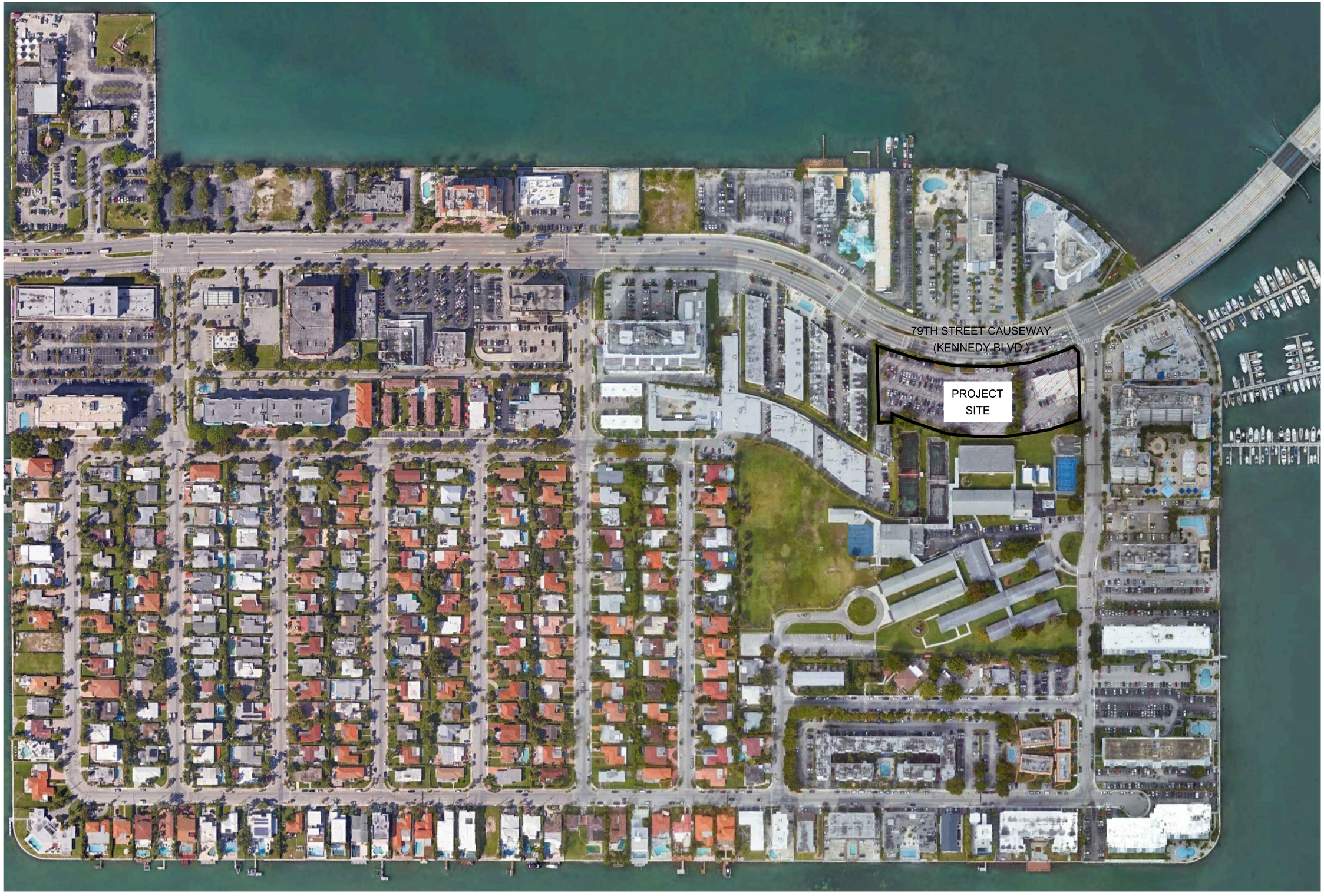

SITE LOCATION

LOCATION MAP

NTS

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

JOSE I. SAUMELL
AR0013085

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 670-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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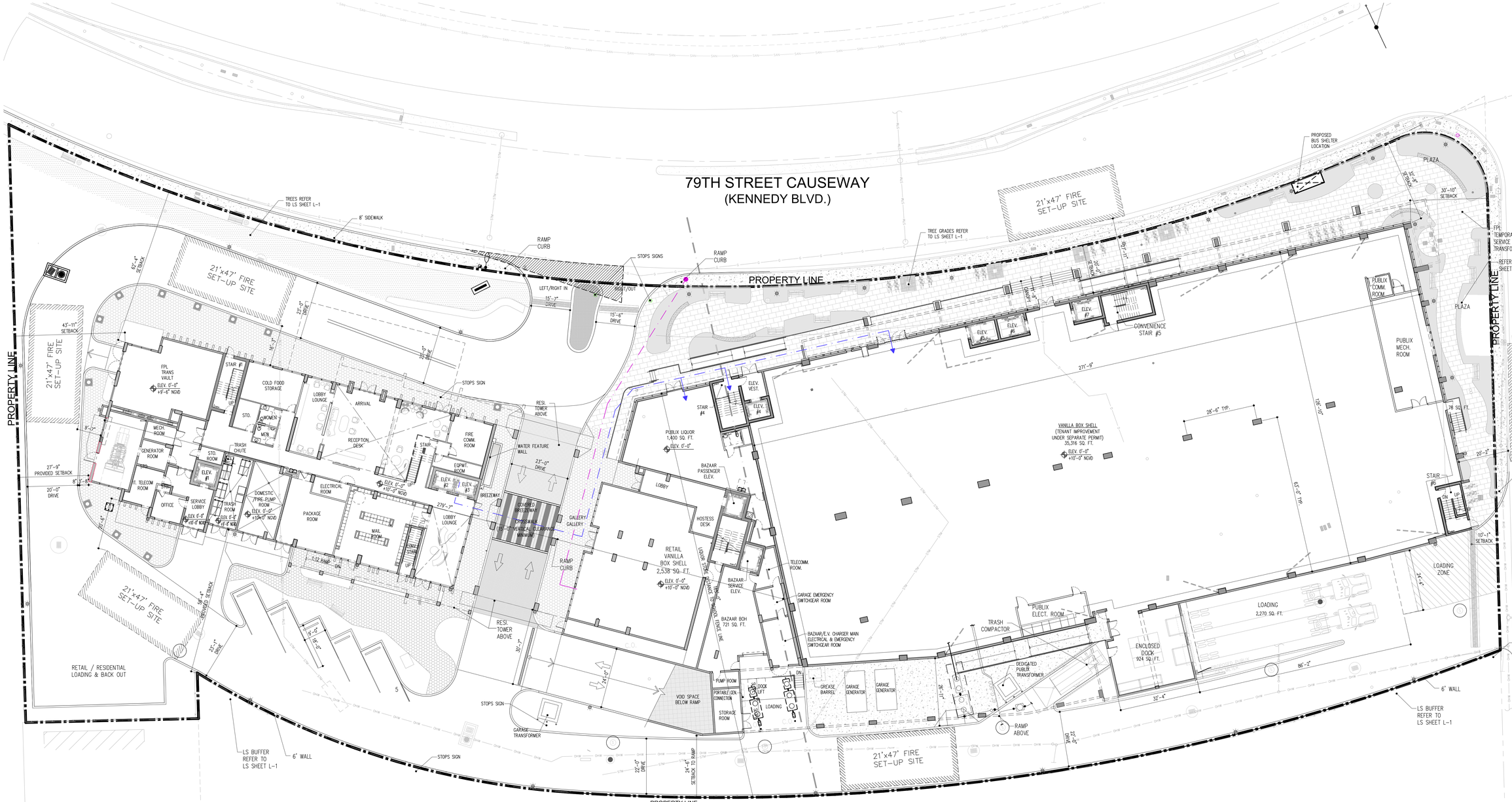
DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	LOCATION MAP
SHEET NUMBER:	A-0.1



SITE DATA

LOCATION	North Bay Village, FL.
ZONING DESIGNATION	T6–24
OVERLAY DISTRICT	South Kennedy Overlay District
TYPE OF USE	Mix Use Multi–Family Housing

BUILDING DISPOSITION	REQUIRED	PROVIDED	
A. LOT AREA	10,000 sf. min.	2.798 acres	121,914 sf.
B. LOT WIDTH	100' min.	587'–8"	
C. LOT COVERAGE	90% max / 109,723 sf.	52,395 sf.	42.98%
D. FRONTAGE @ FRONT SETBACK			
79th Street Causeway	A gallery or arcade is required for at least 80% of the frontage of a commercial portion of a building that is within 20 feet of the front property line	90%	
E. OPEN SPACE	10% min. / 12,191 sf. (Per T6–24)	31,336 sf.	25.70%
F. DENSITY	120 du's / ac. = 335 units	333 units	119 du's/ac
G. INTENSITY (FLR=13)	Max. Allowed = 36.37 ac.	18.49 ac.	

NOTE : THE PARCEL PROPOSED FOR LAND CLEANING OR DEVELOPMENT DOES NOT SERVE AS HABITAT FOR A RARE, THREATENED OR ENDANGERED SPECIES OR A SPECIES CONCERN; OR IS NOT ENVIRONMENTALLY SENSITIVE AREA.

BUILDING CONFIGURATION FRONTAGE				
A. COMMON LAWN	Prohibited	–		
B. PORCH & FENCE	Prohibited	–		
C. TERRACE	Prohibited	–		
D. FORECOURT	Allowed	–		
E. STOOP	Allowed	–		
F. SHOPFRONT	Allowed	Yes		
G. GALLERY	Allowed	Yes		
H. ARCADE	Prohibited	–		

BUILDING SETBACK	REQUIRED	PROVIDED
A. NORTH SETBACK	20'–0" min.	20'–0"
B. EAST SETBACK	10'–0" min.	10'–0"
C. SOUTH SETBACK	20'–0" min.	24'–6"
D. WEST SETBACK	20'–0" min.	27'–9"

BUILDING HEIGHT		
Pedestal Height (Parking Garage):		104'–2"
(RESIDENTIAL TOWER)		
Min. Height	2 stories	PROVIDED
Max. Height	24 Stories or 240 feet'	24 stories / 25.0"–10" TOP OF ROOF (LEVEL 24)
Max. Height	(ROOF TOP MECHANICAL EQUIPMENT)	
	10'–0"	24'–0" TOP OF MECHANICAL EQUIPMENT (ELEV.=277–10")

BIKE RACK

Residential Required:	1 sp/20 req. spaces	66
Commercial Required:		6
Subtotal:		72
Reduction after 50 sp:		–11
Total Required:		61
Total Provided:		69

PARKING SUMMARY

REQUIRED

Type of parking	# of DU's or SF	Code Required	Total
Residential	333 units	1. spaces/unit	333 spaces
Visitor	333 units	0.1 spaces/unit	34 spaces
Sub–total			367 spaces
Retail / Supermarket	52,929 sf.	3 sp/1,000 sf.	159 spaces
Shared parking reduction = 120 sp/1.2 = 100 per shared parking standards table			20 spaces
Sub–total			139 spaces
Grand total required			506 spaces

* HC Parking: (501–1000–2% total) = 11 spaces required
* 10 E.V.S.E. – Ready Spaces included in total

PROVIDED

Designation	Levels	Compact	Regular	HC	Total
Publix	Site	–	5	–	5
	Level 2	–	61	3	64
	Level 3	–	62	3	65
Visitor/Retail	Level 4	–	57	1	81
Resi. Parking		–	23	–	
Resi. Parking	Levels 5–8	8	388	8	404
Resi. Parking	Level 9	2	89	2	93
Resi. Parking	Level 10	–	40	–	40
Grand total					752

* 10 Compacted Spaces included in total
* 25 E.V.S.E. – Ready Spaces included in total
* 17 ADA Spaces included in total

UNIT MIX (23 LEVELS)

Unit Type	Area (Net)		Total # of units	%	NSF	
STUDIO						
ST 1	333 sf		40	12%	13,320 sf	
	Subtotal		**40**		**13,320 sf**	***333 avg sf/du***
1 Bedroom/ 1 Bathroom						
A1	691 sf		78	41%	53,898 sf	
A2	815 sf		19		15,485 sf	
A2.1	805 sf		19		15,295 sf	
A3	1,088 sf		19		20,672 sf	
	Subtotal		**135**		**105,350 sf**	***780 avg sf/du***
2 Bedroom / 2 Bathroom						
B1	997 sf		40	39%	39,880 sf	
B1A	1,005 sf		19		19,095 sf	
B1A.2	1,202 sf		1		1,202 sf	
B2	1,091 sf		21		22,911 sf	
B3	1,091 sf		8		8,728 sf	
B4	1,120 sf		20		22,400 sf	
B5	1,147 sf		20		22,940 sf	
	Subtotal		**129**		**137,156 sf**	***1,063 avg sf/du***
3 Bedroom / 2 Bathroom						
C1	1,324 sf		20	6%	26,480 sf	
	Subtotal		**20**		**26,480 sf**	***1,324 avg sf/du***
PENTHOUSE						
P1	1,793 sf	est.	2	3%	3,586 sf	
P2	1,886 sf	est.	1		1,886 sf	
P3	2,422 sf	est.	1		2,422 sf	
P4	2,008 sf	est.	1		2,008 sf	
P5	1,973 sf	est.	1		1,973 sf	
P6	2,719 sf	est.	1		2,719 sf	
P7	2,583 sf	est.	2		5,166 sf	
	Subtotal		**9**		**19,760 sf**	***2,196 avg sf/du***
Grand Total			**333 units**	100%	**302,066 sf**	***907 avg sf/du***

LOADING ZONE DATA

	REQUIRED	PROVIDED
Residential:	3 Berths (900 sf total)	3 Berths (1,060sf total)
Commercial:	2 Berths (420 sf each)	2 Berths (800sf each)

NORTH

SITE PLAN

SCALE: 1/16" = 1'–0"

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

EAST TREASURE DRIVE
21'x47' FIRE SET-UP SITE

BY

Jose Saumell

JOSE I. SAUMELL
AR0013085

MSA ARCHITECTS, INC.
AAC000895
8950 SW. 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 272-9991

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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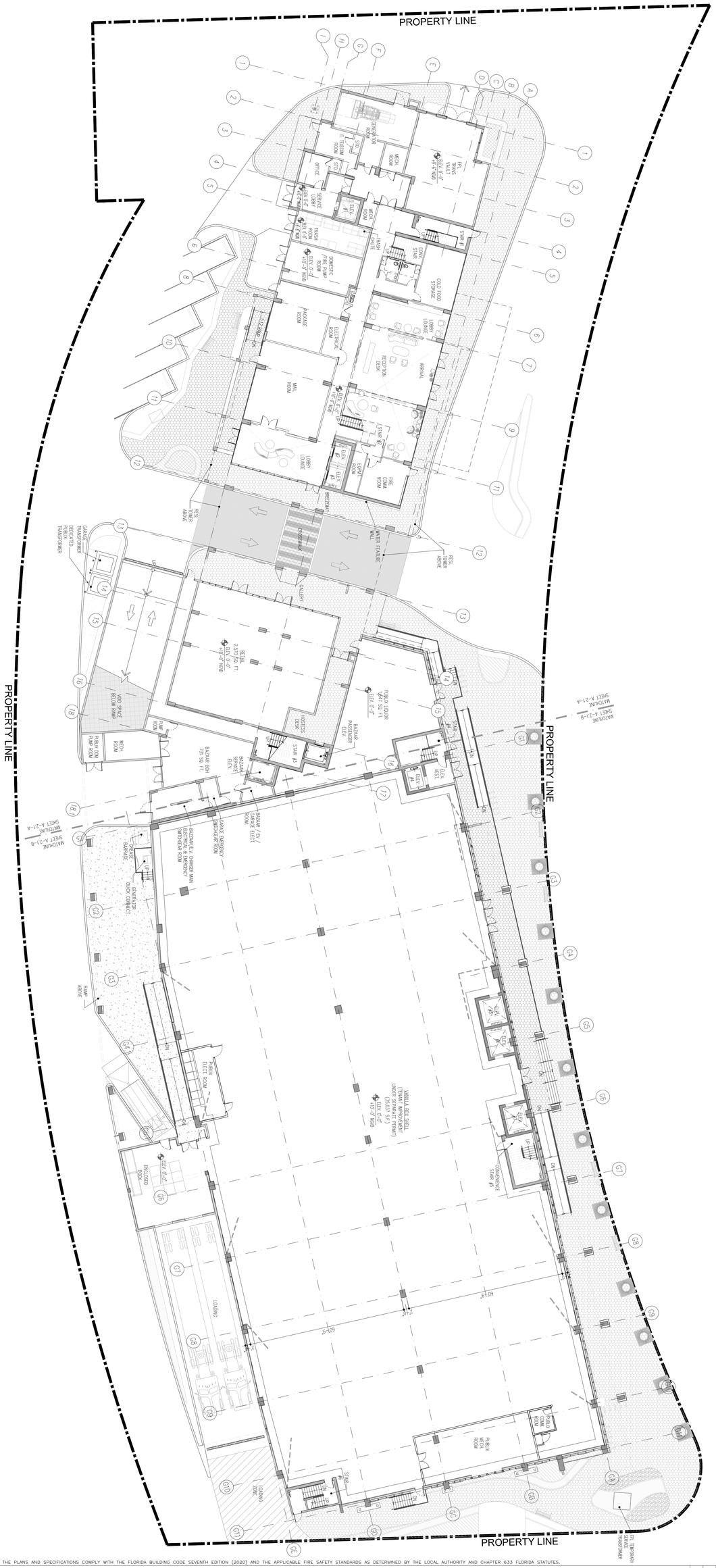
DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
A-0.SP-1

F:\SAPLOANS\1952\plotReview\1952.4.SP1.dwg 8/30/2023 1:10:08 PM Arthur


PROPERTY LINE
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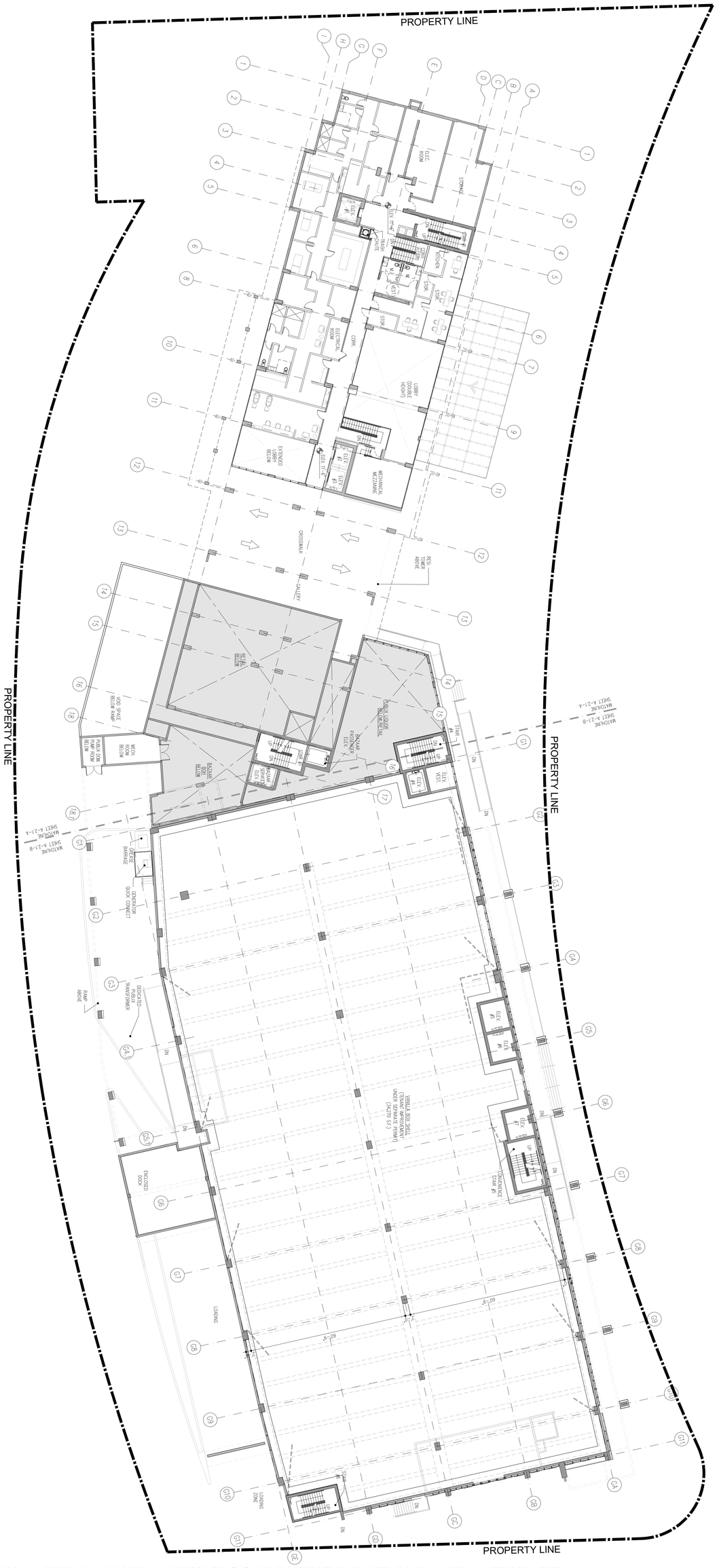
PROPERTY LINE
MATCHLINE SHEET A-2.1-B
MATCHLINE SHEET A-2.1-A
MATCHLINE SHEET A-2.1-A
MAIN TRANS VAULT
GENERATOR ROOM
MECH. ROOM
ELEC. ROOM
STO.
OFFICE
SECURITY LOBBY
ELEC.
MECH. ROOM
TRASH CHUTE
DOMESTIC PUMP ROOM
FIRE PUMP ROOM
COOK STAIR #5
COLD FOOD STORAGE
ELEC.
PACKAGE ROOM
ELEVATOR ROOM
MAIL ROOM
RECEPTION DESK
ARRIVAL
LOUNGE
STAIR #4
ELEC.
LIBRARY LOUNGE
ELEC.
ELEC.
JANITOR ROOM
FIRE CONTROL ROOM
SKYLIGHT
ROOF TOWER ABOVE
GARAGE TRANSFORMER
PUBLIC ELEC. TRANSFORMER
RAMP ABOVE
WATER FEATURE WALL
ROOF TOWER ABOVE
GALLERY
RETAIL SPACE 2,575 SQ. FT.
ELEV. 0'-0" +10'-0" NGVD
PUBLIC TOILET ROOMS 1,641 SQ. FT.
ELEV. 0'-0"
HOSTESS DESK
STAIR #3
BALCONY PASSENGER ELEV.
ELEV. VEST.
STAIR
RAMP ABOVE
PUBLIC PUMP ROOM
MECH. ROOM
PUMP ROOM
BAZAAR RCH 710 SQ. FT.
BAZAAR ELEC. ROOM
BAZAAR / EV / GARAGE ELEC.
GARAGE EMERGENCY ELECTRICAL ROOM
BAZZAAR ELEC. EMERGENCY ELECTRICAL ROOM
MAIN EMERGENCY SWITCHGEAR ROOM
GENERATOR
QUICK COUPLING
RAMP ABOVE
PUBLIC ELEC. ROOM
ENCLOSED DOCK
ELEV. 0'-0"
LOADING
LOADING DOCK
VANILLA BOX SHELL (TENANT IMPROVEMENT UNDER SEPARATE PERMIT) 1,350 SQ. FT. ELEV. 0'-0" +10'-0" NGVD
STAIR #2
ELEV.
ELEV.
ELEV.
ELEV.
STAIR
PUBLIC RESTROOMS
PUBLIC ADMIN. ROOM
FPL TEMPORARY SERVICE TRANSFORMER
6'-0"
6'-0"
6'-0"



ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

MSA ARCHITECTS
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(305) 273-9911
JOSE I. SALMUELL
AR0013085

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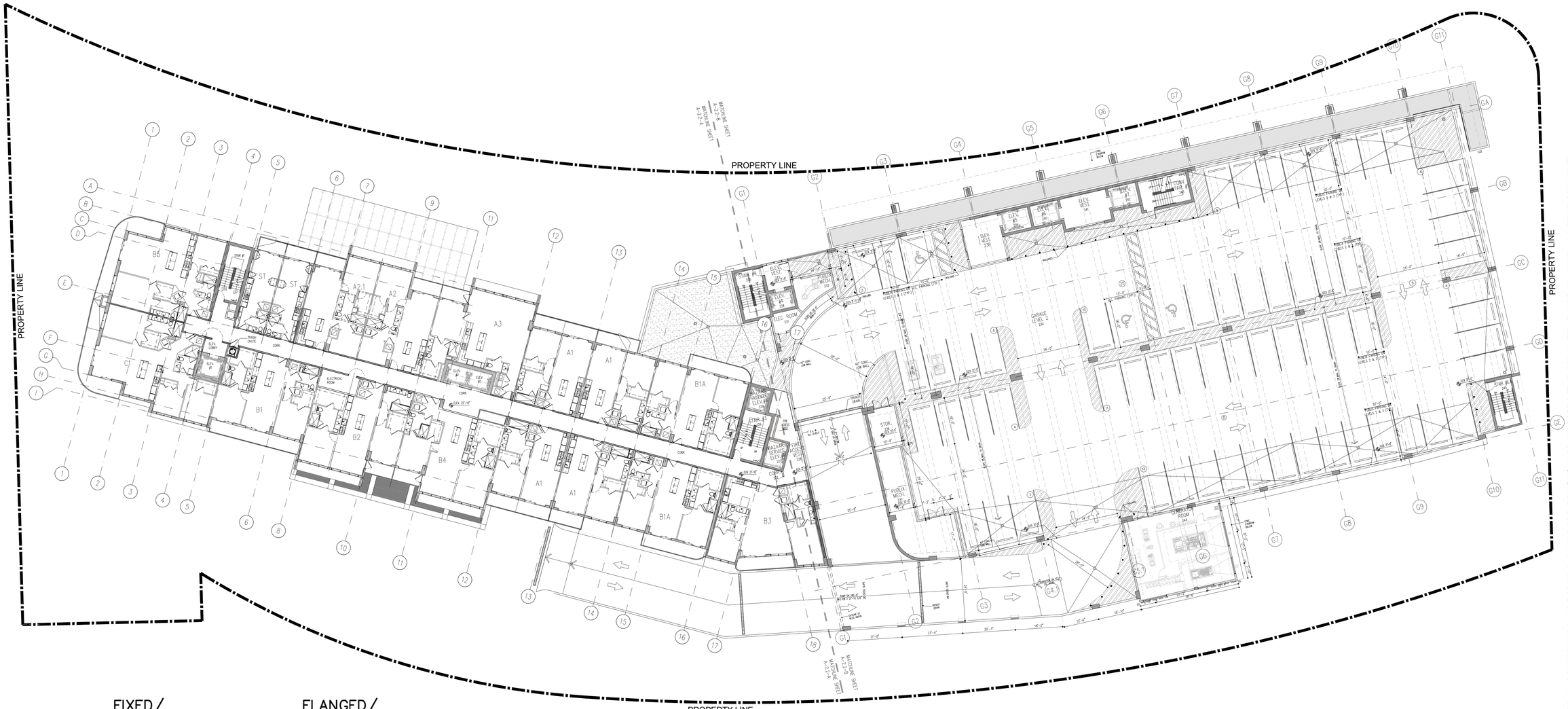
SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

DRAWN
CONTRACT DATE
SCALE: AS SHOWN
JOB NO.: 1952.PNJ
SHEET TITLE: OVERALL MEZZANINE - PLAN
SHEET NUMBER: A-2.1M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MATCHLINE SHEET A-2.2-A
MATCHLINE SHEET A-2.2-A
MATCHLINE SHEET A-2.2-B
B5
B1
B2
B4
B3
A2.1
A2
A3
A1
B1A
GARAGE LEVEL 2
1SR
PUBLIC MECH.
ELEC. ROOM
STAIR #1
STAIR #2
STAIR #3
ELEV. #1
ELEV. #2
ELEV. #3
ELEV. #4
ELEV. #5
ELEV. #6
ELEV. VEST. 1HR
ELEV. VEST. 2HR
ELEV. MACH. ROOM
ELEV. PIT
ELEV. PIT #2
ELEV. PIT #3
ELEV. PIT #4
ELEV. PIT #5
ELEV. PIT #6
ELEV. PIT #7
ELEV. PIT #8
ELEV. PIT #9
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ELEV. PIT #14
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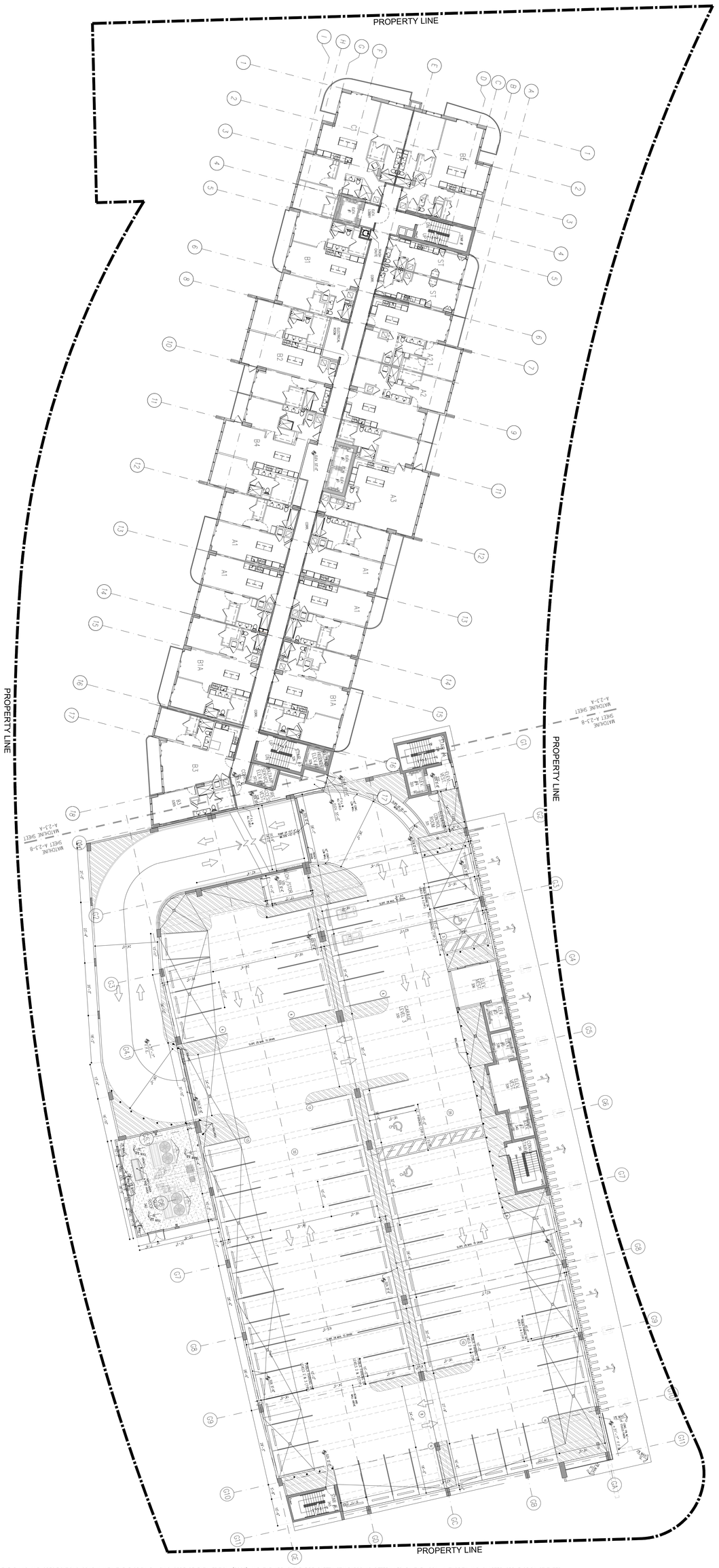

NORTH

OVERALL LEVEL 3 - PLAN

17 UNITS

SCALE: 1/16" = 1'-0"

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

MSA ARCHITECTS
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JOSE I. SALMELL
AR0013085

Jose Salmell
Digitally signed by Jose Salmell
Date: 2023.08.30 16:39:04 -04'00'

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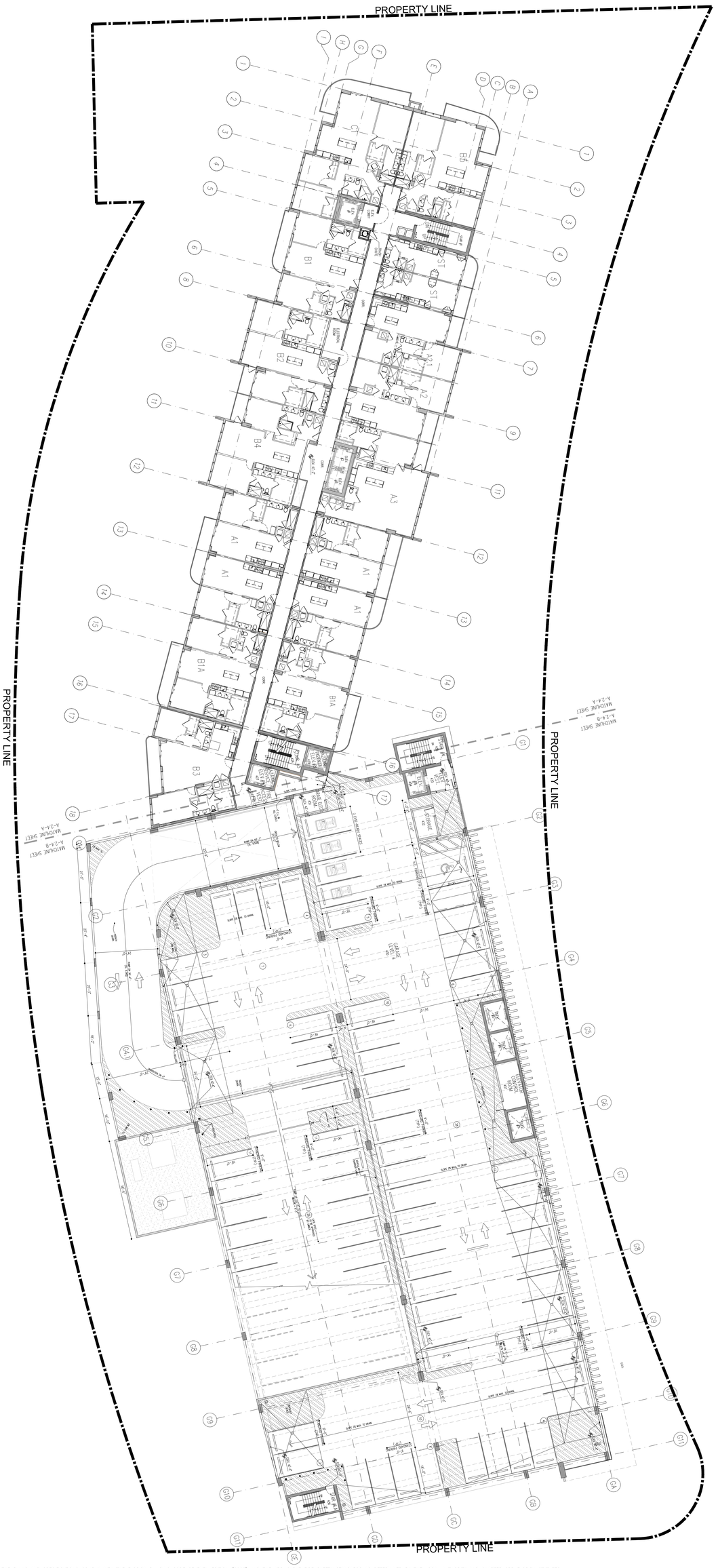
SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

DRAWN	BY
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 3 - PLAN
SHEET NUMBER:	A-2.3

F:\DATA DIR\1952.prj\Plotsheets\1952-A-2.3.dwg, 8/30/2023 4:39:04 PM, Afreitez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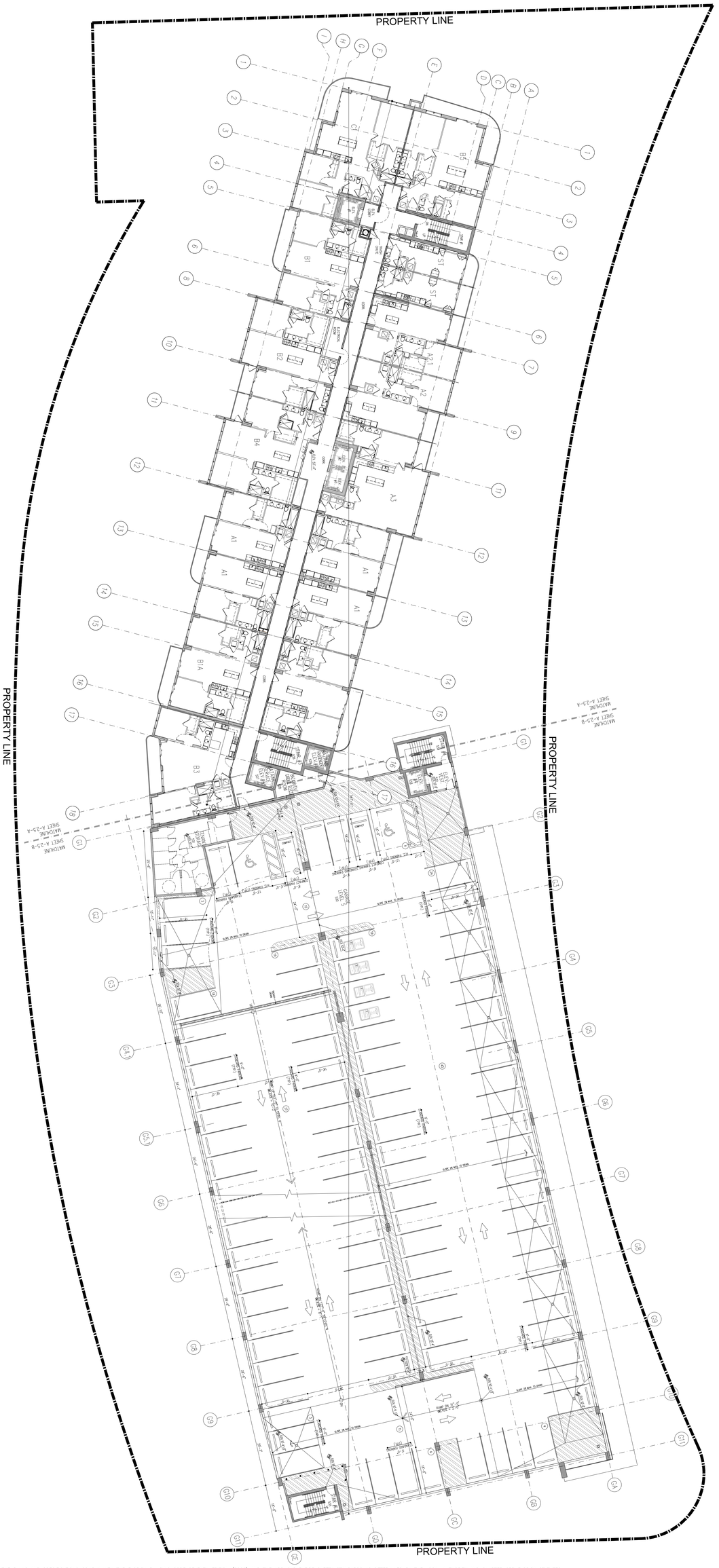
PROPERTY LINE
MATCHLINE SHEET A-2.4-B
MATCHLINE SHEET A-2.4-A
MATCHLINE SHEET A-2.4-B
MATCHLINE SHEET A-2.4-A
B4
B1
ST1
ST
B2
A2
A3
B4
A1
A1
A1
A1
B1A
B1A
B3
GARAGE LEVEL 4
GARAGE LEVEL 4
STORAGE
STORAGE
LAUNDRY
LAUNDRY
LAUNDRY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MATCHLINE SHEET A-2.5-A
MATCHLINE SHEET A-2.5-B
MATCHLINE SHEET A-2.5-A
B4
B1
ST1
ST1
B2
A2
B4
A3
A1
A1
A1
A1
B1A
B3
B3
ELEV. #1
ELEV. #2
ELEV. #3
ELEV. #4
ELEV. #5
ELEV. #6
ELEV. #7
ELEV. #8
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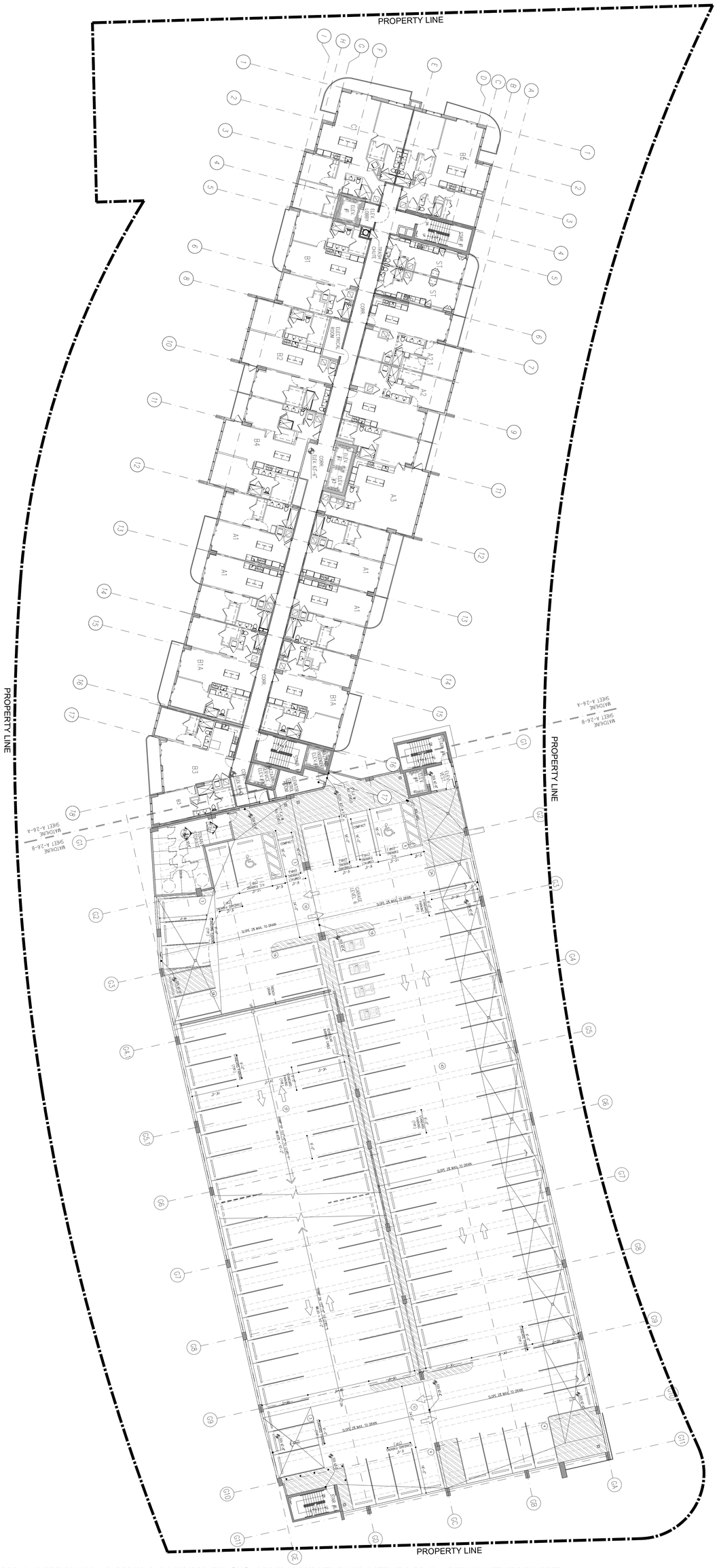

NORTH

OVERALL LEVEL 6 - PLAN

17 UNITS

SCALE: 1/16" = 1'-0"

PLANNING & ZONING 08/29/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

DRAWN
CONTRACT DATE
SCALE: AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE: OVERALL LEVEL 6 - PLAN
SHEET NUMBER: A-2.6

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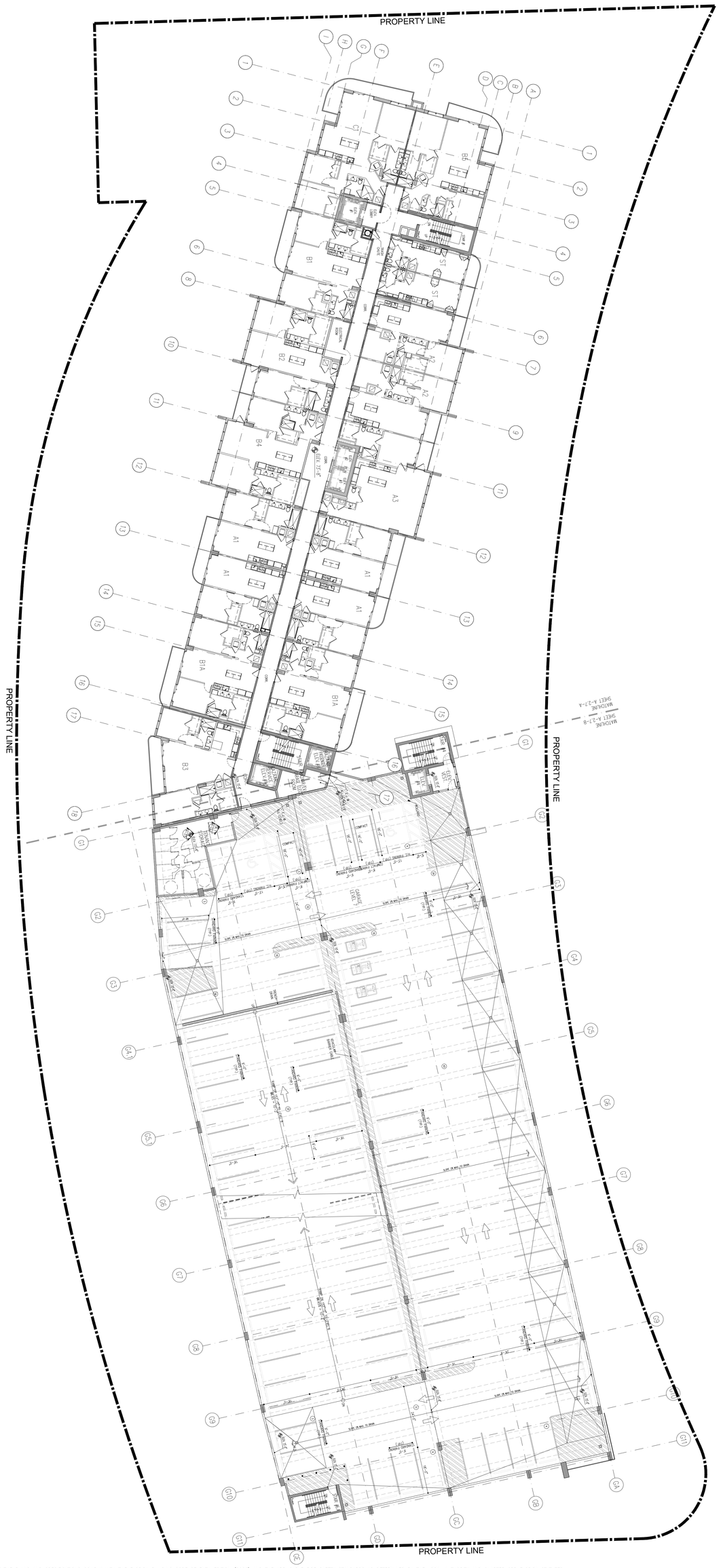

NORTH

OVERALL LEVEL 7 - PLAN

17 UNITS

SCALE: 1/16" = 1'-0"

PLANNING & ZONING 08/29/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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MIAMI, FLORIDA 33156
(305) 273-9911

JOSE I. SALMELL
AR0013085

Jose Salmell
Digitally signed by Jose Salmell
Date: 2023.08.29 16:47:39 -04'00'

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 7 - PLAN
SHEET NUMBER:	A-2.7

BY

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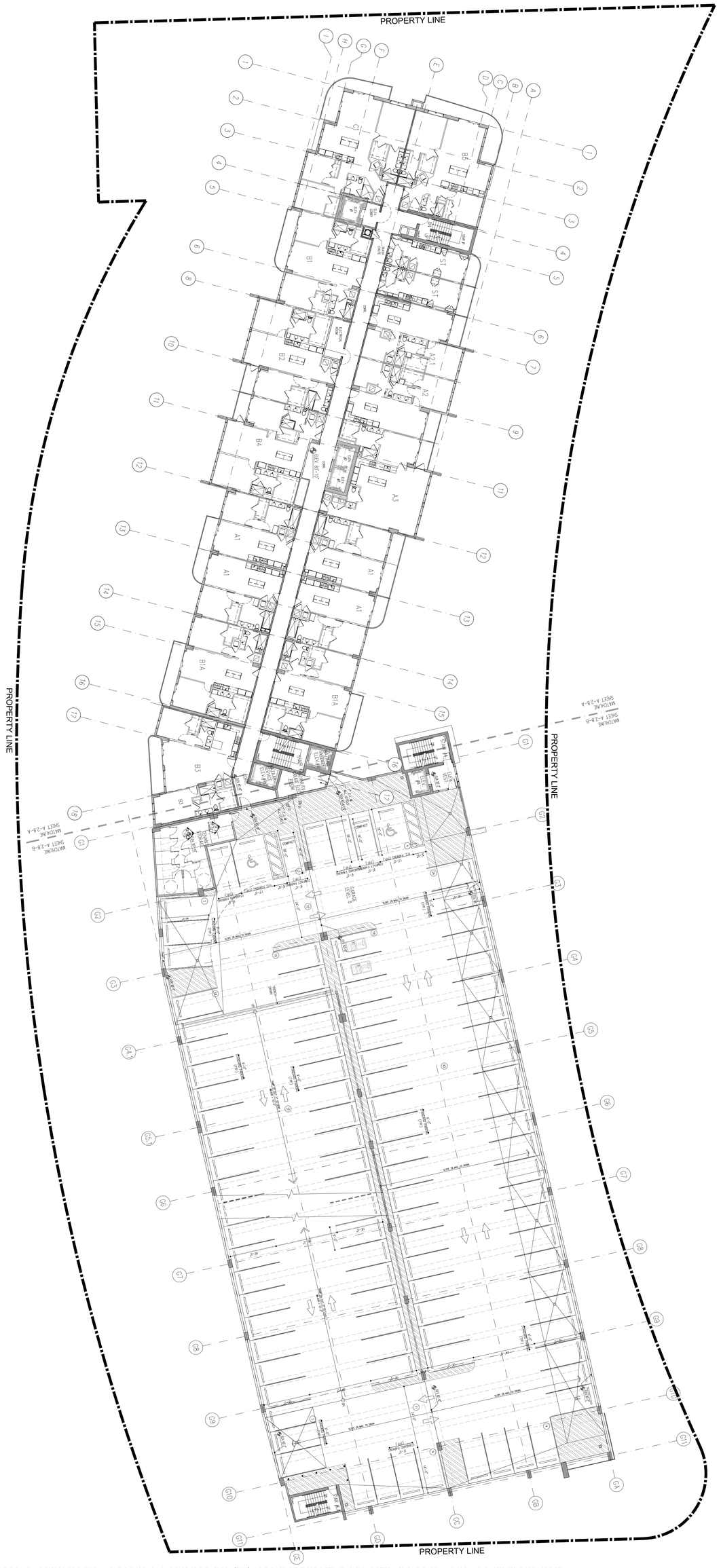
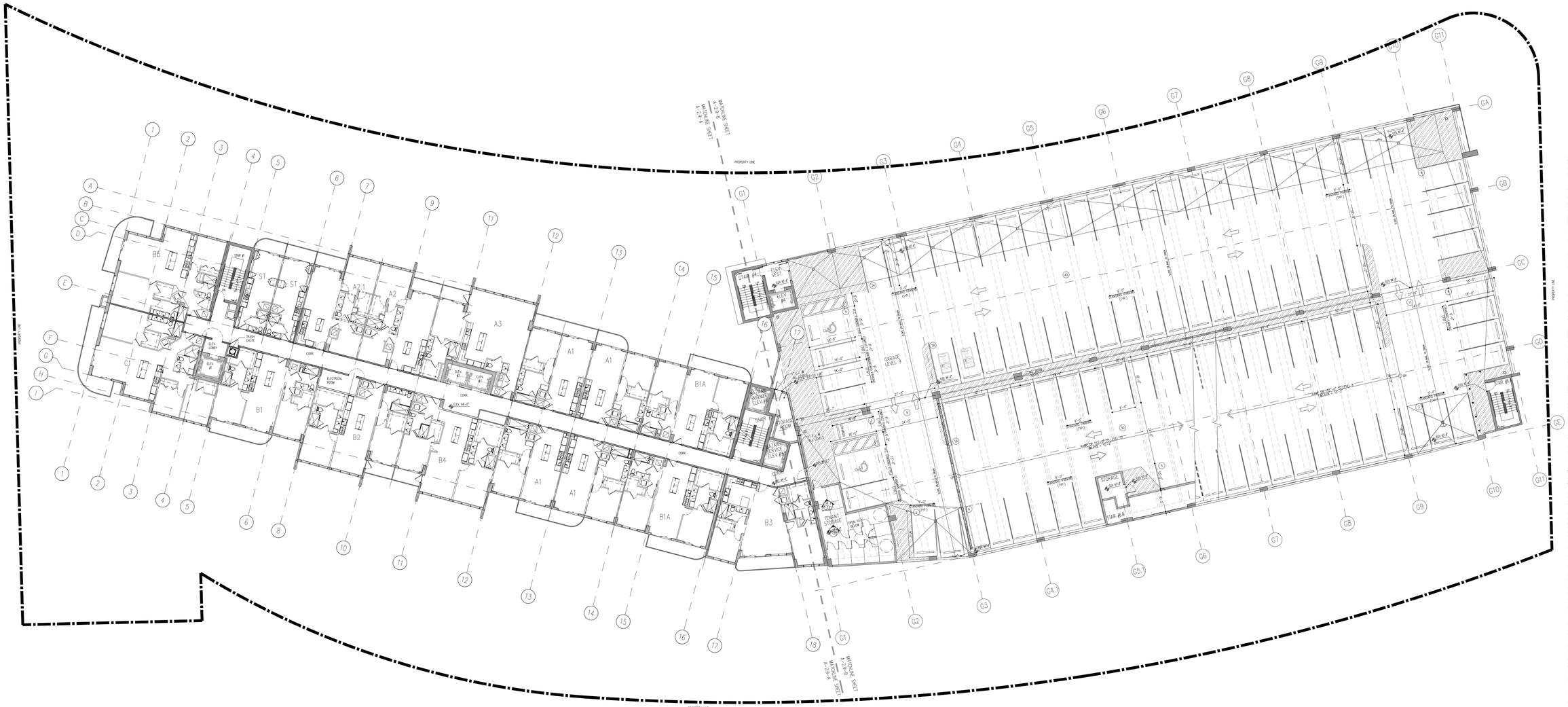

PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
MATCHLINE SHEET A-2.8-B
MATCHLINE SHEET A-2.8-A
MATCHLINE SHEET A-2.8-B
MATCHLINE SHEET A-2.8-A
GARAGE LEVEL 8
RAMP DOWN
RAMP UP
ELEV. 8'-0"
ELEV. 8'-0"
ELEV. 8'-0"



OVERALL LEVEL 9 - PLAN

17 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PLANNING & ZONING 08/29/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell

JOSE I. SAUMELL
AR0013085

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MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633, FLORIDA STATUTES.

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DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL
LEVEL 9 - PLAN

SHEET NUMBER:
A-2.9

BY

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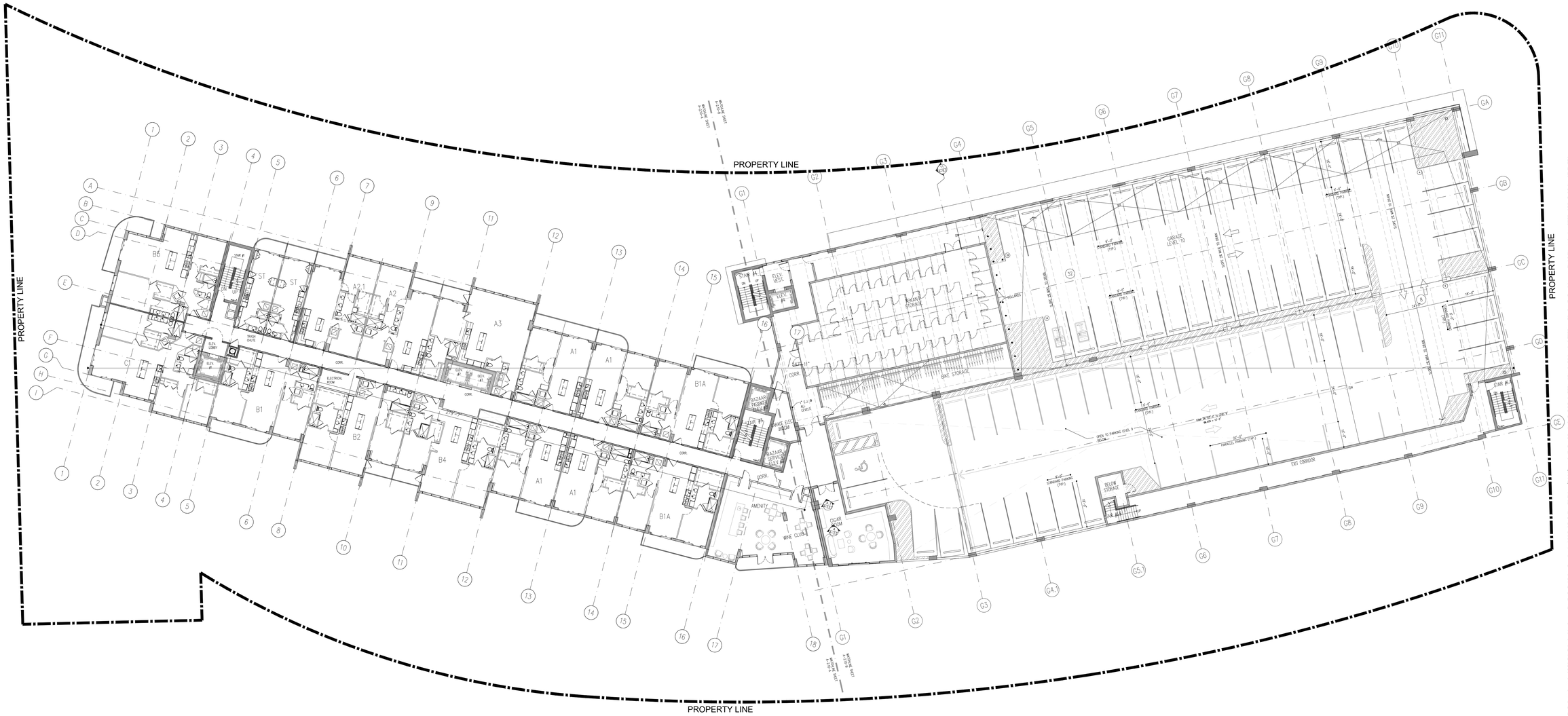
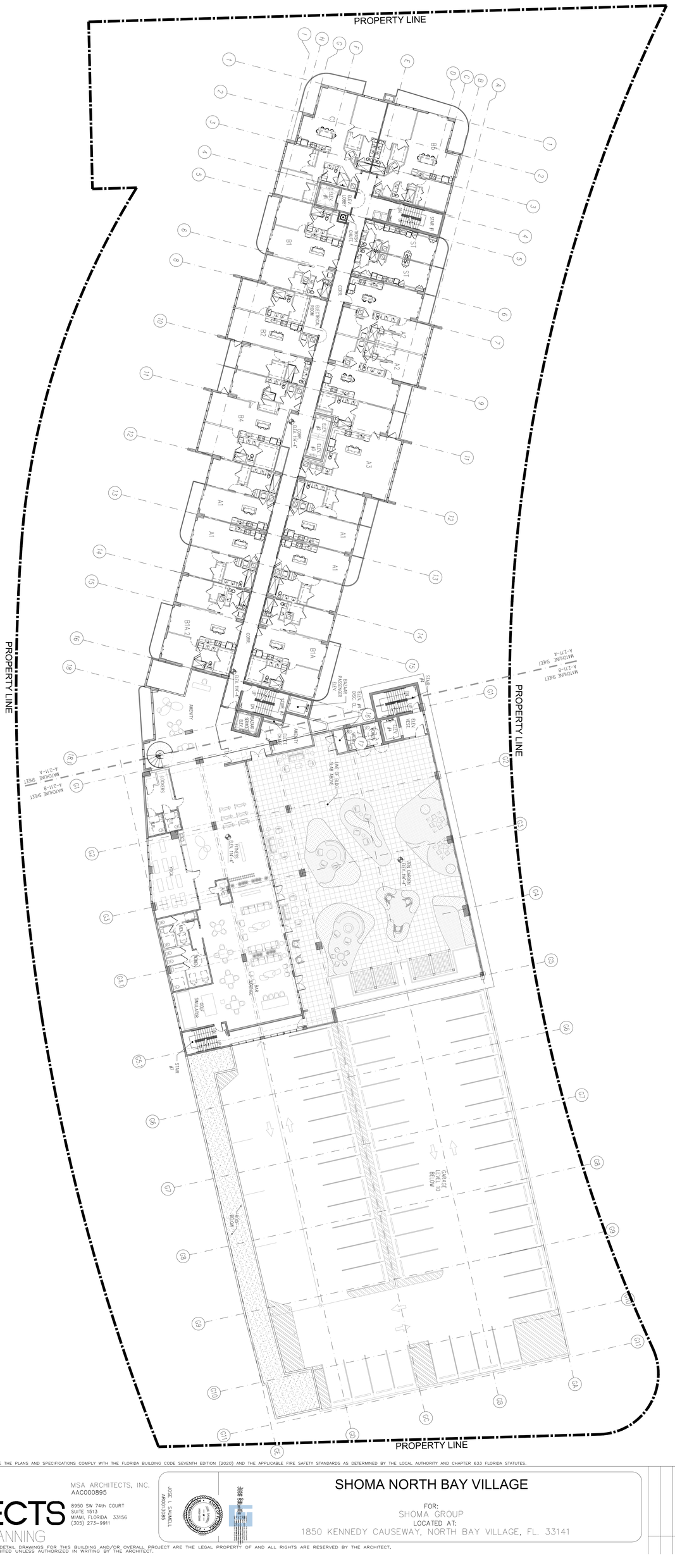

PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
B5
B1
B2
B4
A2.1
A2
A3
A1
B1A
ST
ST
ELEC. #1
ELEC. #1
ELEC. #1
ELEC. VEST.
STAIR #1
STAIR #2
STAIR #3
ELEVATOR
ELEVATOR
ELEVATOR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MATCHLINE SHEET A-211-B
MATCHLINE SHEET A-211-A
MATCHLINE SHEET A-211-B
MATCHLINE SHEET A-211-A
B4
B1
B2
A3
A1
B1A.2
B1A
STAIR #1
ELEV. #1
ELEV. #2
ELEV. #3
ELEV. #4
ELEV. #5
ELEV. #6
ELEV. #7
ELEV. #8
ELEV. #9
ELEV. #10
ELEV. #11
ELEV. #12
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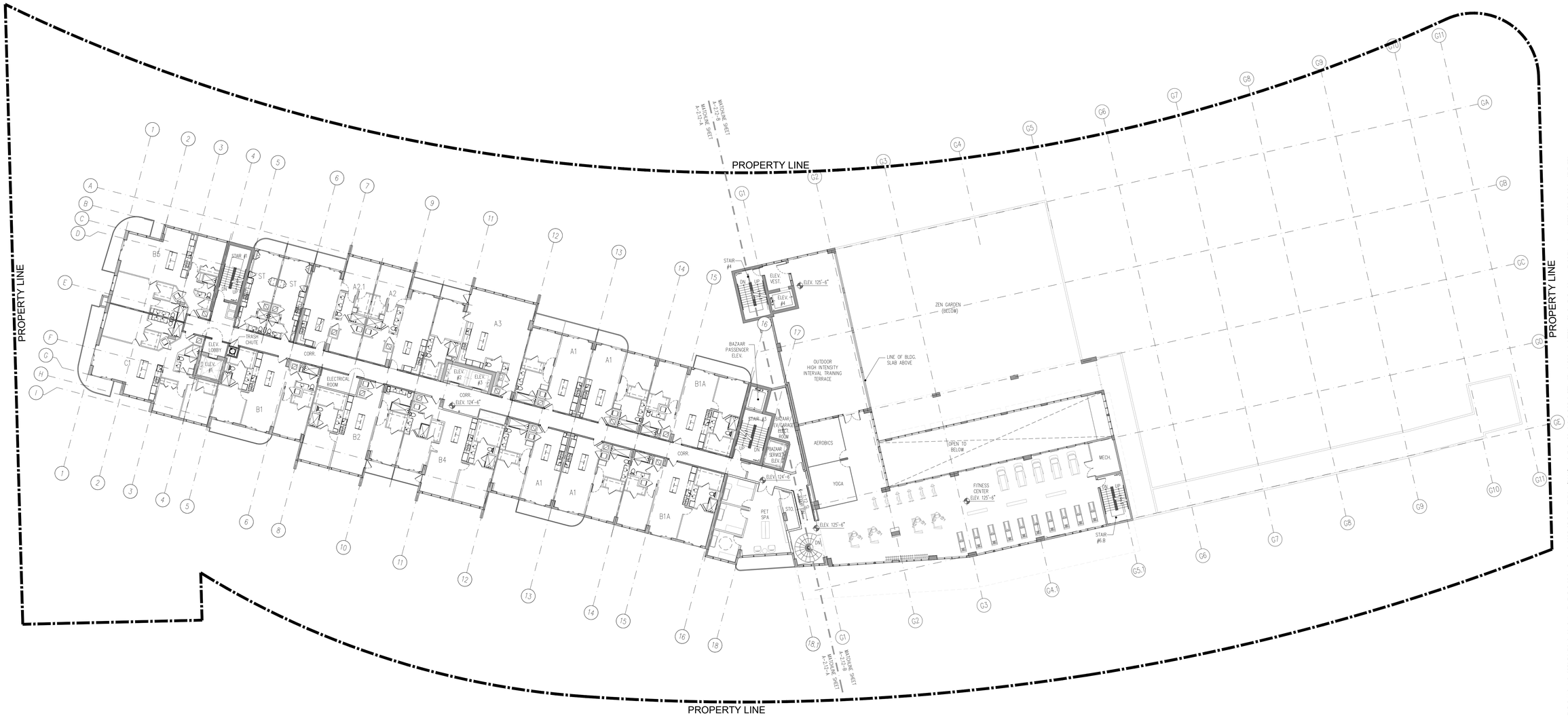
ELEV.



OVERALL LEVEL 12 - PLAN (FITNESS CENTER)

16 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

JOSE I. SAUMELL
AR0013085

MSA ARCHITECTS, INC.
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8950 SW 74th COURT
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(305) 272-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633, FLORIDA STATUTES.

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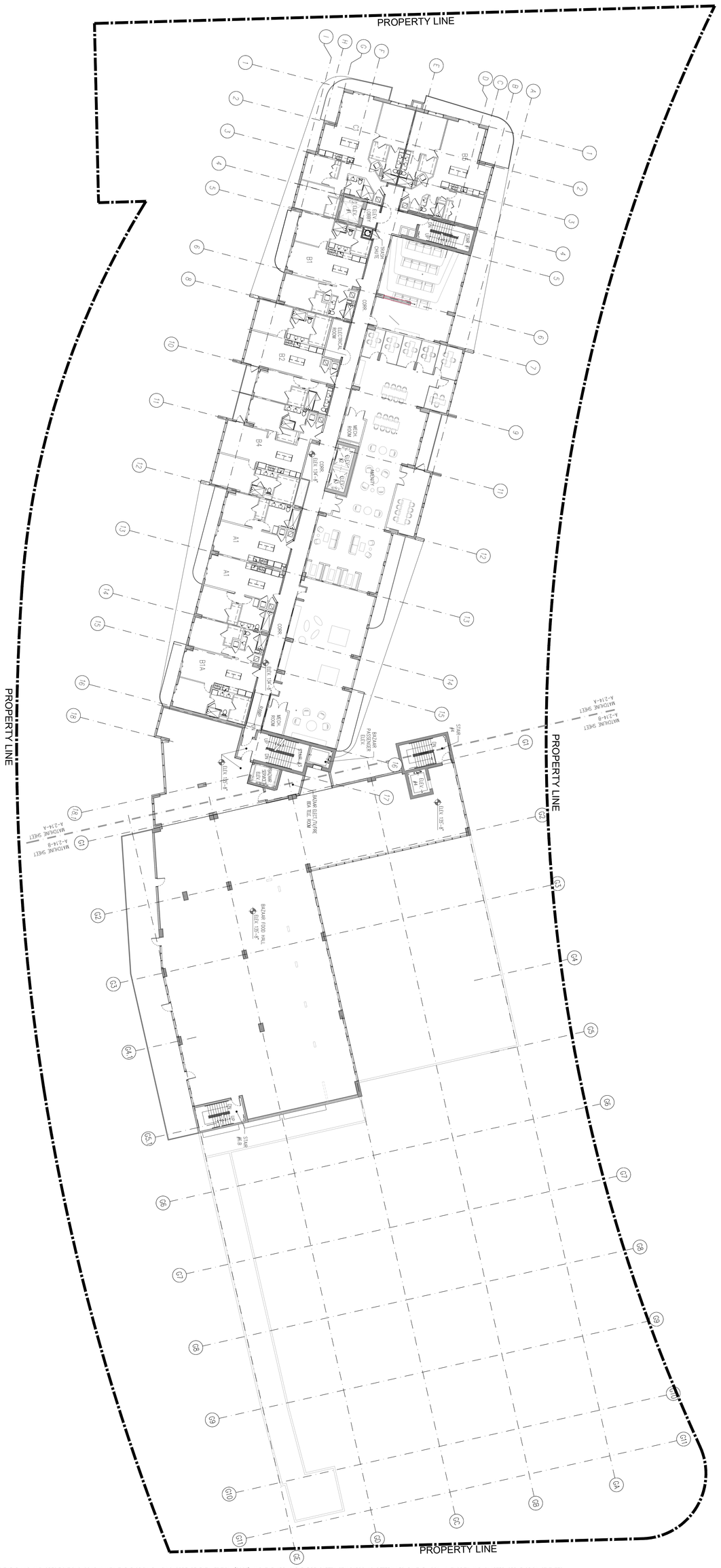
DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 12 - PLAN (FITNESS CENTER)
SHEET NUMBER:	A-2.12



NORTH

OVERALL LEVEL 14 - PLAN

8 UNITS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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JOSE I. SALMUELL
AR0013265

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PNJ
SHEET TITLE:	OVERALL LEVEL 14 - PLAN
SHEET NUMBER:	A-2.14

BY

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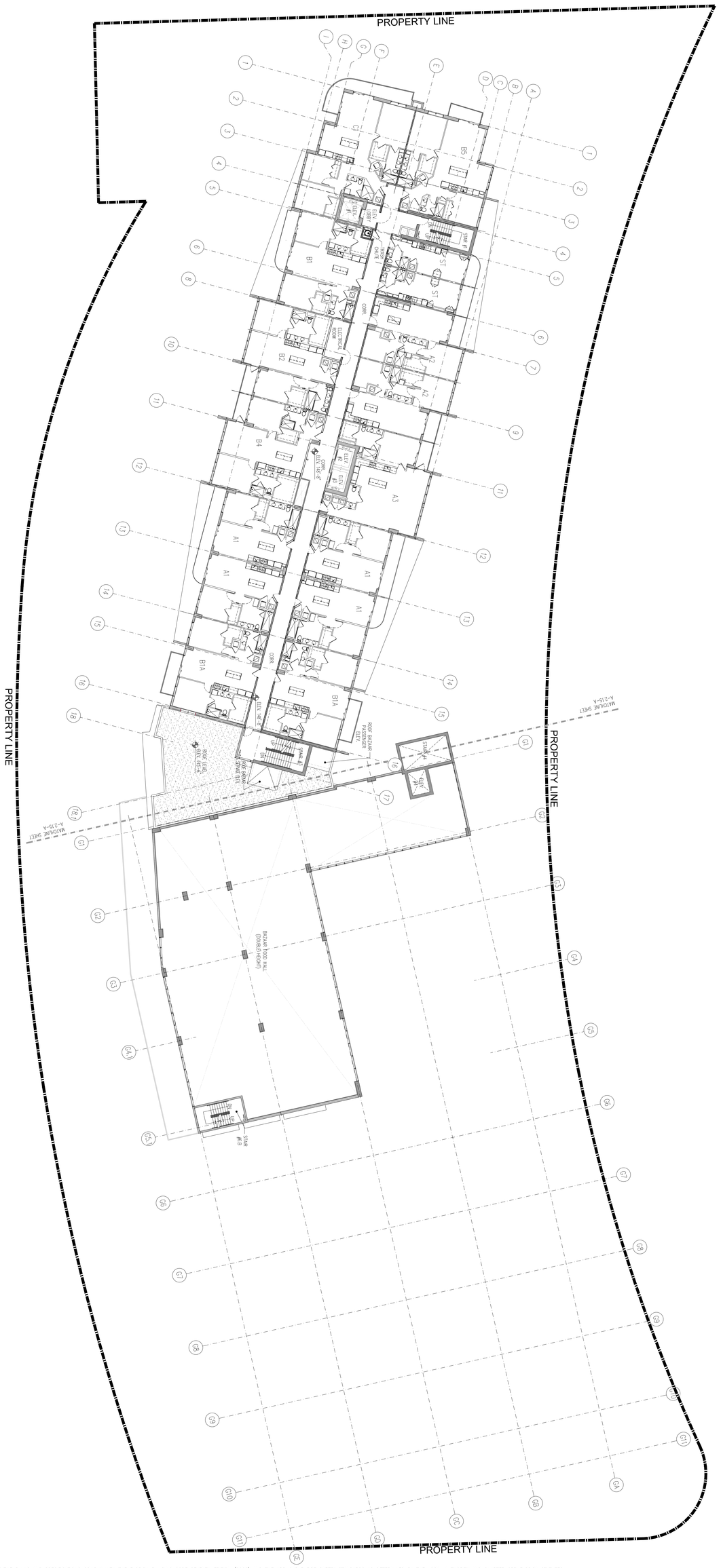

NORTH

OVERALL LEVEL 15 - PLAN

16 DUS/FL = 112 UNITS SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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ARCHITECTURE & PLANNING

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SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

JOSE I. SALMUELL
AR0013085
STATE OF FLORIDA

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

DRAWN
CONTRACT DATE
SCALE: AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE:
OVERALL LEVEL 15 - PLAN
SHEET NUMBER:
A-2.15

BY

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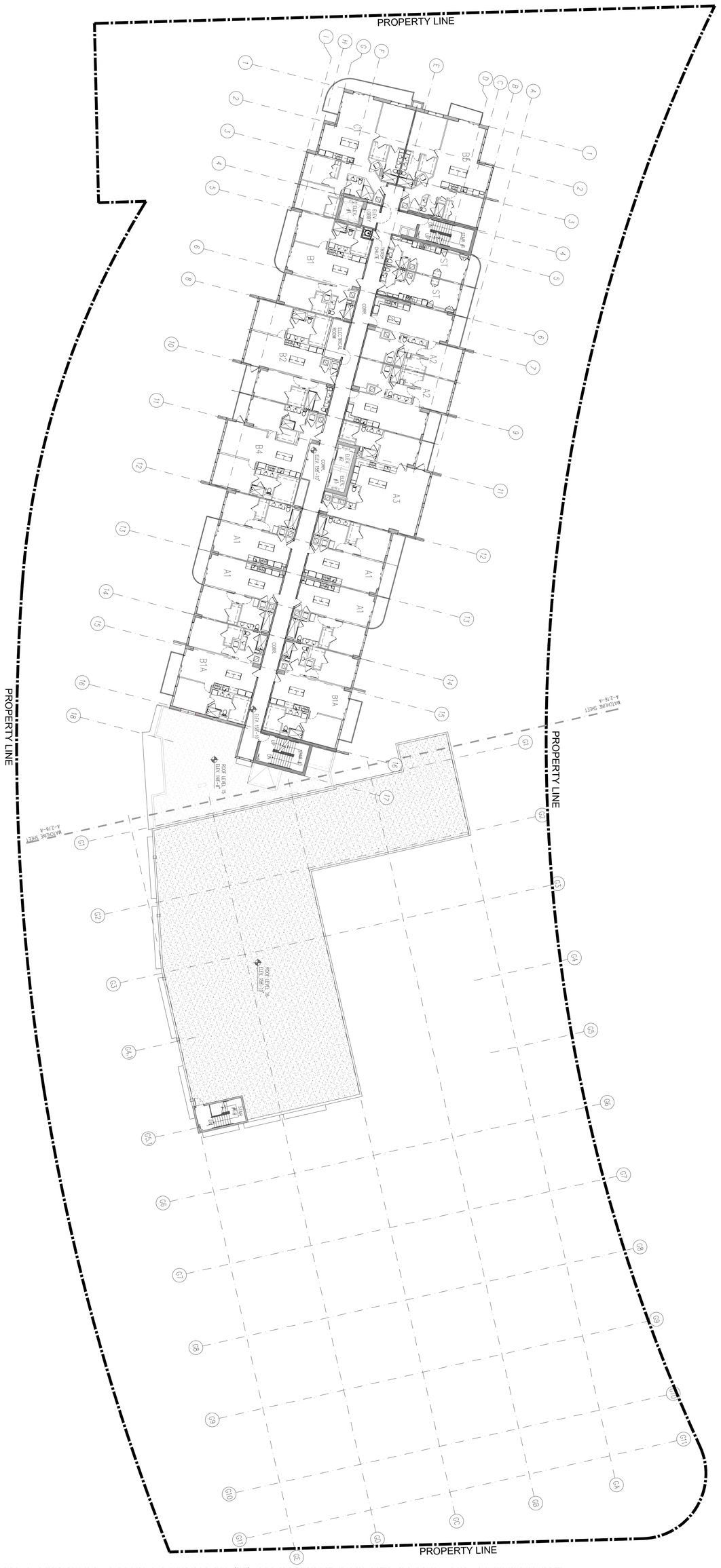

NORTH

OVERALL LEVEL 16- PLAN

16 DUS/FL = 112 UNITS SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

MSA ARCHITECTS
ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC.
AA0000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

JOSE I. SALMUELL
AR0013285
STATE OF FLORIDA

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE:
OVERALL LEVEL 16- PLAN
SHEET NUMBER:
A-2.16

BY

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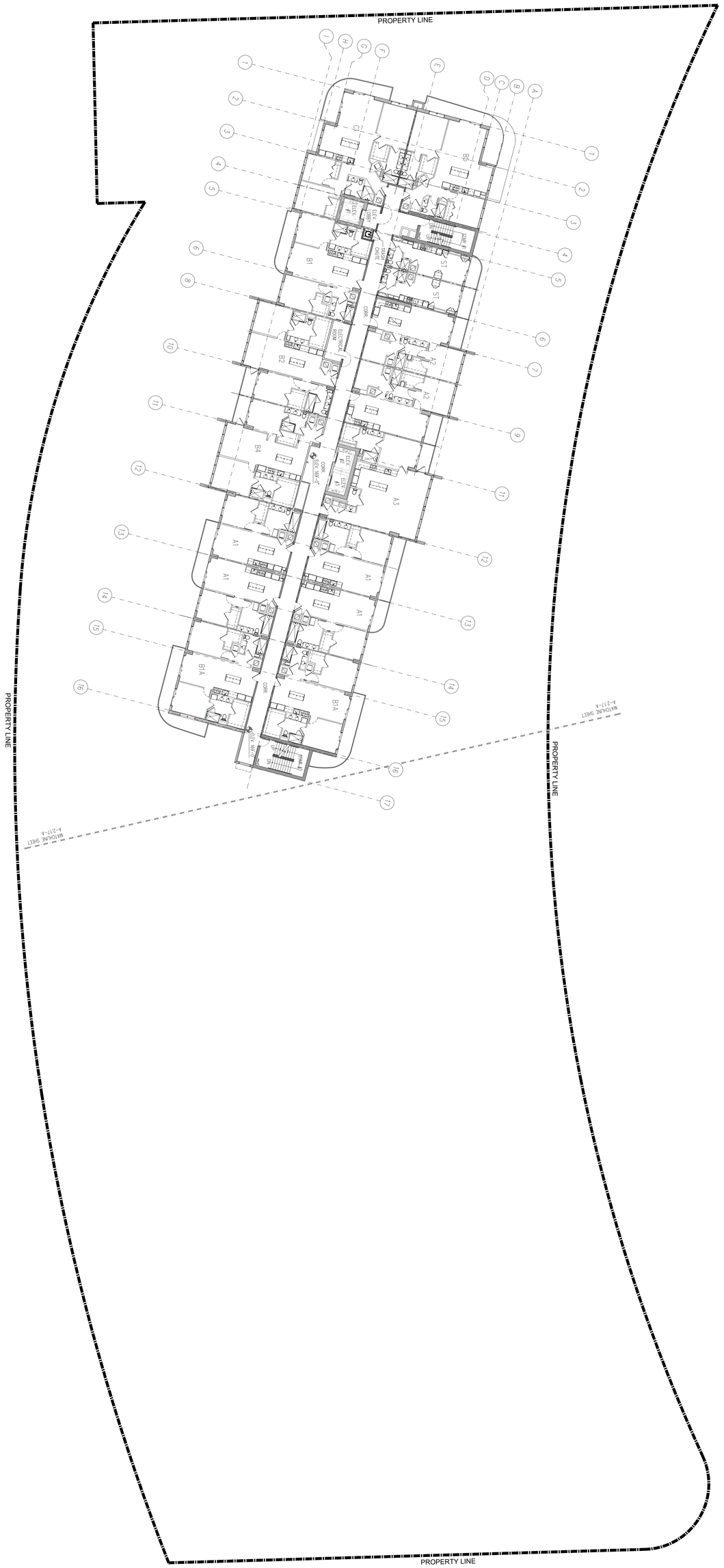

OVERALL LEVEL 17 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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(305) 273-9911

JOSE I. SALAMUEL
AR0013285

STATE OF FLORIDA
JOSE I. SALAMUEL
LICENSE NO. AR0013285

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

DRAWN	BY
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 17 - PLAN
SHEET NUMBER:	A-2.17

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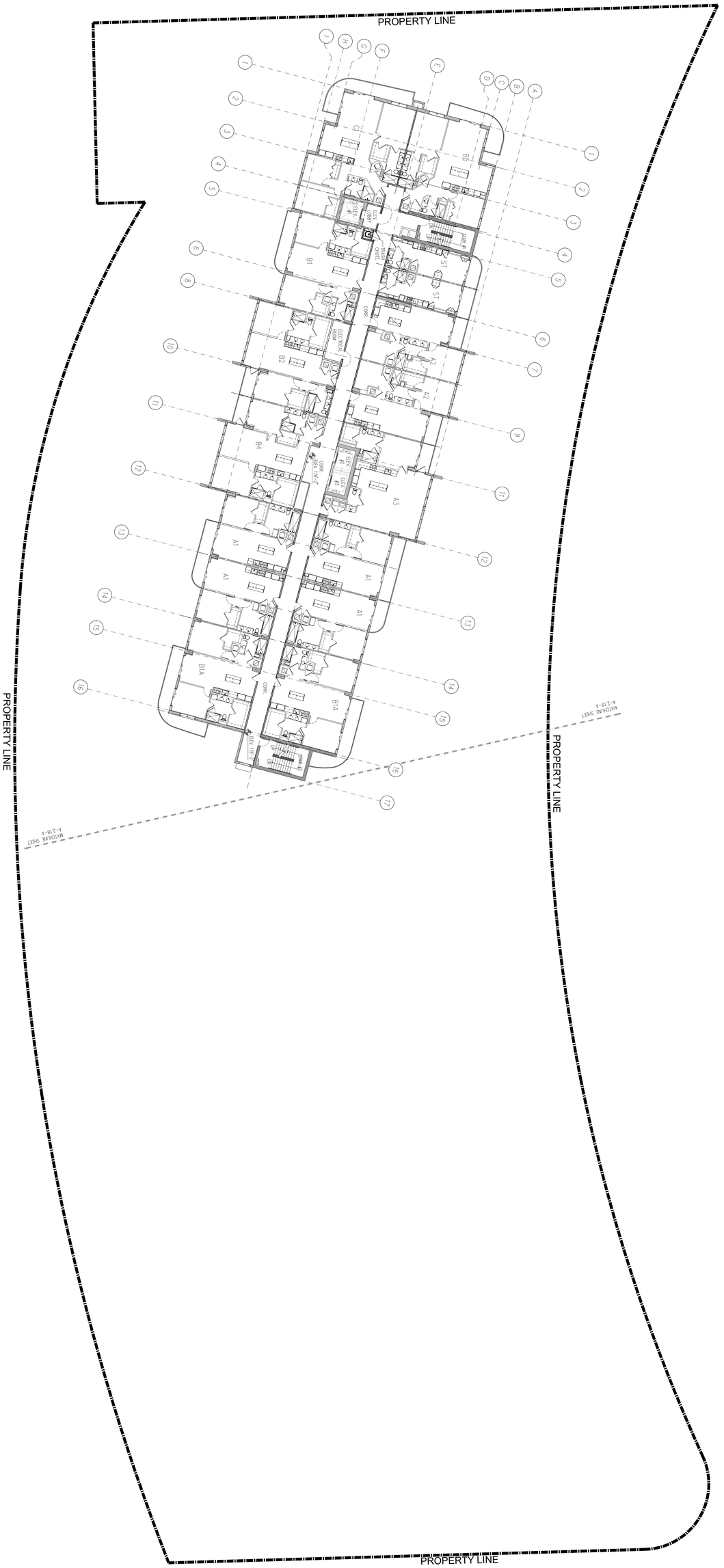

NORTH

OVERALL LEVEL 18 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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JOSE I. SALAMUEL
AR0013285

3/28/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

DRAWN	BY
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 18 - PLAN
SHEET NUMBER:	A-2.18

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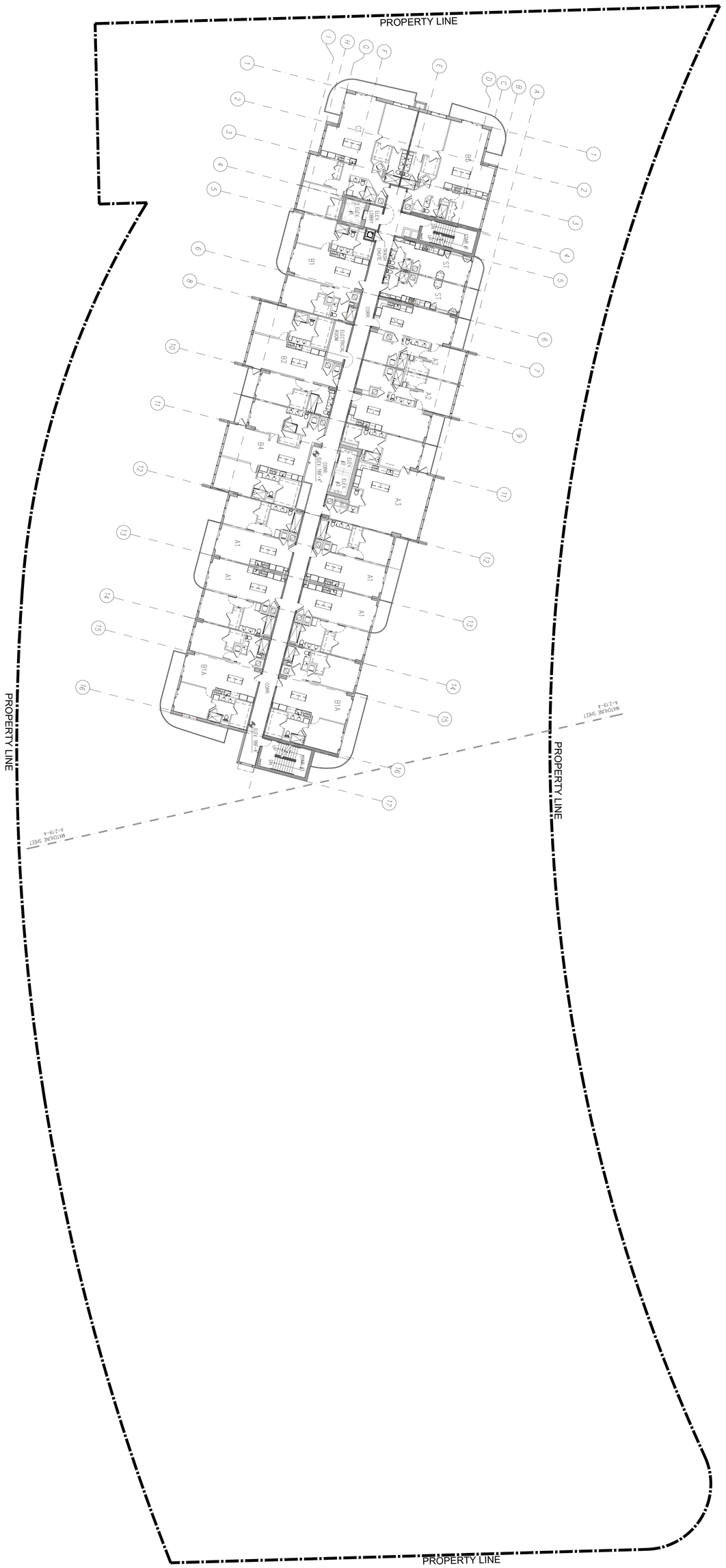
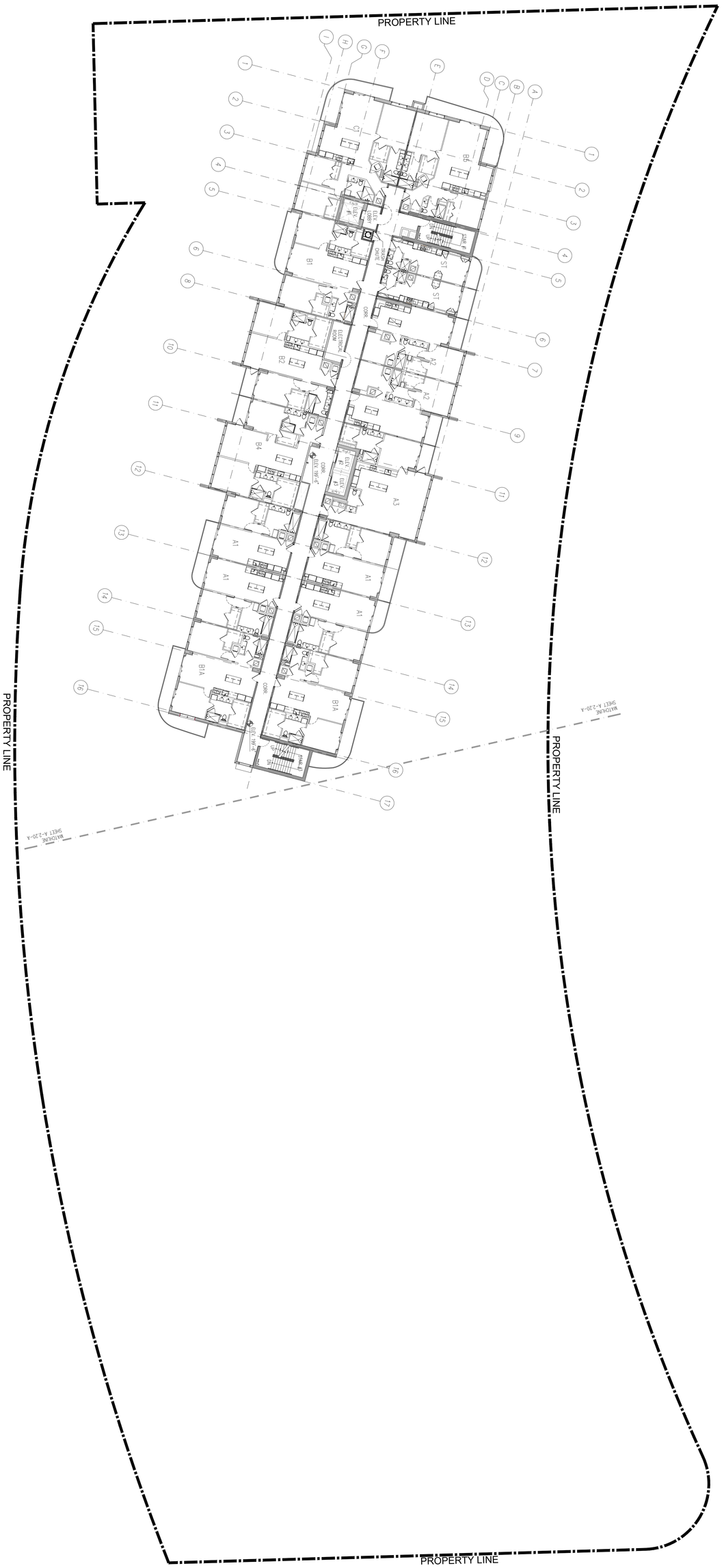
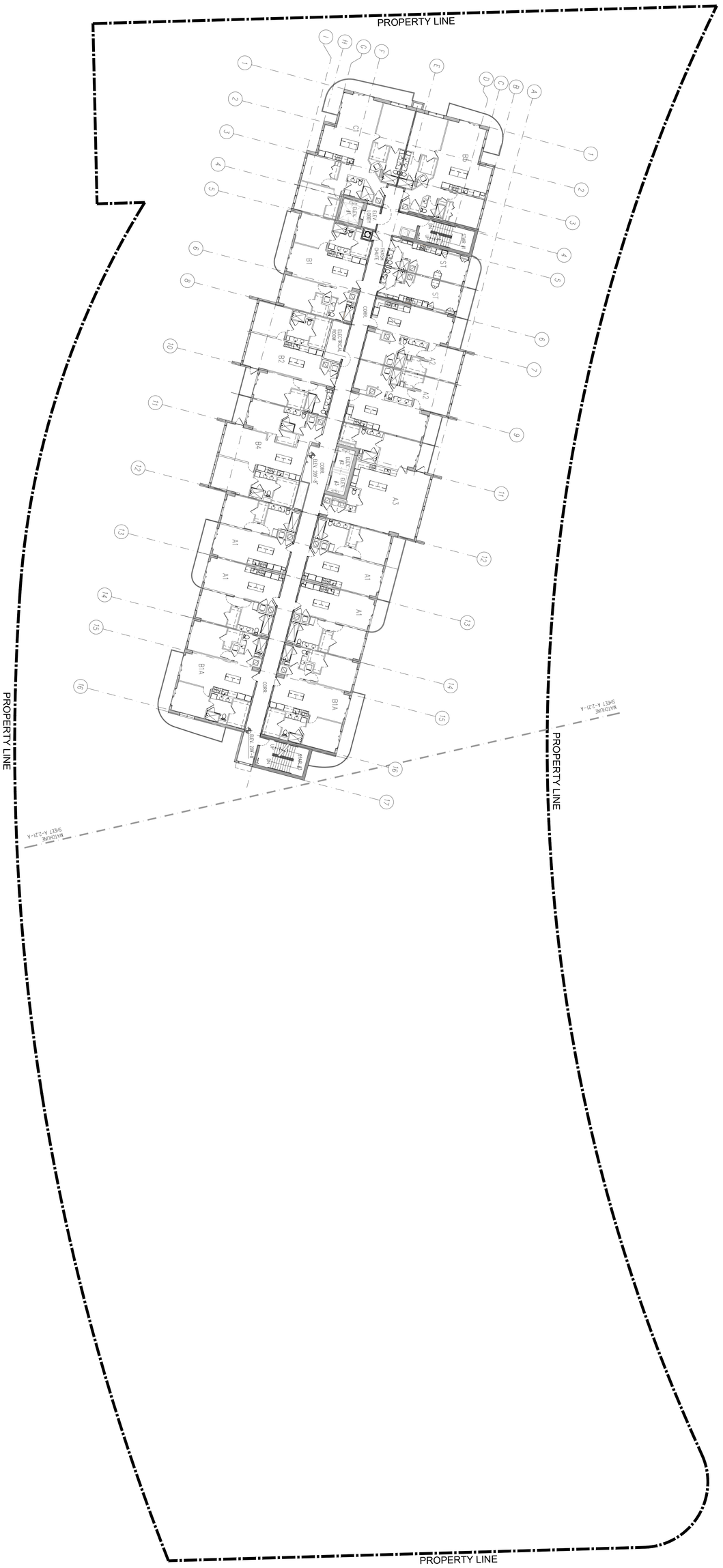

PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
MATCHLINE SHEET A-2.19-A
MATCHLINE SHEET A-2.19-A
B4
C1
B1
B2
B4
A1
A1
B1A
B1A
A3
A2
ST1
ST2
CORR
ELEV. 198'-4"
ELEV. 198'-4"
ELEV. 198'-4"


PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
MATCHLINE SHEET A-2.20-A
MATCHLINE SHEET A-2.20-A
C1
B4
B1
ST
ST
CORR
ELEV. 98'-6"
ELEV. 98'-6"
ELEV. 98'-6"



OVERALL LEVEL 21 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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JOSE I. SAAMELL
AR0013285

STATE OF FLORIDA
JOSE I. SAAMELL
REGISTERED
ARCHITECT
No. AR0013285

8/8/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY	

DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE:
OVERALL LEVEL 21 - PLAN
SHEET NUMBER:
A-2.21

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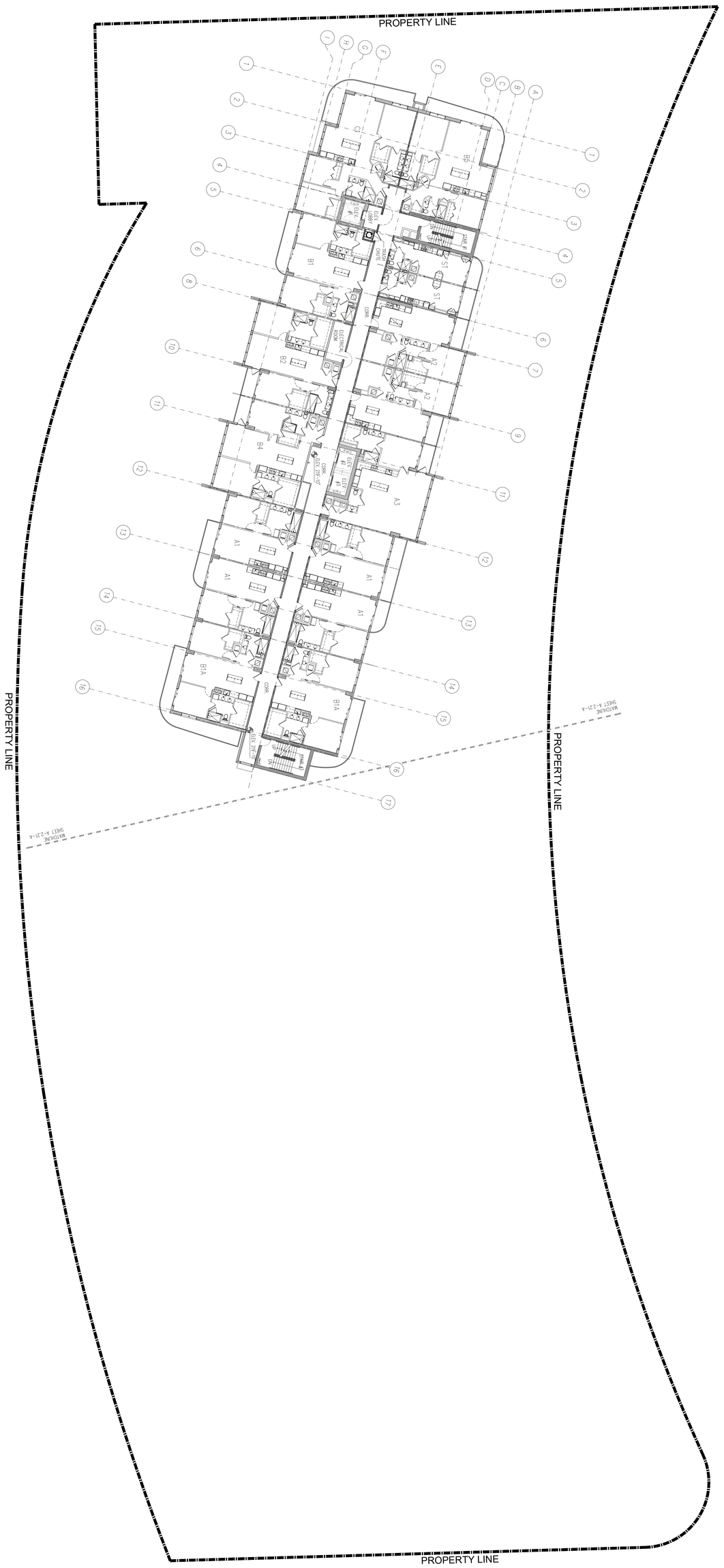

NORTH

OVERALL LEVEL 22 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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STATE OF FLORIDA
JOSE I. SALAMUEL
AR0013285
MSA ARCHITECTS, INC.
AAC000895

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 22 - PLAN
SHEET NUMBER:	A-2.22

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ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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JOSE I. SAUMELL
AR0013085

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY	

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SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 23 - PLAN
SHEET NUMBER:	A-2.23

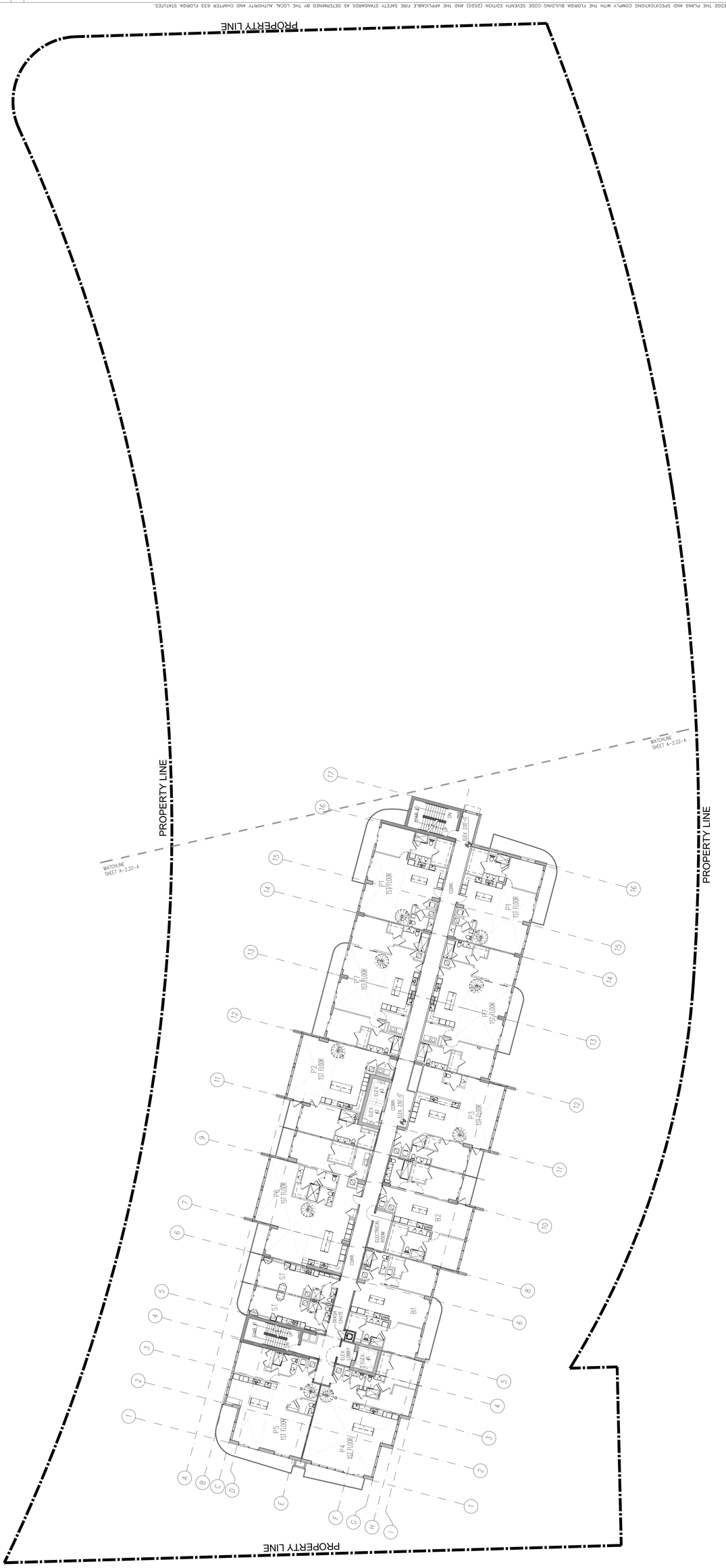
OVERALL LEVEL 23 - PLAN (FIRST FLOOR)

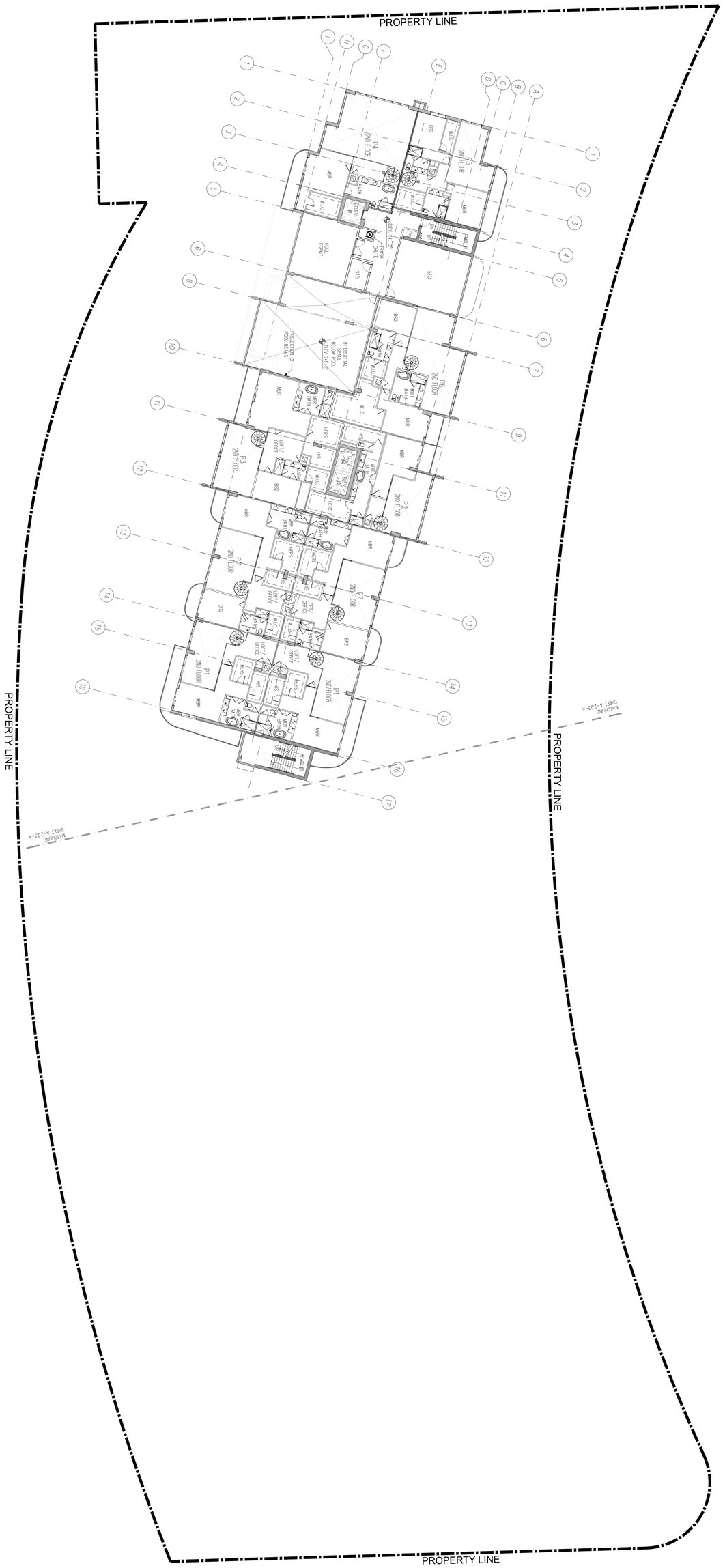
13 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023





OVERALL LEVEL 23.2 - PLAN (SECOND FLOOR)

(REFER TO A-2.22 FOR UNIR COUNT) SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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JOSE I. SAAVEDRA
AR0013285

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY	

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CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE: OVERALL LEVEL 23 - PLAN
SHEET NUMBER: A-2.23.2

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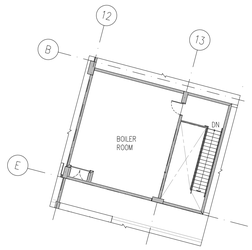
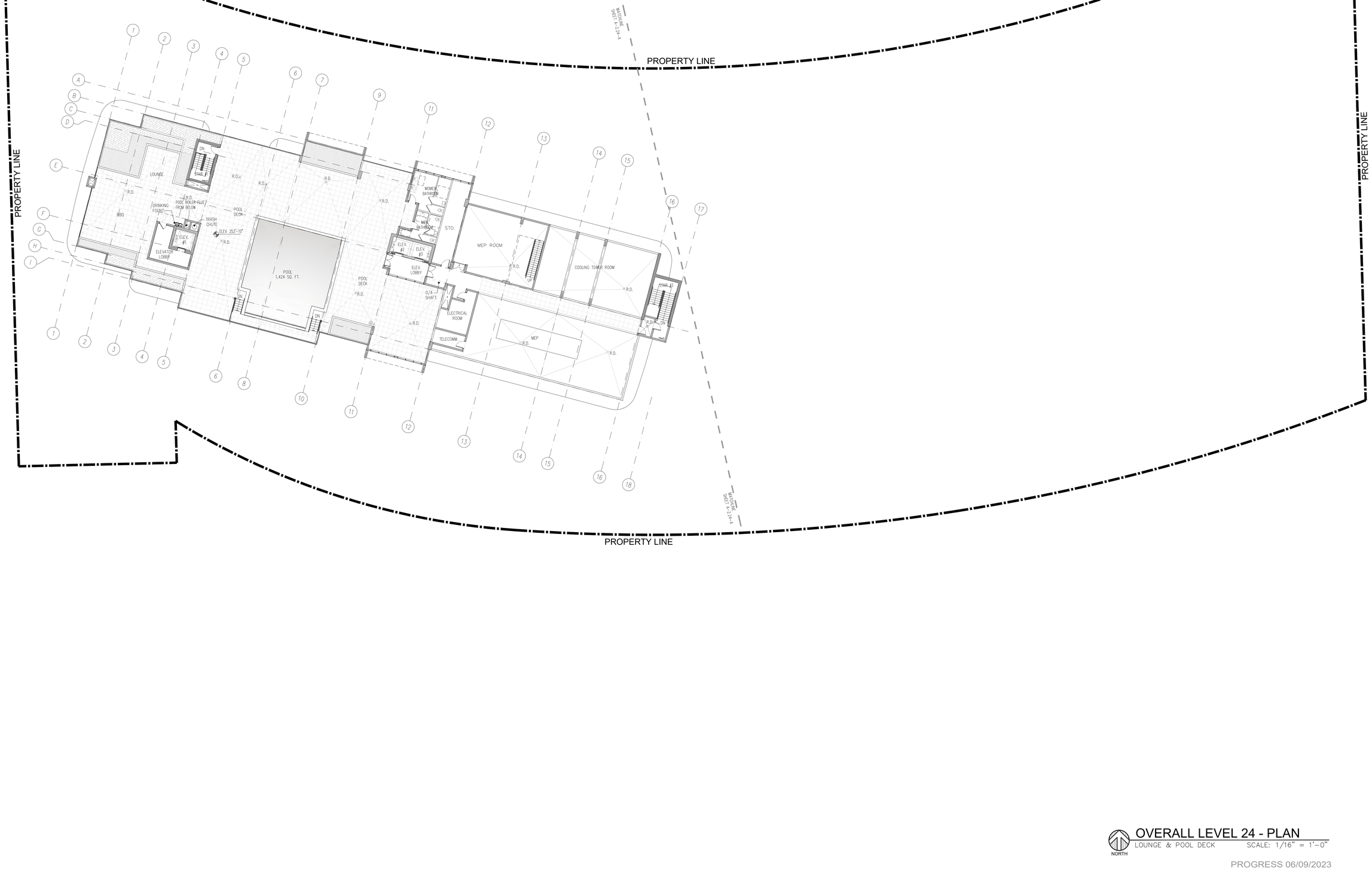


TOP OF ROOF

LEVEL 246'-2" SCALE: 1/16" = 1'-0"



OVERALL LEVEL 24 - PLAN

LOUNGE & POOL DECK SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ

SHEET TITLE:
OVERALL
LEVEL 24 - PLAN

SHEET NUMBER:
A-2.24

BY

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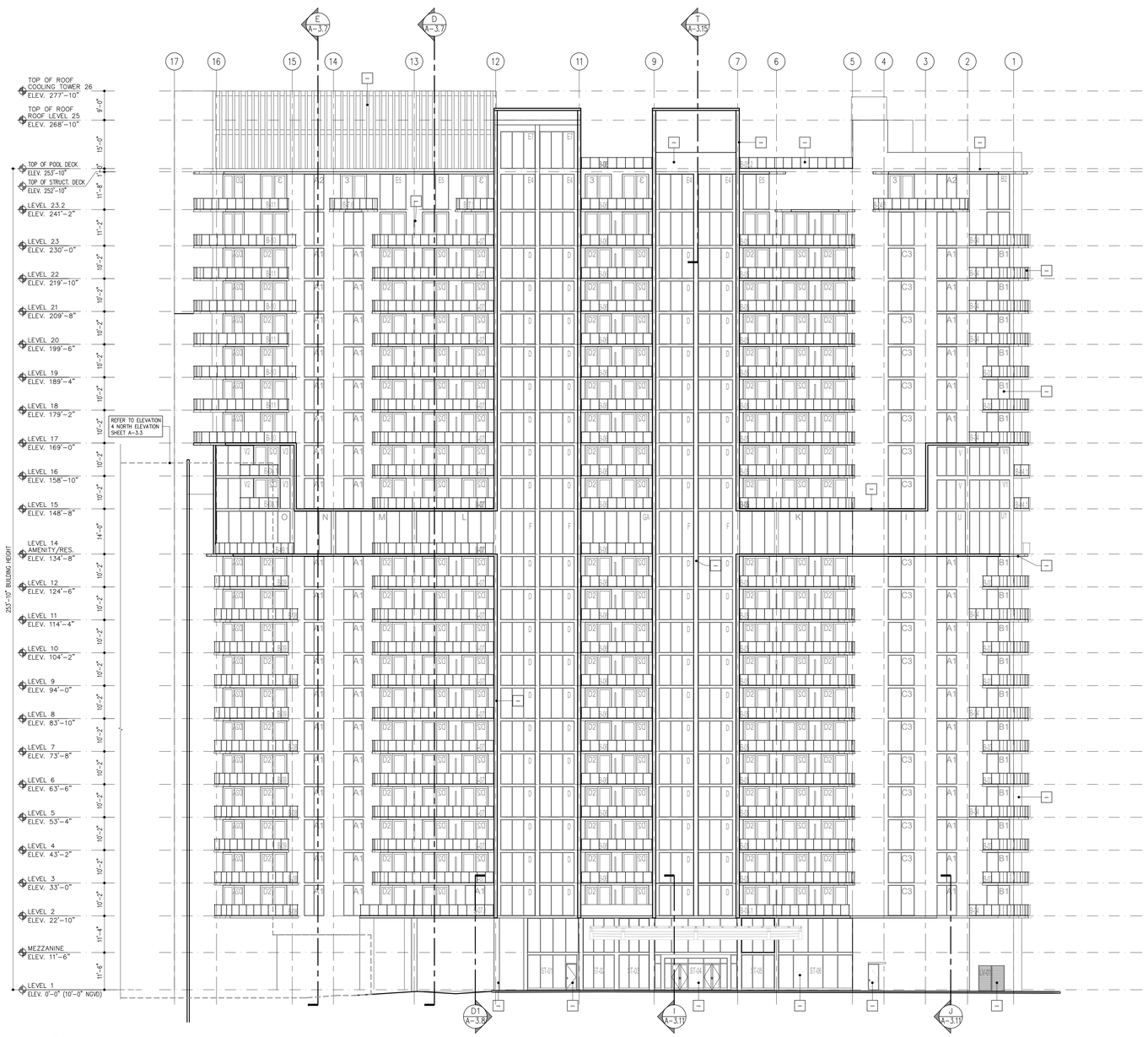
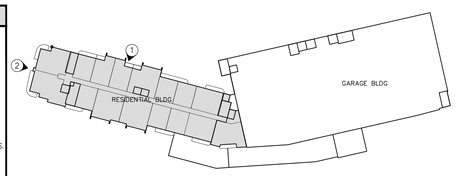


1 NORTH ELEVATION

2 WEST ELEVATION

ELEVATION LEGEND

1. 5/8" LITE-TEXTURED STUCCO FINISH W/ (2) LAYERS ACRYLIC PAINT & (1) LAYER PRIMER.
2. 5/8" SMOOTH STUCCO FINISH W/ (2) LAYERS ACRYLIC PAINT & (1) COAT PRIMER.
3. RAISED STUCCO/ BAND (U.N.O.).
4. IMPACT ALUMINUM SLIDING/SWING GLASS DOORS W/ GREY FRAME
5. IMPACT RATED ALUMINUM GLASS WINDOWS W/ GREY FRAME.
6. IMPACT RATED ALUMINUM GLASS STOREFRONT
7. IMPACT HOLLOW METAL INSULATED DOOR.
8. ALUMINUM PICKET RAILING (G.C. SHALL SUBMIT SHOP DWGS BY FL. LICENSED ENGINEER)
9. PAINTED ALUM. AWNING GC TO SUBMIT SHOP DWGS FOR A/E APPROVAL BY GC'S FL. LICENSED PENALTY ENGINEER.
10. METAL LOUVER G.C. TO SUBMIT VALID N.O.A./PRODUCT APPROVAL AND SHOP DRAWINGS FOR A/E APPROVAL. GC TO COORDINATE WITH LANDLORD'S FUTURE TENANT, MEP CONSULTANT AND FPL FOR SIZE, LOCATION AND REQUIREMENTS (TYP.)
11. DRYER & BATH EXHAUST OR OUTSIDE-AIR INTAKE VENT, REFER TO SERIES "2" BUILDING PLANS, SERIES "4" UNIT PLANS & MEP PLANS FOR ADDITIONAL INFO.
12. SIGNAGE (BY OWNER'S SIGNAGE CONSULTANT. UNDER SEPARATE PERMIT)
13. LIGHT FIXTURE (REFER TO ELEC. PLAN).
14. PAINT W/ (2) LAYERS ACRYLIC PAINT & (1) LAYER PRIMER.
15. TOOLED STUCCO SCORELINE (3/4"W X 1/4"D)
16. CONCRETE EYEBROW
17. ALUM. EYEBROW. G.C. TO SUBMIT SHOP DWGS FOR APPROVAL.
18. VEGETATION/GREEN WALL OVER ALUM. MESH PANEL
19. BACKLIT SIGNAGE BY OWNER'S SIGNAGE CONSULTANT (UNDER SEPARATE PERMIT)
20. IMPACT RATED CAT II SAFETY GLAZING GUARD RAIL (G.C. TO SUBMIT SHOP DWGS BY G.C.'S FL. LICENCED SPECIALTY ENGINEER FOR A/E APPROVAL)
21. CONC. FRAME W/ 5/8" SMOOTH STUCCO Φ ALL SIDES
22. ALUM. FRAME AND MESH (BY G.C.'S FL. LICENCED SPECIALTY ENGINEER. G.C. TO SUBMIT SHOP DWGS FOR APPROVAL). SEE SHEETS A-3.15 & A-3.16 FOR DETAILS.
23. ALUM. TUBE BEAMS (BY G.C.'S FL. LICENSED SPECIALTY ENGINEER. G.C. TO SUBMIT SHOP DWGS FOR APPROVAL). SEE SHEETS A-3.15/A-3.16 FOR DTLS.
24. IMPACT RATED STOREFRONT W/ SPANDREL GLASS (G.C. SHALL SUBMIT VALID NOA AND/OR FLORIDA PRODUCT APPROVAL). PUBLIX SHALL APPROVE SHOP DWGS (BY G.C.) AND NOA
25. ALUM. FRAME AND MESH (BY G.C.'S FL. LICENCED SPECIALTY ENGINEER. G.C. TO SUBMIT SHOP DWGS FOR APPROVAL). SEE SHEETS A-3.15 & A-3.16 FOR DETAILS.
26. ALUM. TRELLIS (BY G.C.'S SPECIALTY ENGINEER. SUBMIT SHOP DWGS FOR APPROVAL BY G.C.'S FL. LICENCED ENGINEER).
27. EMERGENCY OVERFLOW SCUPPER
28. MESH ALUM. RAILING (G.C. TO SUBMIT SHOP DWGS BY G.C.'S FL. LICENCED SPECIALTY ENGINEER FOR A/E APPROVAL)
29. ALUM. PANELING (OR APPROVED EQUAL) BY GC'S SPECIALTY ENGINEER. SUBMIT SHOP DWGS FOR APPROVAL. FIELD VERIFY DIMENSIONS AND OPENINGS PRIOR TO FABRICATION.
30. CONCRETE FIN WITH 5/8" SMOOTH STUCCO. 2 COATS PAINT AND 1 COAT PRIMER.
31. LOUVER. GC TO SUBMIT NOA/PRODUCT APPROVAL & SHOP DWG'S BY GC'S LICENSED ENGINEER. SHALL BE APPROVED BY AOL & PUBLIX.
32. L.E.D. STRIP LIGHT.



KEYPLAN
NORTH
SCALE: N.T.S.

RESIDENTIAL ELEVATIONS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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JOSE I. SAUMELL
AR0013085

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

	BY

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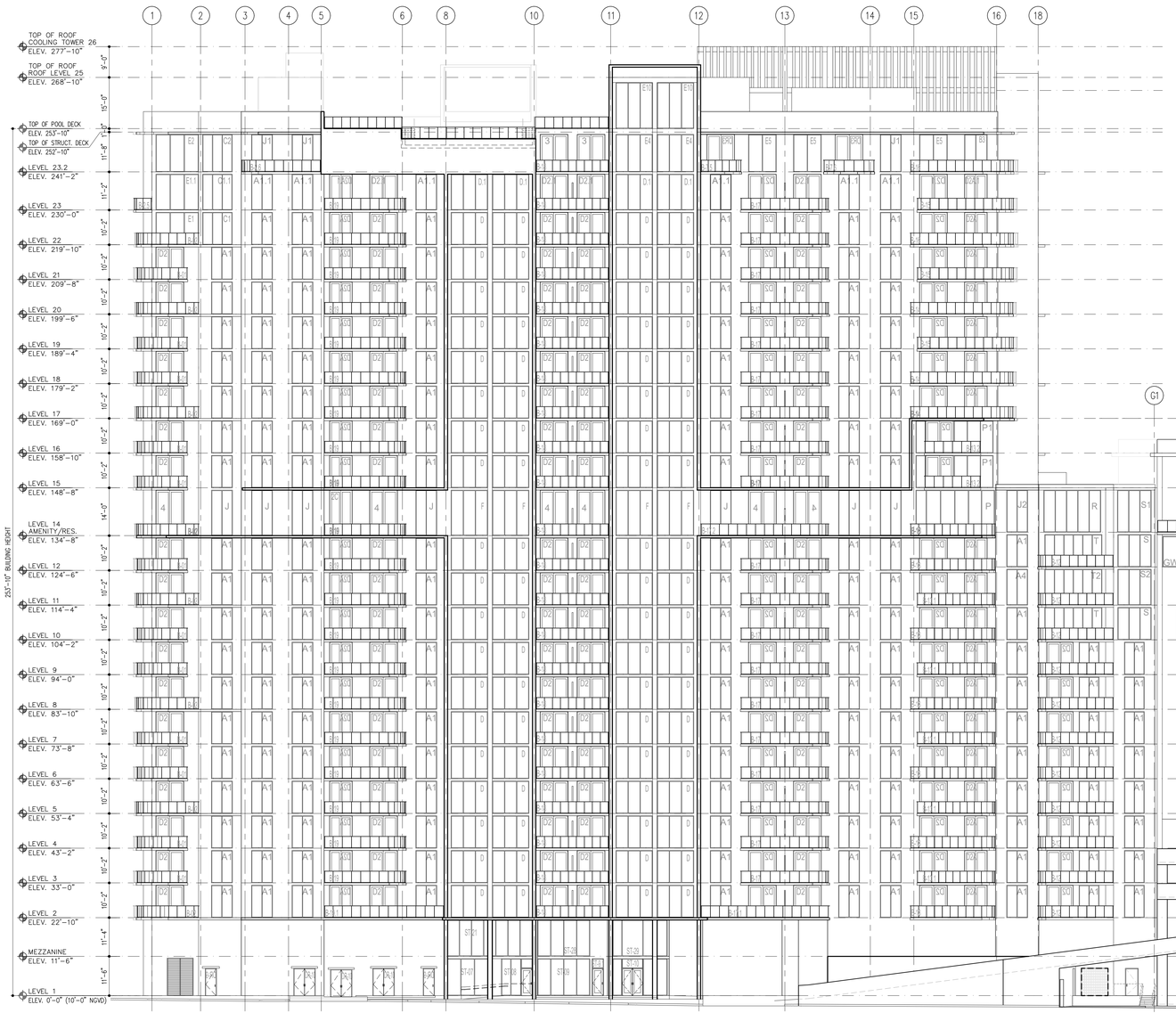
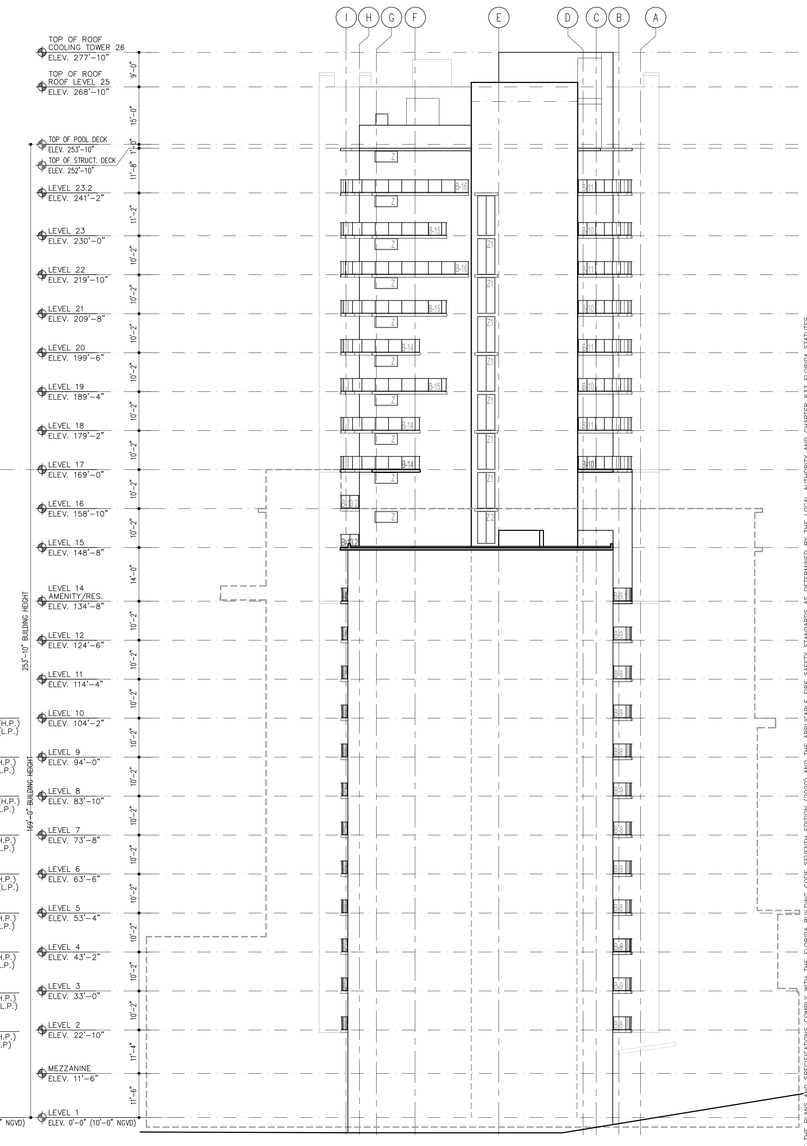
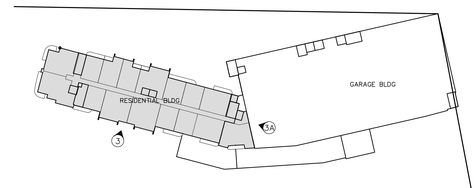
DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	RESIDENTIAL ELEVATIONS
SHEET NUMBER:	A-3.1



3 SOUTH ELEVATION



3A EAST ELEVATION



KEYPLAN
NORTH
SCALE: N.T.S.

RESIDENTIAL ELEVATIONS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

Jose Saumell

JOSE I. SAUMELL
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MSA ARCHITECTS
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ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.
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DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE: RESIDENTIAL ELEVATIONS
SHEET NUMBER: A-3.2

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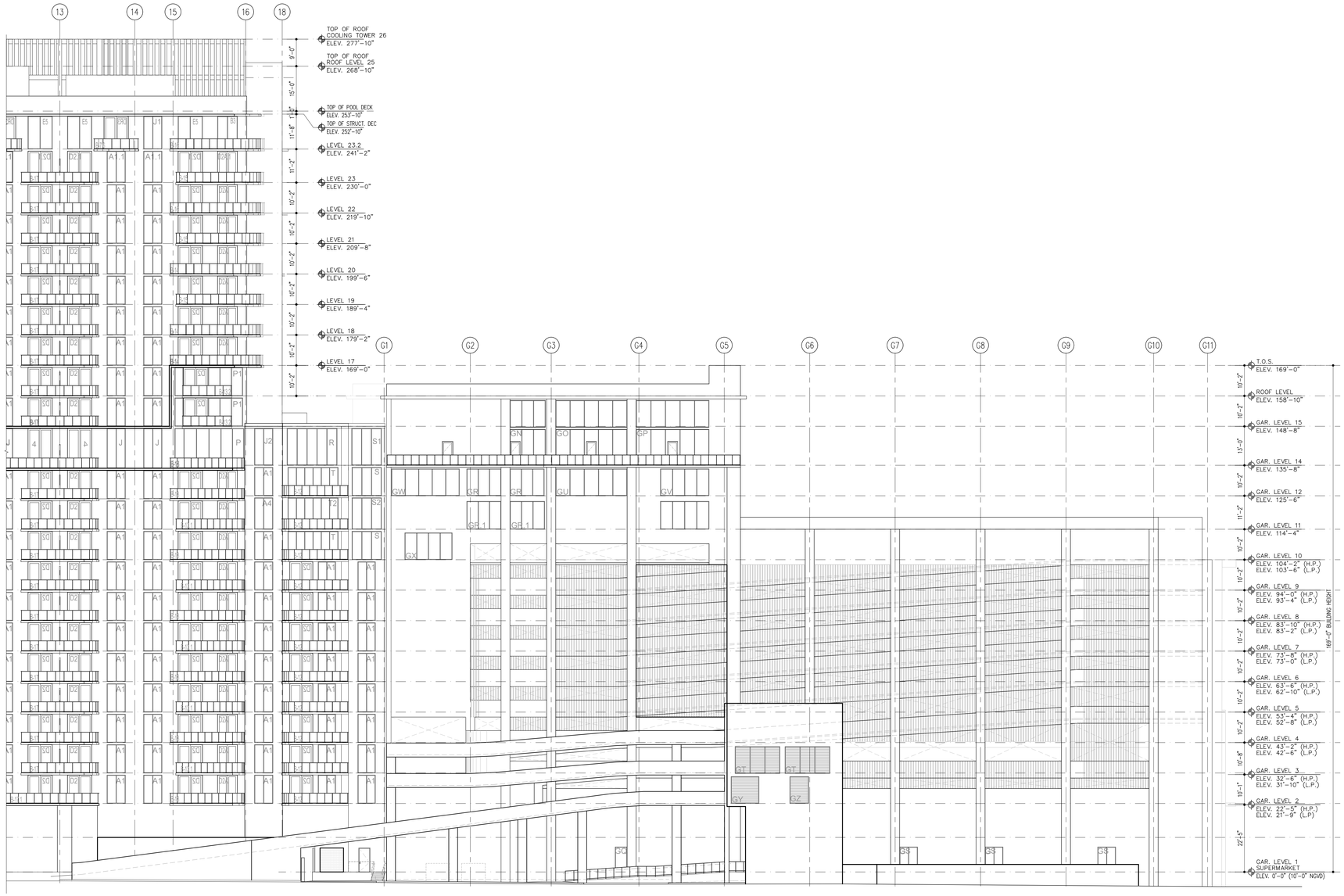
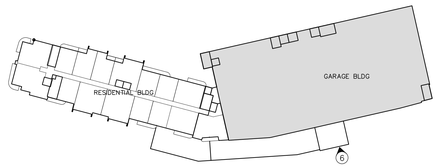


6 SOUTH ELEVATION
GARAGE BLDG



KEYPLAN
NORTH
SCALE: N.T.S.

GARAGE BLDG II
ELEVATIONS
SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE: GARAGE BLDG ELEVATIONS
SHEET NUMBER: A-3.4



KEYPLAN

SCALE: N.T.S.

A SECTION A

BUILDING SECTIONS

SCALE: 3/32" = 1'-0"

PROGRESS 06/09/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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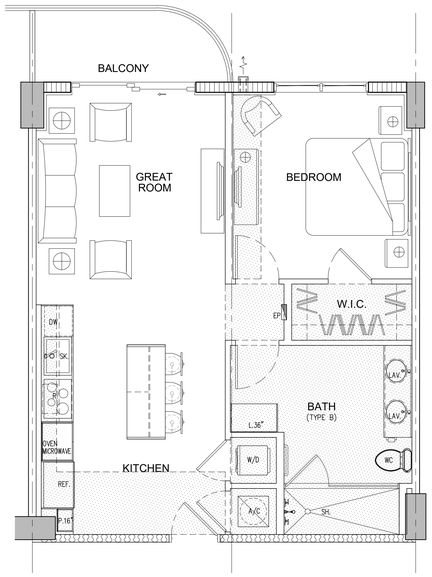
DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

SHEET TITLE: SECTION - A

SHEET NUMBER: A-3.5



UNIT A1

(1 BD/1 BTH)

GROSS A/C AREA = 750 SQ. FT.
BALCONY = 60 SQ. FT.

(78 DU'S)

0202	0203	0207	0208	0302	0303	0307	0308
0402	0403	0407	0408	0502	0503	0507	0508
0602	0603	0607	0608	0702	0703	0707	0708
0802	0803	0807	0808	0902	0903	0907	0908
1002	1003	1007	1008	1102	1103	1107	1108
1202	1203	1207	1208			1407	1408
1502	1503	1507	1508	1602	1603	1607	1608
1702	1703	1707	1708	1802	1803	1807	1808
1902	1903	1907	1908	2002	2003	2007	2008
2102	2103	2107	2108	2202	2203	2207	2208
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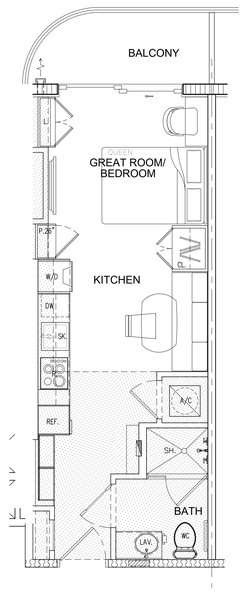


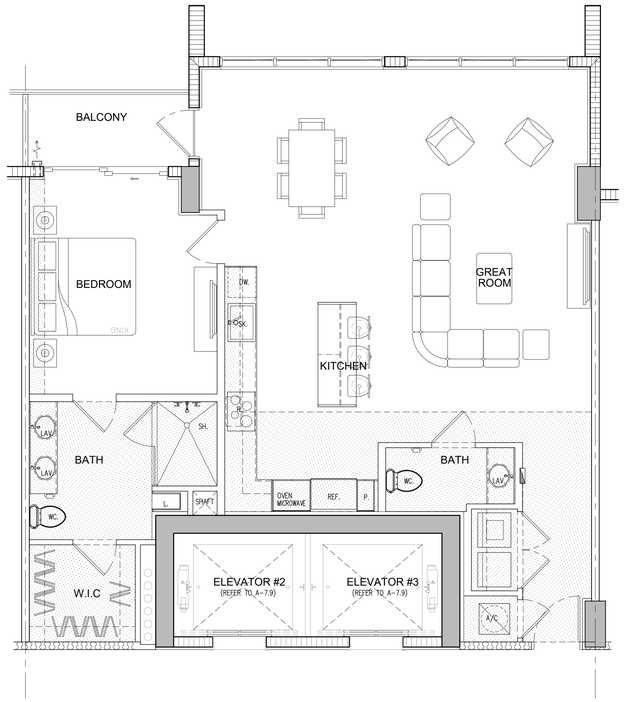
UNIT STUDIO (ST)

(0 BD/1 BTH)

GROSS A/C AREA =376 SQ. FT.
(SEE MECH. DWG'S FOR EXHAUST)
BALCONY= 56 SQ. FT.

(40 DU'S)

0214	0215	0314	0315	0414	0415
0514	0515	0614	0615	0714	0715
0814	0815	0914	0915	1014	1015
1114	1115	1214	1215		
1514	1515	1614	1615	1714	1715
1814	1815	1914	1915	2014	2015
2114	2115	2214	2215	2314	2315
MIRRORED		MIRRORED		MIRRORED	



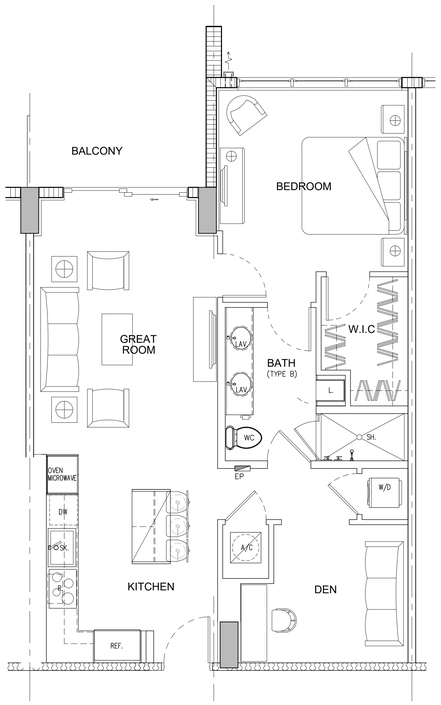
UNIT A3

(1 BD/1.5 BTH)

GROSS A/C AREA = 1187 SQ. FT.
BALCONY = 53 SQ. FT.

(19 DU'S)

0201	0301	0401	0501
0601	0701	0801	0901
1001	1101	1201	
1501	1601	1701	1801
1901	2001	2101	2201



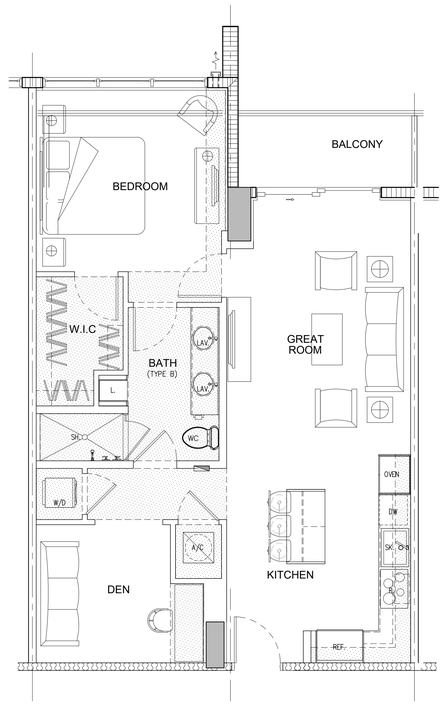
UNIT A2.1

(1 BD/1 BTH + DEN)

GROSS A/C AREA = 871 SQ. FT.
BALCONY = 57 SQ. FT.

(19 DU'S)

0216	0316	0416
0516	0616	0716
0816	0916	1016
1116	1216	
1516	1616	1716
1816	1916	2016
2116	2216	



UNIT A2

(1 BD/1 BTH + DEN)

GROSS A/C AREA = 881 SQ. FT.
BALCONY = 57 SQ. FT.

(19 DU'S)

0217	0317	0417
0517	0617	0717
0817	0917	1017
1117	1217	
1517	1617	1717
1817	1917	2017
2117	2217	

UNIT PLANS

SCALE: 1/4" = 1'-0"

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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MSA ARCHITECTURE & PLANNING

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AR0013085

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

SHEET TITLE: UNIT PLANS

SHEET NUMBER: A-4.1

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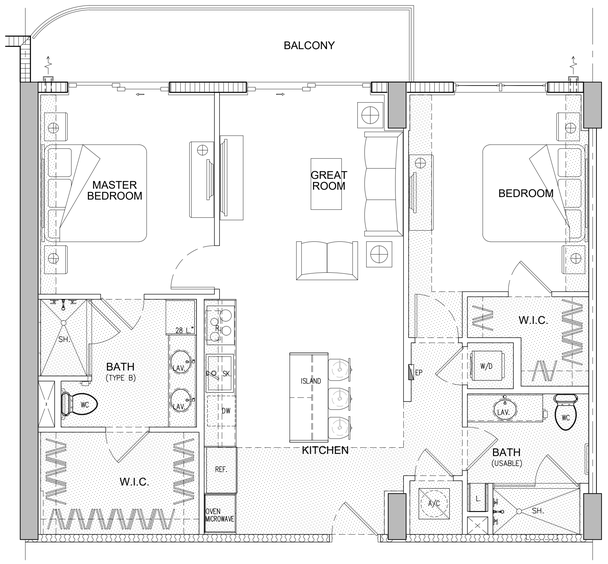


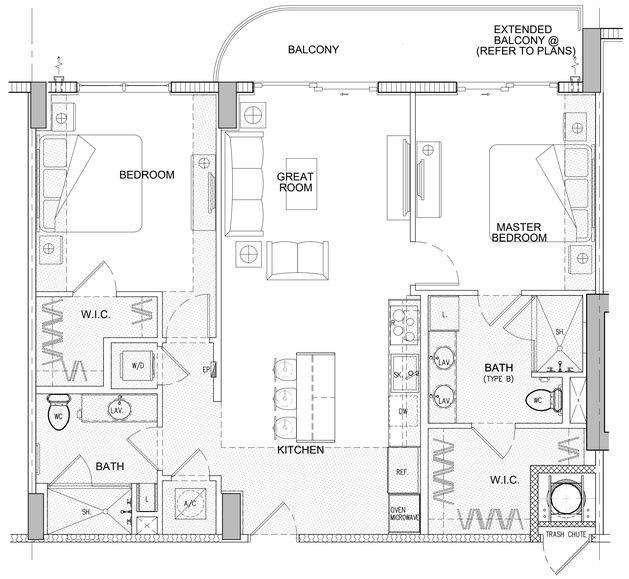
UNIT B1A

(2 BD/2 BTH)

GROSS A/C AREA = 1093 SQ. FT.
BALCONY = 123 SQ. FT.

(38 DU'S)

0204	0304	0404	0206	0306	0406
0504	0604	0704	0506	0606	0706
0804	0904	1004	0806	0906	1006
1104	1204			1206	1406
1504	1604	1704	1506	1606	1706
1804	1904	2004	1806	1906	2006
2104	2204		2106	2206	



UNIT B1

(2 BD/2 BTH)

GROSS A/C AREA = 1085 SQ. FT.
BALCONY = 115 SQ. FT.

(21 DU'S)

0211	0311	0411	0511	0611	0711
0811	0911	1011	1111	1211	1411
1511	1611	1711	1811	1911	2011
2111	2211	2311			



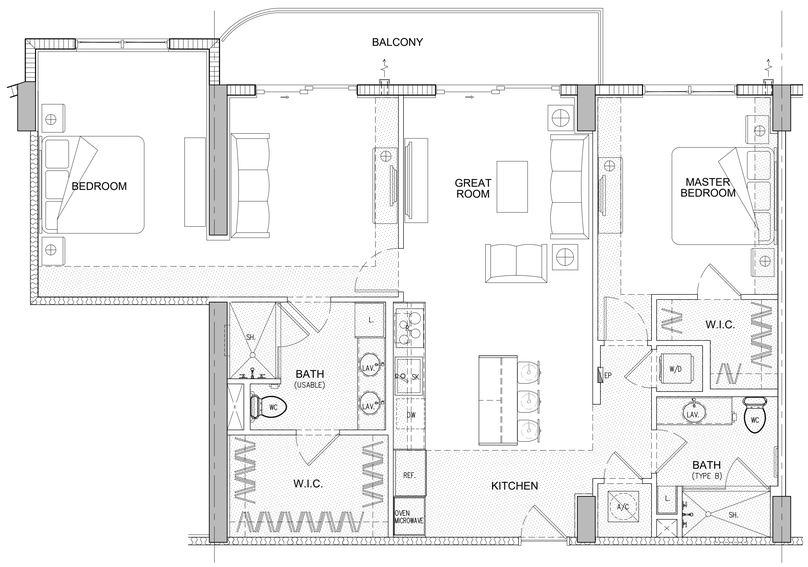
UNIT B2

(2 BD/2 BTH)

GROSS A/C AREA = 1183 SQ. FT.
BALCONY = 54 SQ. FT.

(21 DU'S)

0210	0310	0410
0510	0610	0710
0810	0910	1010
1110	1210	1410
1510	1610	1710
1810	1910	2010
2110	2210	2310



UNIT B1A.2

(2 BD/2 BTH)

1106

GROSS A/C AREA = 1304 SQ. FT.
BALCONY = 123 SQ. FT.

(1 DU)

UNIT PLANS

SCALE: 1/4" = 1'-0"

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AR0013085

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	UNIT PLANS
SHEET NUMBER:	A-4.2

BY

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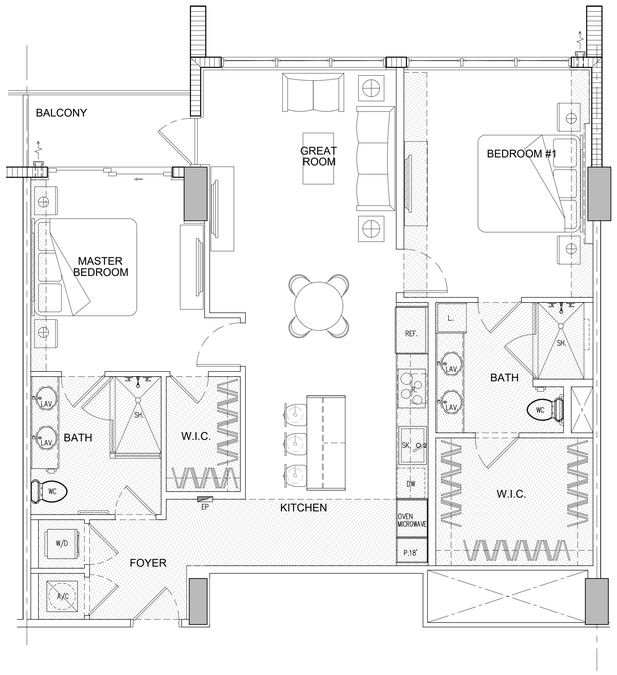
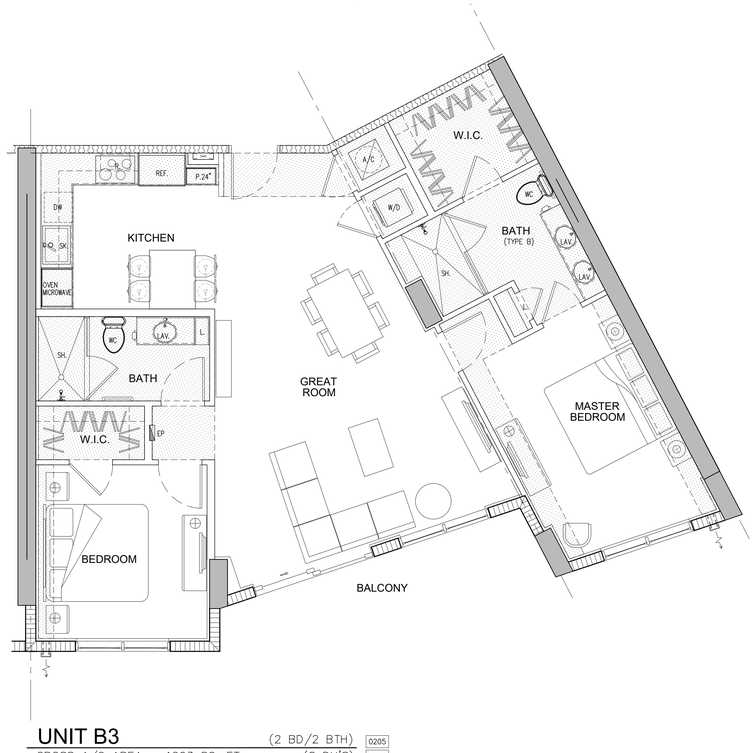


UNIT B4

(2 BD/2 BTH)
(20 DU'S)

GROSS A/C AREA = 1214 SQ. FT.
BALCONY = 54 SQ. FT.

0209	0309	0409
0509	0609	0709
0809	0909	1009
1109	1209	1409
1509	1609	1709
1809	1909	2009
2109	2209	
MIRRORED	MIRRORED	MIRRORED

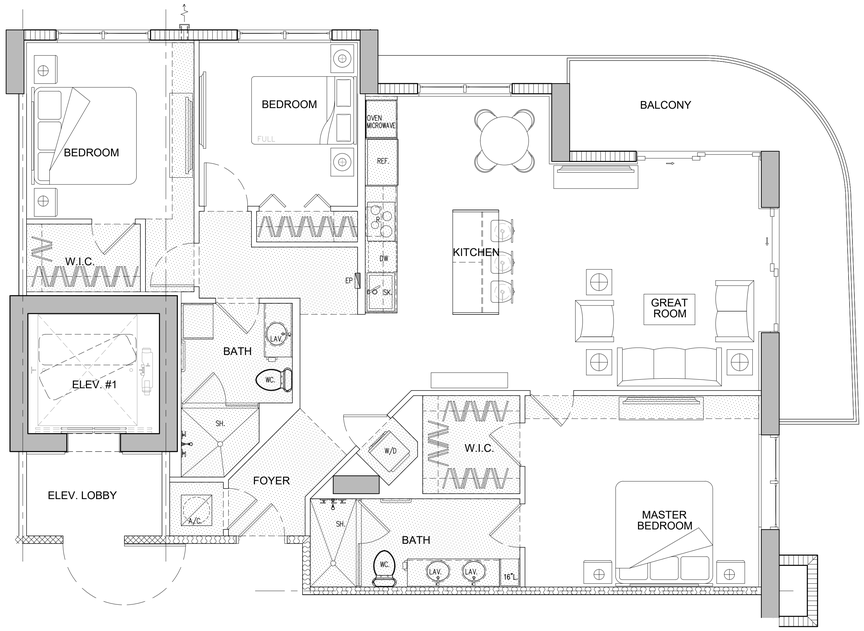


UNIT B3

(2 BD/2 BTH)
(8 DU'S)

GROSS A/C AREA = 1203 SQ. FT.
BALCONY = 109 SQ. FT.

0205
0305
0405
0505
0605
0705
0805
0905

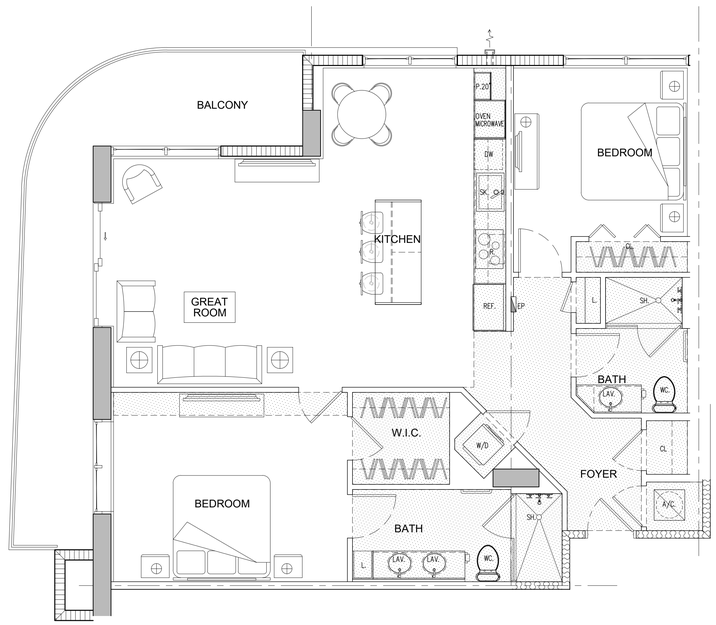


UNIT C1

(2 BD/2 BTH)
(20 DU'S)

GROSS A/C AREA = 1443 SQ. FT.
BALCONY = 205 SQ. FT.

0212	0312	0412	0512
0612	0712	0812	0912
1012	1112	1212	1412
1512	1612	1712	1812
1912	2012	2112	2212



UNIT B5

(2 BD/2 BTH)
(20 DU'S)

GROSS A/C AREA = 1253 SQ. FT.
BALCONY = 236 SQ. FT.

0213	0313	0413	0513
0613	0713	0813	0913
1013	1113	1213	1413
1513	1613	1713	1813
1913	2013	2113	2213

UNIT PLANS

SCALE: 1/4" = 1'-0"

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	UNIT PLANS
SHEET NUMBER:	A-4.3

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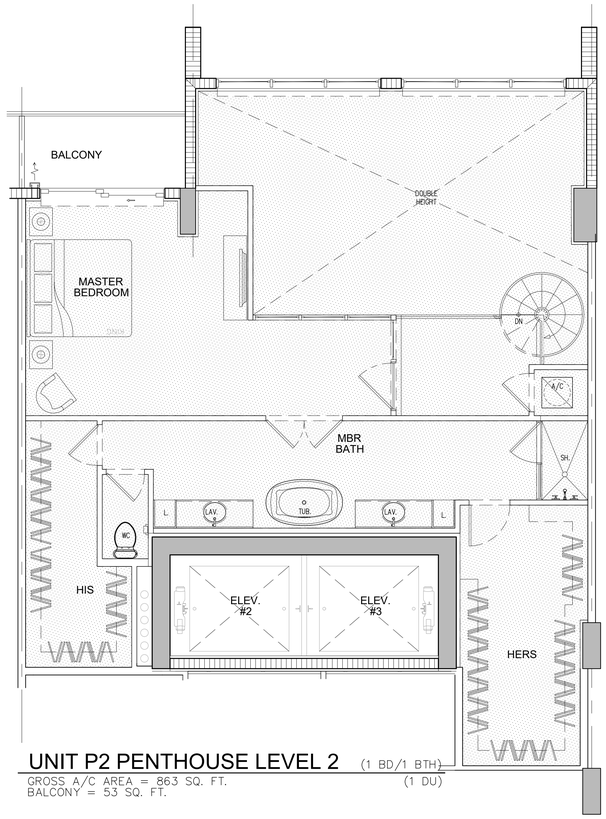
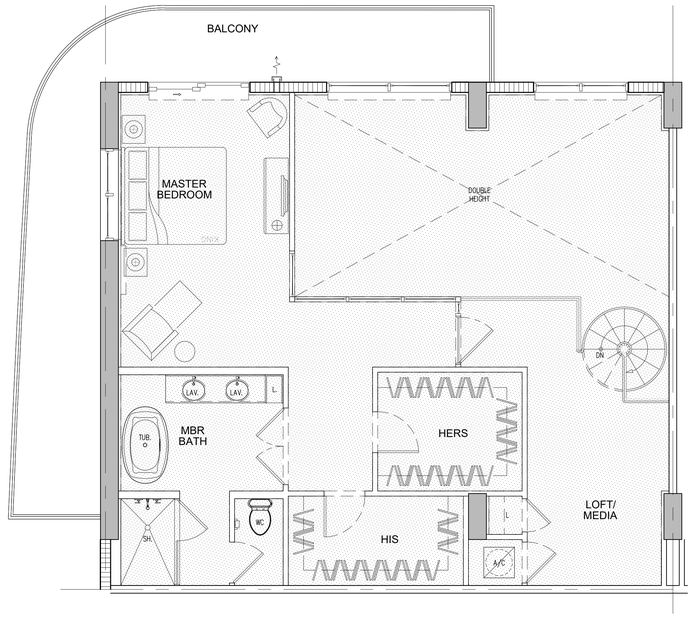


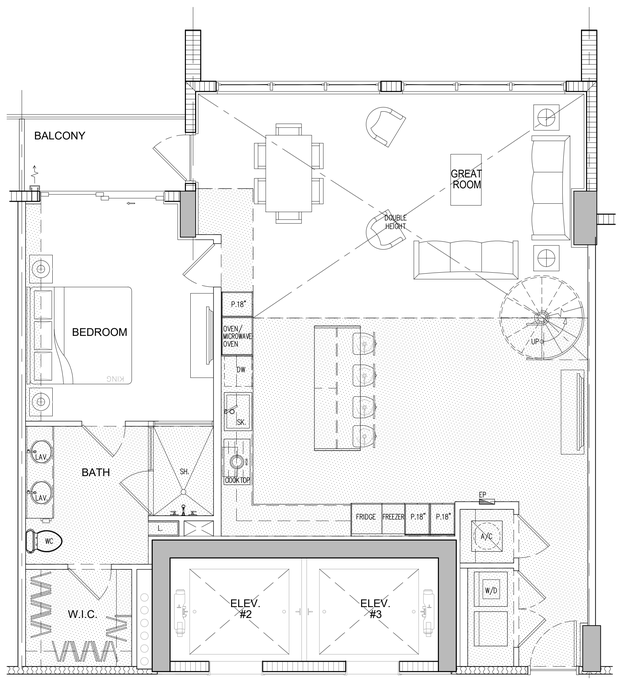
UNIT P2 PENTHOUSE LEVEL 2 (1 BD/1 BTH)

GROSS A/C AREA = 863 SQ. FT. (1 DU)
BALCONY = 53 SQ. FT.



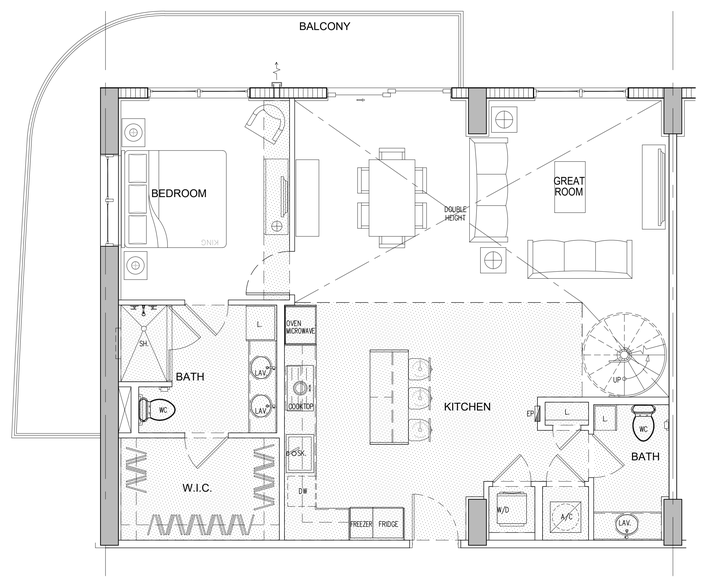
UNIT P1 PENTHOUSE LEVEL 2 (1 BD/1 BTH + LOFT/MEDIA ROOM)

GROSS A/C AREA = 859 SQ. FT. (2 DU'S)
BALCONY = 284 SQ. FT..



UNIT P2 PENTHOUSE LEVEL 1 (1 BD/1 BTH)

GROSS A/C AREA = 1199 SQ. FT. (1 DU)
BALCONY = 53 SQ. FT..



UNIT P1 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH)

GROSS A/C AREA = 1,120 SQ. FT. (2 DU'S)
BALCONY = 244 SQ. FT.

UNIT PLANS

SCALE: 1/4" = 1'-0"

522

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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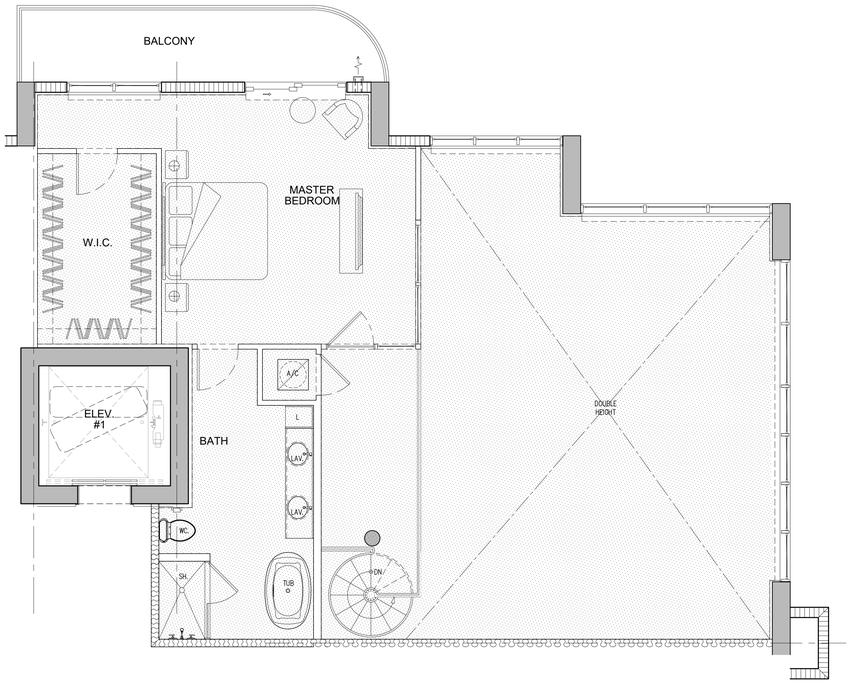
DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

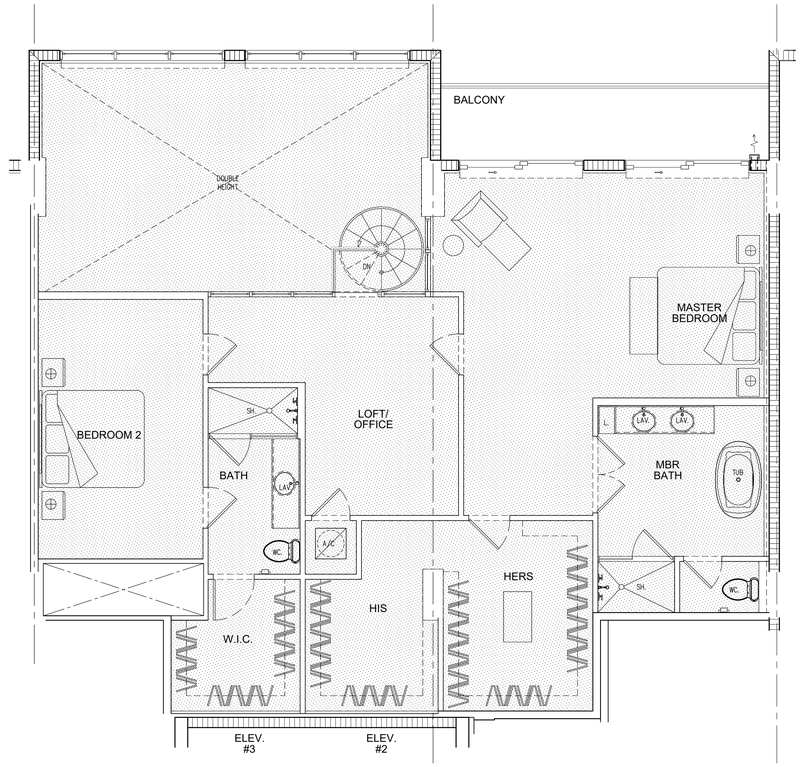
SHEET TITLE:
UNIT PLANS

SHEET NUMBER:
A-4.4



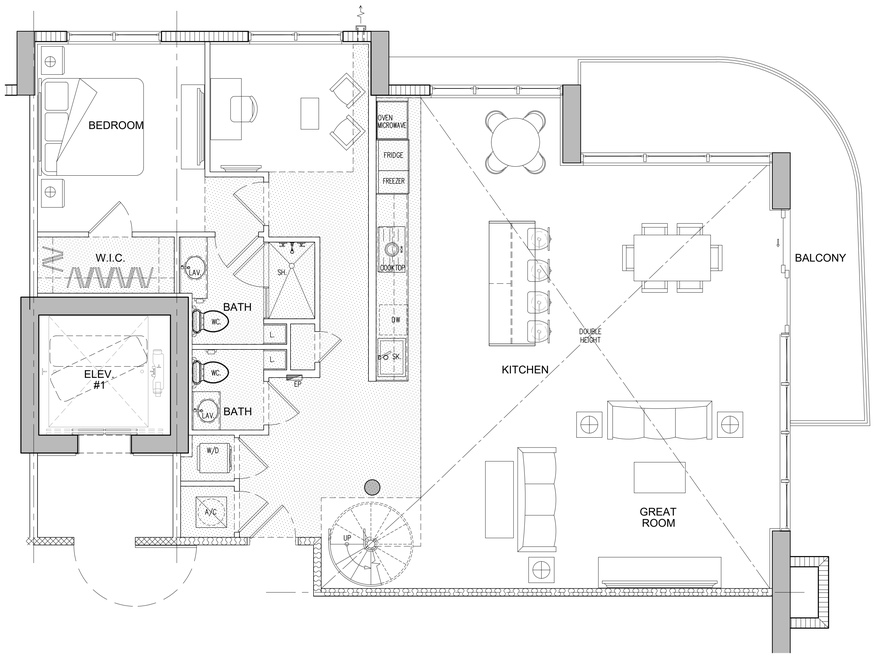
UNIT P4 PENTHOUSE LEVEL 2 (1 BD/1 BTH)

GROSS A/C AREA = 754 SQ. FT. (1 DU)
BALCONY = 116 SQ. FT.



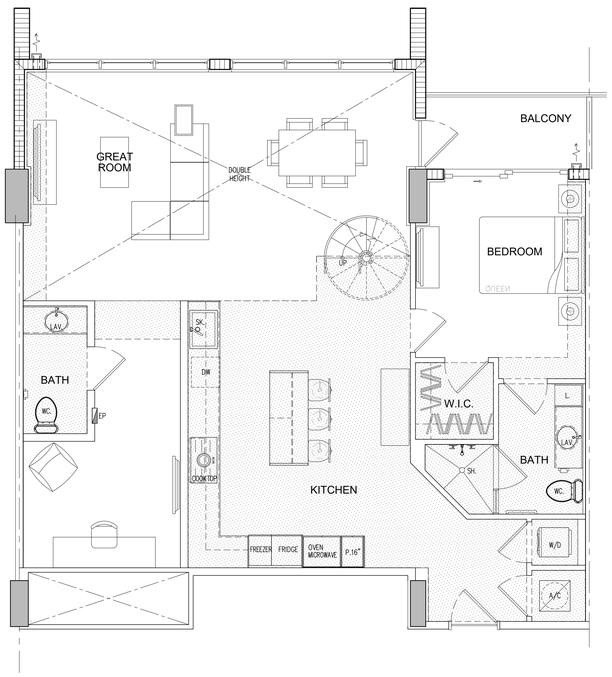
UNIT P3 PENTHOUSE LEVEL 2 (2 BD/2 BTH + LOFT/OFFICE)

GROSS A/C AREA = 1378 SQ. FT. (1 DU)
BALCONY = 107 SQ. FT.



UNIT P4 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH+OFFICE)

GROSS A/C AREA = 1443 SQ. FT. (1 DU)
BALCONY = 205 SQ. FT..



UNIT P3 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH + OFFICE)

GROSS A/C AREA = 1214 SQ. FT. (1 DU)
BALCONY = 53 SQ. FT..

UNIT PLANS

SCALE: 1/4" = 1'-0"

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

JOSE I. SAUMELL
AR0013085

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 272-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

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SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	UNIT PLANS
SHEET NUMBER:	A-4.5

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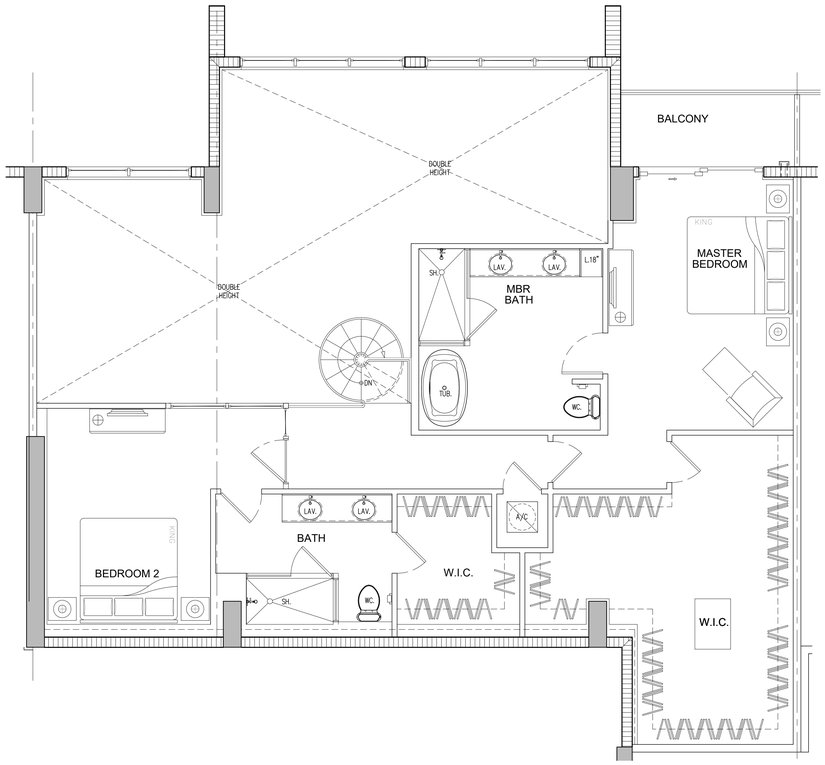
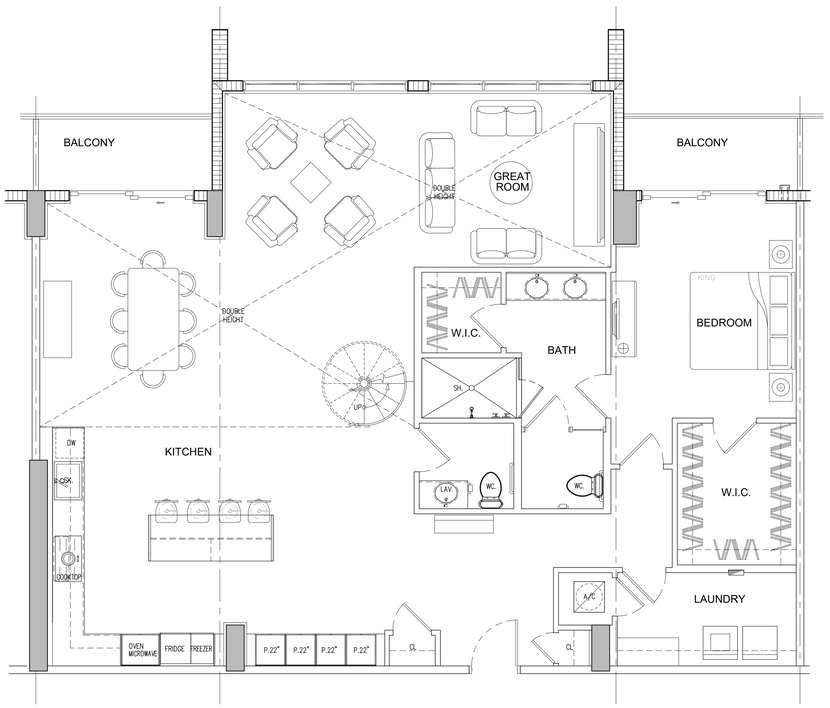


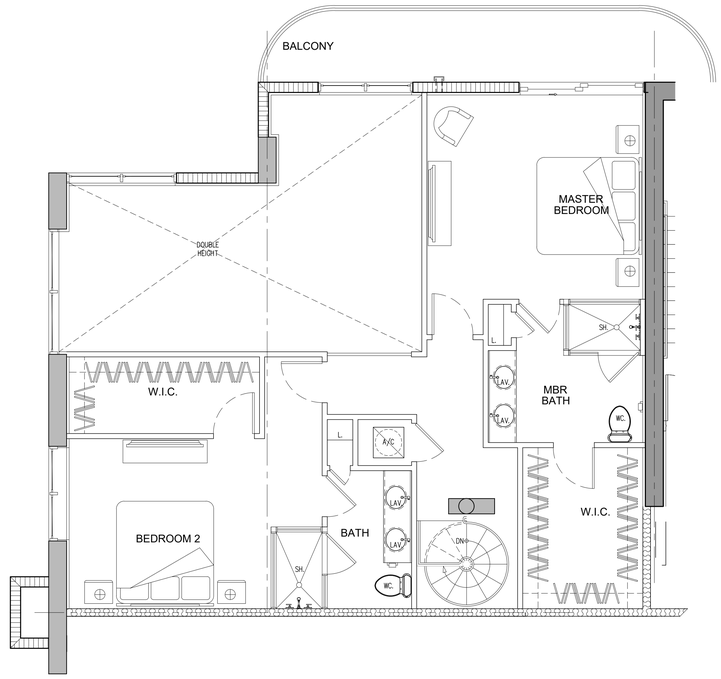
UNIT P6 PENTHOUSE LEVEL 2 (2 BD/2 BTH)

GROSS A/C AREA = 1202 SQ. FT. (1 DU)
BALCONY= 57 SQ. FT.



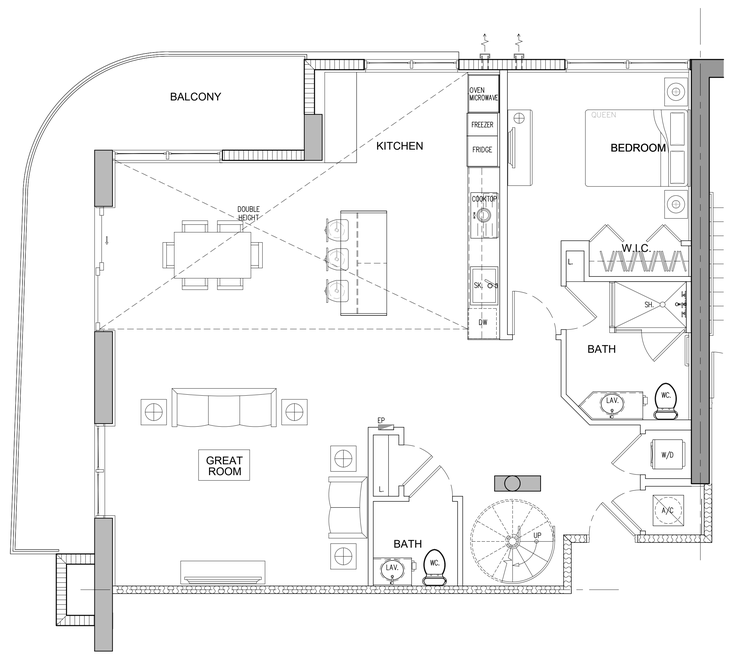
UNIT P6 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH)

GROSS A/C AREA = 1762 SQ. FT. (1 DU)
BALCONY = 115 SQ. FT.



UNIT P5 PENTHOUSE LEVEL 2 (2 BD/2 BTH)

GROSS A/C AREA = 881 SQ. FT. (1 DU)
BALCONY = 138 SQ. FT..



UNIT P5 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH)

GROSS A/C AREA = 1261 SQ. FT. (1 DU)
BALCONY = 249 SQ. FT..

UNIT PLANS

SCALE: 1/4" = 1'-0"

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 272-9911

MSA ARCHITECTURE & PLANNING

JOSE I. SAUMELL
AR0013085

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

SHEET TITLE:
UNIT PLANS

SHEET NUMBER:
A-4.6

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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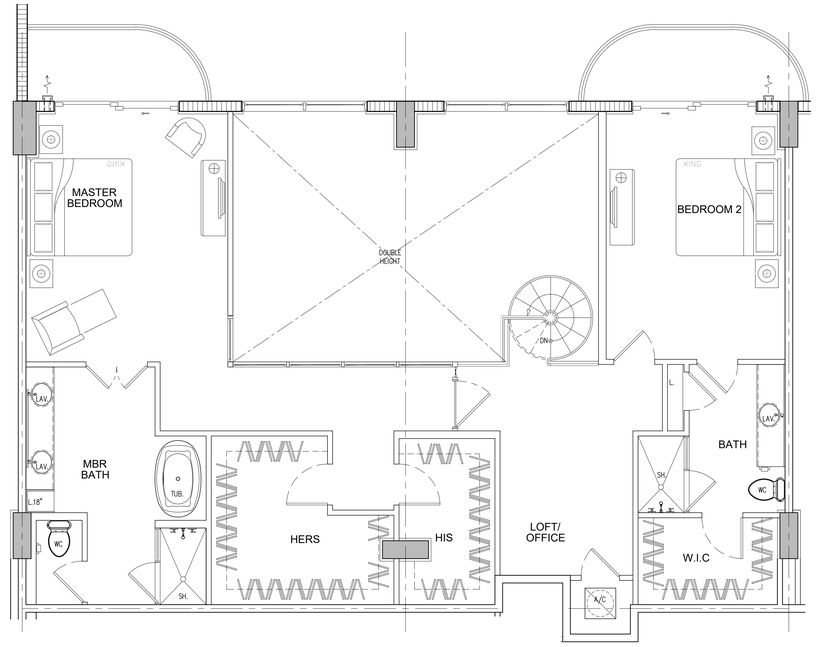
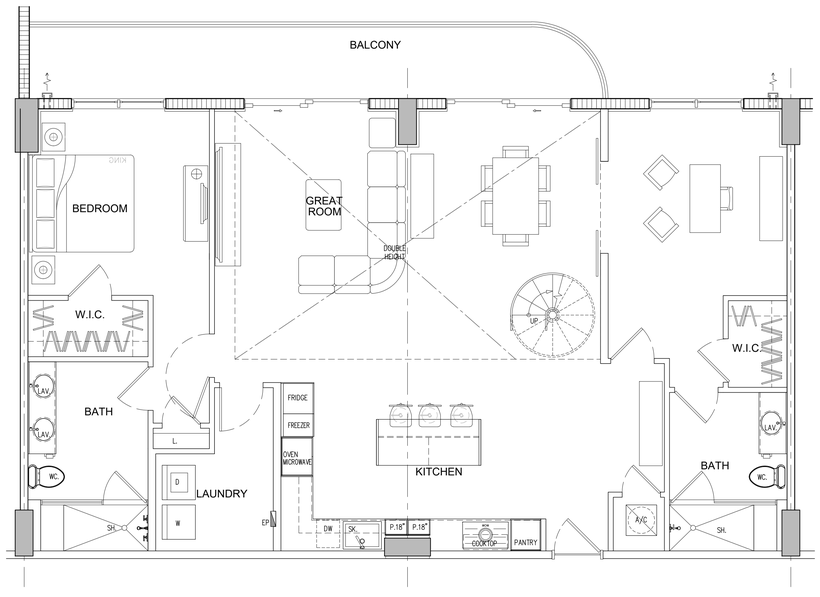


UNIT P7 PENTHOUSE LEVEL 2

(2 BD/2 BTH +LOFT/OFFICE)

GROSS A/C AREA = 1260 SQ. FT.
BALCONY= 119 SQ. FT.

(2 DU'S)



UNIT P7 PENTHOUSE LEVEL 1

(2 BD/2 BTH)

GROSS A/C AREA = 1500 SQ. FT.
BALCONY = 183 SQ. FT.

(2 DU'S)

UNIT PLANS

SCALE: 1/4" = 1'-0"

525

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

JOSE I. SAUMELL
AR0013085

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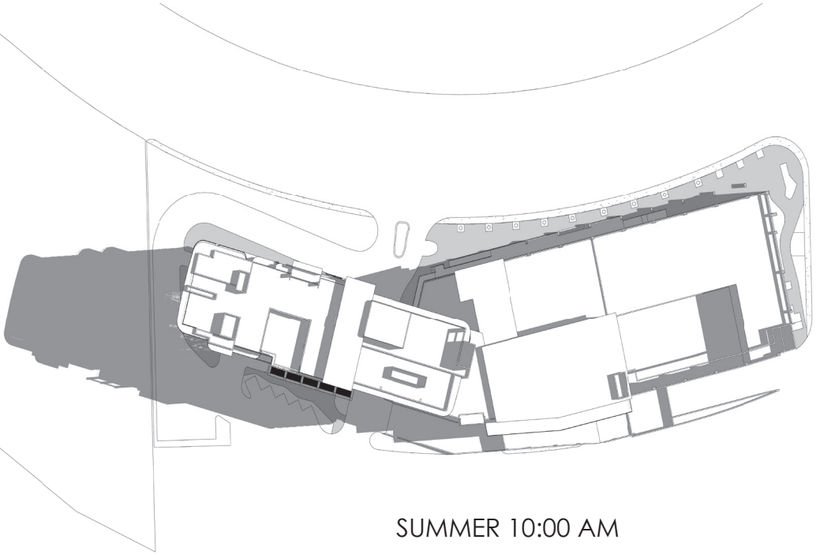
SHEET TITLE: UNIT PLANS
SHEET NUMBER: A-4.7



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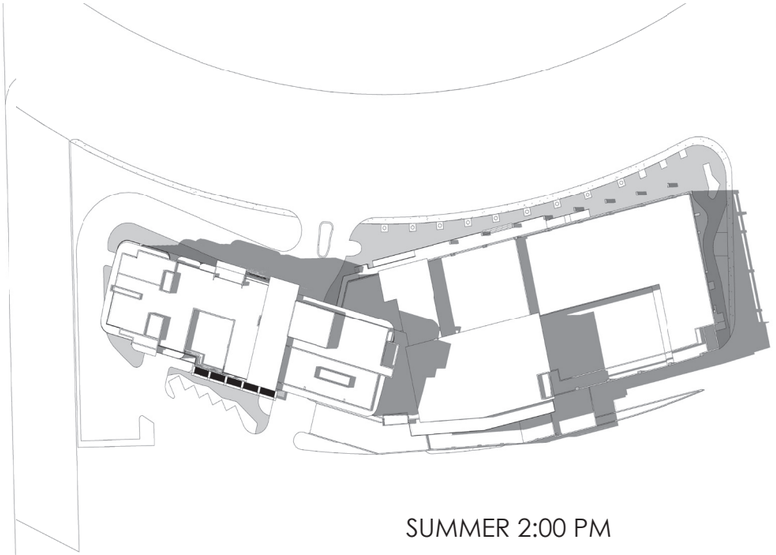

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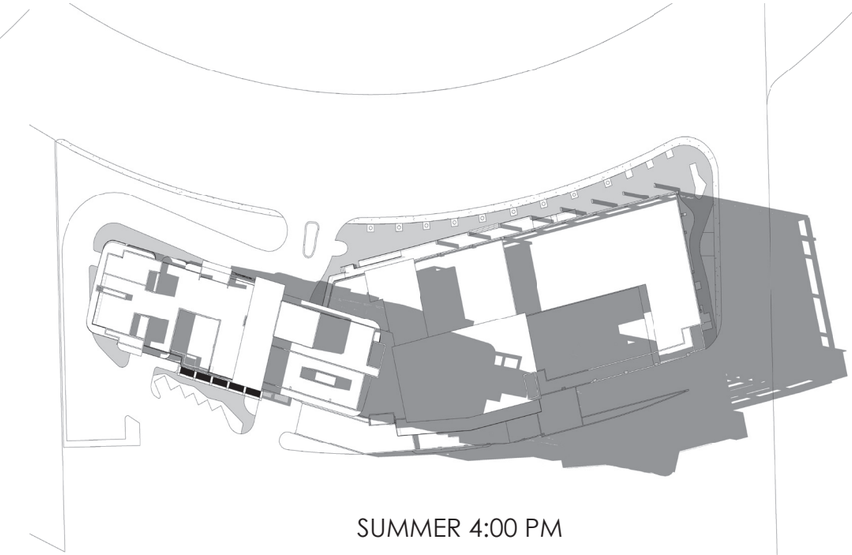

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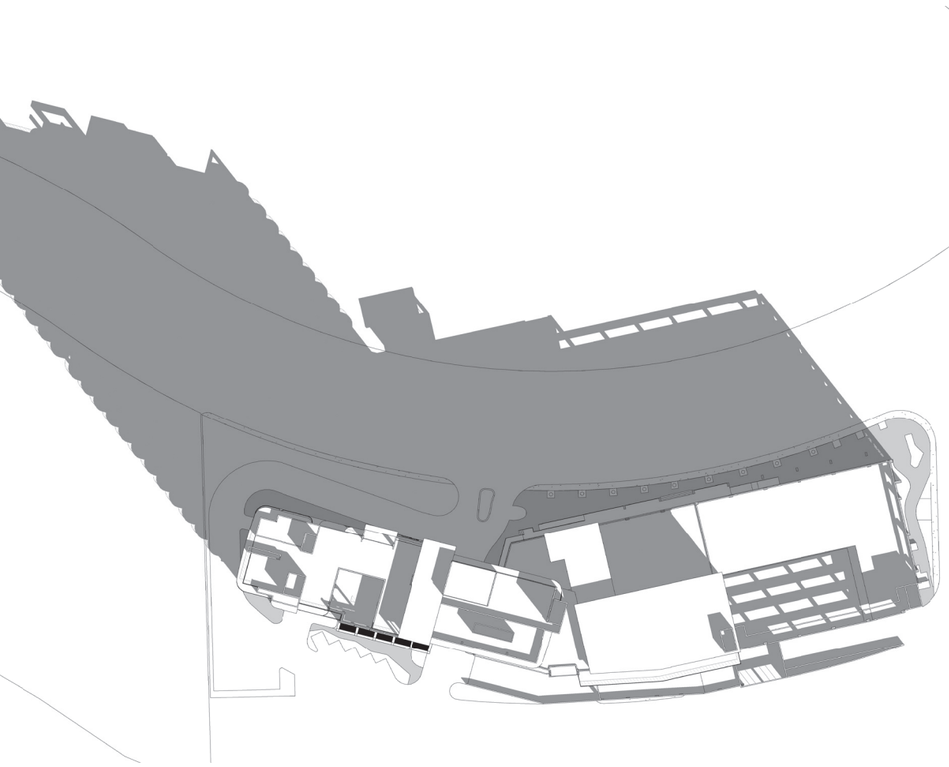

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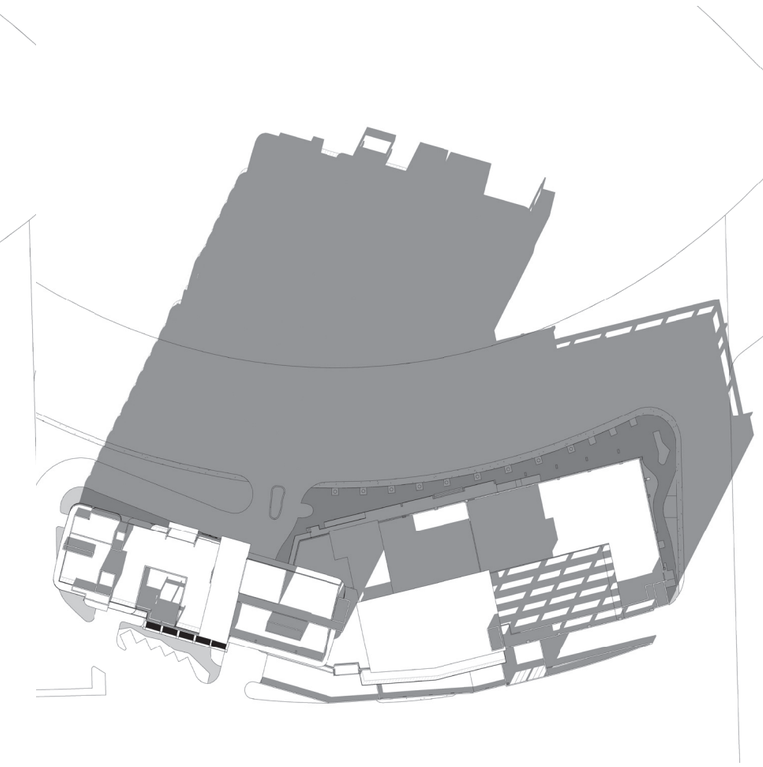

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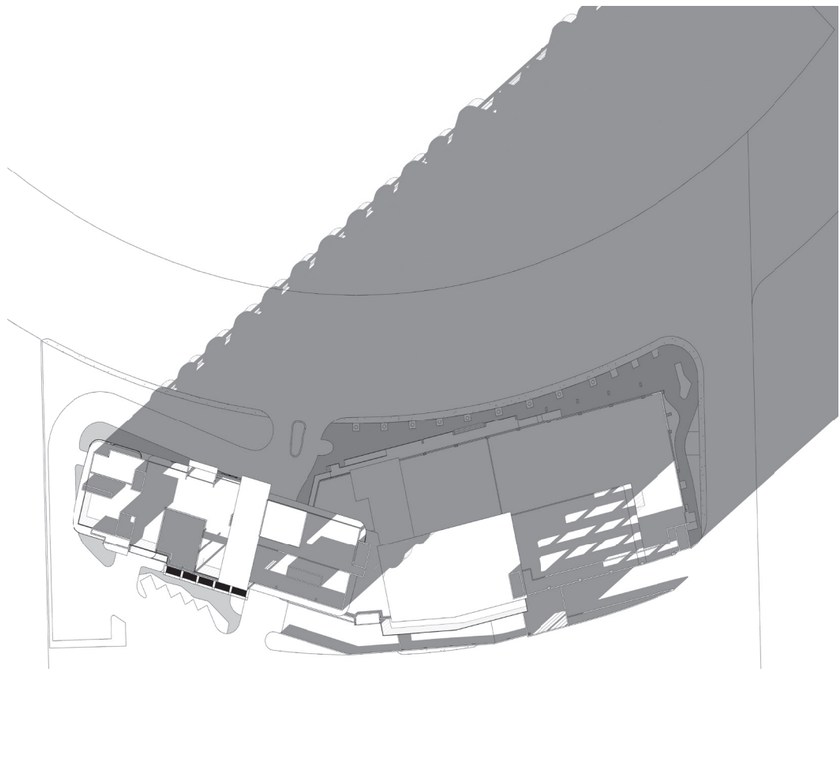

WINTER 4:00 PM

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Legend

Zoning

- CG - General Commercial
- RS-1 - Single Family Residential
- RS-2 - Single Family Residential
- RM-40 - Multiple Family Residential
- RM-70 - Multiple Family Residential
- South Kennedy SAP Overlay
- Sunbeam NBV SAP Overlay
- T6-24 - Urban Core Zone
- T6-24 MU - Urban Core Zone
- T6-30 - Urban Core Zone
- Water
- North Bay Village Limits

WEST DR
EAST DR
79 ST - JFK CAUSEWAY
ADVENTURE AVE
PIRATES ALLEY
HISPANOLA AVE
N TREASURE DR
W TREASURE DR
S TREASURE DR
E TREASURE DR
BUCCANEER AVE
BOUNTY AVE
CUTLASS AVE
MUTINY AVE
JEWEL AVE
GALLEON ST
CENTER BAY DR
COQUINA DR
BEACH VIEW DR
MIAMI VIEW DR
BAY TER

Source: North Bay Village
Date: 9/1/2023

Proposed Zoning with South Kennedy SAP

1 inch = 600 feet

N W E S

527

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, while celebrating its 75th anniversary in 2020, and following an extended public discussion about future growth and development, North Bay Village (the "Village") updated its Unified Land Development Code ("ULDC") as a part of NBV100, a community visioning and master planning process that looks to equip the Village with the tools to become more livable, more resilient, and more prosperous over the next 25 years; and

WHEREAS, to implement the NBV100 Master Plan, the Village adopted Ordinance No. 2021-004 on February 9, 2021, amending the ULDC by the addition of Chapter 15, "Form Based Code"; and

WHEREAS, Chapter 15 sets forth the standards applicable to Form-Based Districts and Transect Zones within the Village; and

WHEREAS, these standards are intended to support the goals, objectives, and policies of the North Bay Village Comprehensive Plan and of the NBV100 Master Plan, which include three pillars: Livability, Resiliency, and Prosperity; and

WHEREAS, to further the intent of the Form-Based Code expressed in Section 15.1., Section 15.2.G. of the Form-Based Code allows parcels of at least two (2) abutting acres in size to be master planned through a Special Area Plan process so as to allow greater integration of public improvements and infrastructure, to enable connectivity; to encourage a variety of building heights, massing, and to provide high quality design

elements and greater flexibility so as to result in higher or specialized quality building and streetscape design within the Special Area Plan; and

WHEREAS, the single or multiple owner(s) of such abutting properties exceeding (2) acres may apply for a rezoning to a Special Area Plan, which shall be approved by the process of rezoning following review by the Planning and Zoning Board and Village Commission concurrent with the site plan approval process; and

WHEREAS, pursuant to Section 4.2 and Section 15.2.G. of the ULDC, an applicant seeking a rezoning to a Special Area Plan may propose development parameters specific to development within the Special Area Plan as an amendment to the ULDC, while regulations of the underlying Transect Zone and the Form-Based Code that are not otherwise addressed by the SAP remain in effect; and

WHEREAS, Shoma North Bay Village, LLC, ("Shoma NBV") is the owner of approximately 2.8 acres of real property (the "Property") which are legally described in the attached Exhibit "A" and depicted in the attached Exhibit "B"; and

WHEREAS, Shoma NBV has applied for:

1) a rezoning of the Property from "T6-24" Transect Zone to "South Kennedy Special Area Plan" ("SK SAP");

2) adoption of a corresponding ULDC text amendment in the form of Appendix B to Chapter 15, which includes a regulating plan and regulations for the development of the Property, a copy of which is attached hereto and incorporated herein as Exhibit "C" ("Appendix B to Chapter 15 South Kennedy Special Area Plan"); and

3) approval of a proposed project Site Plan and Development Agreement, which are being considered concurrently with this Ordinance and approved separately by Resolution of the Village Commission; and

WHEREAS, Staff has reviewed the application for a rezoning of the Property from "T6-24" Transect Zone to "South Kennedy Special Area Plan" and the proposed Appendix B to Chapter 15 (also known as the "SK SAP"), and determined that the rezoning and proposed Appendix B to Chapter 15 satisfy the conditions of Sections 4.2 and 4.17 of Chapter 4 and Section 15.2.G of the Village Code, and recommends approval of the rezoning and the proposed Appendix B to Chapter 15 with conditions; and

WHEREAS, on July 27, 2023, at a duly noticed public hearing, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance,

found that it is consistent with the Village's Comprehensive Plan, and recommended approval; and

WHEREAS, this Ordinance was presented to the Village Commission in two readings, with the public hearing conducted for second reading on _____, 2023; and

WHEREAS, after due notice and hearing, the Mayor and Commission find that adoption of this Ordinance is consistent with the Village's Comprehensive Plan, the Village's ULDC, and the Florida Community Planning Act; implements the pillars and goals of the NBV100 Master Plan; and is in the best interest and welfare of the Village.

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

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending the Zoning. That the Village Commission hereby approves a rezoning of the Property described in Exhibits "A" and "B", attached hereto and incorporated herein, comprising approximately 2.8 acres (121,914 sq. ft.) from "T6-24" Transect Zones to "South Kennedy Special Area Plan."

Section 3. Amending Chapter 15 of the Unified Land Development Code. That Chapter 15 of the Unified Land Development Code of North Bay Village, Florida, is hereby amended as provided in the attached Exhibit "C", which is incorporated herein and made a part hereof by this reference, to provide for an Appendix B to Chapter 15, which includes a regulating plan and regulations for the development of the Property, and shall be referred to as "Appendix B to Chapter 15" or the "South Kennedy Special Area Plan," which shall apply to the Property zoned "South Kennedy Special Area Plan."

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. 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 6. 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 7. Binding Effect. That the Property described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein, shall be subject to the regulations set forth in Appendix B, which is attached hereto as Exhibit "C", and any other non-conflicting land development regulations. This ordinance shall be binding on the Applicant and any successors and assigns with any interest in the Property.

Section 8. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading. This Ordinance shall automatically cease to have any force, effect, or applicability with respect to new development but shall continue to apply to then-existing development upon the termination or expiration of the Development Agreement.

PASSED on first reading on the ____ day of_____, 2023.

PASSED AND ADOPTED on second reading on the ____ day of_____, 2023.

_____
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

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 15 FORM-BASED CODE

§ 15.1 General provisions.

C. Form-based districts.

1. The form-based districts in North Bay Village are each composed of one or more transect zones. See Section 15.1.D and Section 15.5, Form-Based Districts Regulating Plan, ~~and~~ Appendix A, the Sunbeam NBV SAP and Appendix B, the South Kennedy SAP.

2. The extent of form-based districts and transect zones is described on the Form-Based Districts Regulating Plan and in the pertinent regulatory section for each district, see Section 15.2, General to Transect Zones, Section 15.3, Specific to Transect Zones, and Section 15.5, Form-Based Districts Regulating Plan, ~~and~~ Appendix A, the Sunbeam NBV SAP and Appendix B, the South Kennedy SAP.

D. Rules of construction.

1. In their interpretation and application, the provisions of Chapter 15, Form-Based Districts and appendices thereto, shall be the minimum requirements or maximum limitations, as the case may be, adopted for the promotion of the public health, safety, morals or general welfare.

2. The following general rules of construction shall apply to the text of this chapter:

***

H. Procedures.

4. Deviations from this Code are permitted within the following conceptual framework. The specifics of the procedures are governed by Chapters 4, 5, and, 7, and Appendix A and other relevant provisions of the ULDC predating Chapter 15, Form-Based Code.

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - JUL. 19, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

07/06/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Guillermo Garcia

Sworn to and subscribed before me this
6 day of JULY, A.D. 2023

(SEAL)
GUILLERMO GARCIA personally known to me

NOTARY PUBLIC STATE OF FLORIDA
ROSANA SALGADO
Commission # HH 336987
Expires November 30, 2026

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 JULY 19, 2023 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 THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") BY COMPREHENSIVELY UPDATING AND AMENDING REGULATIONS FOR, AND SUPPLEMENTARY TO, THE RM-70 HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT, INCLUDING AMENDMENTS TO CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; 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 / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY GLENN BASKIN CONCERNING PROPERTY LOCATED AT 7532 BUCCANEER AVENUE, NORTH BAY VILLAGE, FLORIDA, IDENTIFIED FOR REAL PROPERTY TAX PURPOSES BY MIAMI-DADE COUNTY FOLIO NO. 23-3209-009-1000, FOR VARIANCES OF SECTION 8.17 (M)(2)(b), ULDC, TO PERMIT: (a) A 4.33-FOOT REAR SWIMMING POOL SETBACK WHERE 7.5 FEET IS REQUIRED; (b) A 1-FOOT SIDE SWIMMING POOL SETBACK, WHERE 7.5 FEET IS REQUIRED; AND (c) 4 FOOT-1 INCH AND 3 FOOT-11 INCH SWIMMING POOL SETBACKS FROM TWO SIDES OF THE PRINCIPAL STRUCTURE, WHERE 5 FEET IS REQUIRED, RESPECTIVELY; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

NorthBayVillage

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; AND 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF A PARCEL IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; 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 IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 880 6894 4612
PASSCODE: 211289

WATCH THE VIRTUAL PUBLIC MEETING:
HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS
TV CHANNEL 661
FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING:
1-929-205-6099

FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT:
(786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). 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 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. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
7/6 23-125/0000672021M

2|2

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: **September 28, 2023 – 2nd Reading**

To: **Mayor and Village Commission**

From: **Silvia E. Vargas, FAICP, Village Planner, via Village Manager Ralph Rosado**

Subject: **South Kennedy Special Area Plan (SAP) Review**

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1. General project Information

Owner/Applicant:	Shoma North Bay Village, LLC (Applicant)
Applicant Address:	201 Sevilla Ave., Suite 300, Coral Gables FL
Site Address:	1872 79th Street Causeway
Site Acreage	2.79 ac (121,914 sf)
Folio Number	23-3209-000-0250
Contact Person/Owner Representative:	Mario Garcia-Serra (Gunster)
Phone Number:	305.376-6061
E-mail Address	Mgarcia-serra@gunster.com

2. Legal Description of Property Subject to Proposed Rezoning

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

Refer to Attachment 1 for Boundary and Topographic Survey.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	Commercial
Zoning District	T6-24
Existing Land Use	Commercial and surface parking

4. Adjacent Land Use Map Classifications and Zoning Districts

North	Future Land Use	Commercial
	Zoning	T6-30
	Existing Land Use	Multifamily Residential (Condos), Hotel & Restaurant
East	Future Land Use	Commercial and Residential
	Zoning	T6-24 and RM-70 Multiple Family Residential
	Existing Land Use	Mixed Use (Multifamily Residential & Commercial)
South	Future Land Use	Institutional and Education
	Zoning	RM-40 Multiple Family Residential & RS-2 Single Family Residential
	Existing Land Use	Senior Care Center and Elementary School
West	Future Land Use	Commercial
	Zoning	T6-24
	Existing Land Use	Multifamily Residential (Condos)

5. Description of Request

Special Area Plan
The Applicant requests to amend the zoning of the subject property, which comprises an area of approximately 2.79 acres (121,914 square feet), from "T6-24" Transect to "South Kennedy Special Area Plan" (See Attachment 2). This request is made pursuant to Section 4.2 of Chapter 4, "Administration and Enforcement," and Section 15.2.G. of Chapter 15, "Form-Based Code" of the North Bay Village Unified Land Development Code (ULDC). With the rezoning, Chapter 15 should be amended to incorporate references to proposed regulations that will be applicable to the South Kennedy Special Area Plan only, which are contained in a new "Appendix B, South Kennedy Special Area Plan" (See Attachment 3).

The Applicant has concurrently submitted a request for Site Plan Approval, subject to adoption of the South Kennedy Special Area Plan amendments upon 2nd reading of the Ordinance by the Village Commission. Approval of the South Kennedy Special Area Plan will enable the development of the subject property according to the Site Plan Approval request. The project will consist of a mixed-use development that will include 333 for-sale residential units at a density of 119 units per acre; and approximately 52,929-sq. ft. of retail space including a grocery store; a liquor store; a food hall; and additional retail space. The proposed uses will be supported by approximately 750 parking spaces in structured parking. While the Commission will NOT be voting on the Site Plan at the September 12, 2023, meeting, the site plan and architectural drawing set has been provided for context (refer to Attachment 4).

6. Compliance with Sections 4.2 of Chapter 4, "Administration and Enforcement," and Section 15.2.G. of Chapter 15, "Form-Based Code"

The Applicant has complied with Section 4.2, General petition procedure, of Chapter 4 by submitting to the Village Clerk, through an authorized agent, a petition for the following actions:

a) Amendment to the ULDC;
b) Special Area Plan (SAP); and
c) Supplement to the district boundaries of the Zoning Map

Section 15.2.G. of Chapter 15 allows parcels at least two (2) abutting acres in size to be master planned through a SAP process, to allow greater integration of public improvements and Infrastructure, to enable connectivity; to encourage a variety of building heights and massing; and to provide high quality design elements and greater flexibility with the aim of producing a higher or specialized quality building and streetscape design within the SAP, thus furthering the intent of the Form-Based Code articulated in Section 15.1.

The SAP request pertains to property which totals approximately 2.79 acres in size. Therefore, the subject property meets the minimum size threshold to apply for a rezoning to SAP through the process of rezoning following review by the Planning and Zoning Board and Village Commission, in conjunction with the Site Plan Approval process.

The SAP request also meets applicable criteria of Section 15.2.G, as follows:

1. All regulations of the underlying Transect Zone and the Code, which are not otherwise modified by the SAP, apply.
2. The SAP has been submitted concurrently with a site plan, map of the proposed layout, circulation, view corridors, and the standards that deviate from the requirements of Chapter 15.
3. The SAP assigns at least five percent (5%) of the total aggregated lot area to a civic space type. The developer shall be responsible for constructing any required public improvements within the SAP, including but not limited to the civic spaces and thoroughfares.
4. Development within the SAP will be implemented pursuant to a recorded development agreement.
5. The site plan provides a parking management program that enables shared parking among public and private uses.
6. The Applicant is seeking flexible allocation of building height within the area of the Special Area Plan which does not result in development that is out of scale or character with the envisioned character of the surrounding area and provides for appropriate transitions.

7. Consistency with Comprehensive Plan and NBV100 Master Plan

The proposed SAP has been reviewed for consistency with the Goals, Objectives, and Policies (GOPs) of the Comprehensive Plan. The SAP is consistent with the GOPs cited below, and others; will not exceed the maximum density or intensity established in Policy 2.1.2 for the Commercial Future Land Use designation; and will support and further the land use, development and community character vision of North Bay Village as expressed in the GOPs. The amendment of the ULDC to incorporate Appendix B and rezoning of the subject property to South Kennedy SAP are consistent with Objective 2.1 and Policy 2.1.1.

North Bay Village Comprehensive Plan - Future Land Use Element

> **GOAL:** Secure the maximum physical, economic, and social welfare for the Village and its residents through the thoughtful use and development of land, buildings, streets, and public facilities, while maintaining its existing character as an attractive waterfront residential environment.
>
> **Objective 2.1:** Manage future growth and development by implementing and enforcing all existing plans and regulations and by preparing and adopting new regulations as needed.
>
> *Policy 2.1.1:* Periodically review the Village's current balance of land uses and revise the Village's Comprehensive Plan and Land Development Regulations, as necessary.
>
> * * *
>
> *Policy 2.1.2:* Adopt the following Future Land Use categories consistent with the Future Land Use Map and further defined in Land Development Regulations:
>
> * * *
>
> Commercial - This land use category designates those areas in the Village suitable for commercial and mixed-use development. Uses permitted include a broad range of office,

commercial, lodging, civic, educational and support functions; and high-density residential up to 150 dwelling units per acre. The gross floor area of any development on land designated Commercial shall not exceed a maximum intensity (also known as the maximum Floor Lot Ratio (FLR) of 13.0 times the net lot area of a subject property. The buildable intensity on any particular site shall be governed by specific regulations contained in the Unified Land Development Code (ULDC) and thus the stated maximum FLR may exceed the actual capacity that a site can sustain when other regulations of the Code are applied to the site.

* * *

The SAP is also compatible with other applicable objectives and policies in the Future Land Use Element and aligns with the vision for the Kennedy Boulevard corridor embraced in the NBV100 Master Plan, as described further below.

* * *

Objective 2.2: Develop a program and policies to promote the Village's character as an attractive waterfront community and direct future development and redevelopment to be consistent with the desired community character and goals, objectives, and policies within the Plan.

* * *

Policy 2.2.5: The Village shall continue to encourage all future land use development and redevelopment to emphasize aesthetic quality and overall acceptability to local residents.

* * *

Policy 2.2.7: Reevaluate the Village's marina regulations and establish standards for marina development which will ensure compatibility with other land use goals and objectives.

Policy 2.2.8: The Village shall promote a mixed use and vibrant commercial street life through the promotion of quality restaurants, grocery stores, coffee and bagel shops, pharmacies, retails stores and entertainment centers.

Policy 2.2.9 The Village shall continue to seek opportunities to create a community gathering place for recreational, cultural, and art activities.

* * *

Objective 2.3: Require future development and redevelopment to be consistent with that indicated in the Future Land Use Element and with any adopted redevelopment plan.

Policy 2.3.1: Continue to strongly enforce all zoning laws.

* * *

Objective 2.4
In accordance with the vision of the NBV100 Master Plan, the Village shall encourage innovative development and redevelopment in the Commercial Future Land Use District while adjusting regulatory metrics in favor of good street frontages, an inviting public realm, better connections to the water (where applicable), a wider range of building types, a more varied skyline, and better architecture, consistent with the goals of the NBV100 Master Plan.

Policy 2.4.1: The Village shall rely primarily on the application of regulatory metrics such as setbacks, stepbacks, and building heights that align with the goals of the NBV100 Master Plan to define the envelope of buildings in the Commercial Future Use Land Use District.

* * *

NBV100 Master Plan – Pillars and Goals

The goal of NBV100 is to equip North Bay Village with the tools necessary to become a more complete, sustainable, and economically successful community that can adapt to the challenges of a changing climate. The NBV100 vision is framed through three pillars and several related goals. The following assessment addresses each goal that relates to the proposed SAP.

Livability
The Livability principle focuses on the desire by the three-island community to have a stronger sense of place to more accurately reflect the existing civic pride, create a more people-centered public realm, and leverage the value of NBV's privileged but underutilized bay frontage. Key goals in making NBV a more livable home to its residents involve greater walkability; more public access to the waterfront; additional gathering spaces and services; and projecting a renewed and art-infused village image to the world.

(1) Prioritize people over cars.
(2) Embrace the waterfront.
(3) Improve the quality of life.
(4) Synergize public space to refresh NBV identity.

Staff Evaluation: The SAP promotes a mix of residential and commercial uses. The project will help enhance connectivity, walkability, and local accessibility to amenities and needed services, lessening reliance on the automobile and vehicular trips. Walkability will be promoted through enhanced public sidewalks which include protection from the elements.

Resiliency
In order to ensure its Resilience, NBV must address how to secure the perimeter of the islands to keep the bay water out while efficiently managing the water that does come ashore. Adjusting sea walls, raising grades, good infrastructure planning and maintenance, as well as responsible stewardship of the bayfront edge's natural ecosystem, will be primary objectives.

(1) Created in water.
(2) Protected from water.
(3) Thriving with water.

Staff Evaluation: The project will be required to provide a minimum open space at the ground level of 10% of the total lot area and must incorporate green building features to meet the requirements of the Village's Green Building Program (Division 5 of the ULDC). According to a North Bay Village Green Building Program scoresheet provided with the Site Plan application, the project includes features that will earn 26 points (6 above the minimum currently required by the ULDC), including a white roof, use of LID/green infrastructure, 100% native plants in landscaping, Energy STar rating appliances, and diversion of waste from landfill. Additionally, the Applicant

has retained Kyle Abney from Abney + Abney Green Solutions to help secure NGBS Silver certification for the project (for a total of 12 of the 26 claimed points).

Prosperity
The desire for Prosperity speaks to the shared goal to see the Village Center attract more retail, businesses and services that have found homes elsewhere in the region and bypassed NBV during prior boom years. The key to changing this pattern is linked to reinventing Kennedy Causeway as a welcoming pedestrian-oriented and business-friendly mixed-use main street and getting away from the existing car-oriented highway with disconnected shopping centers and isolated towers.

(*1) Capitalize on existing resources.*
(2) Increase private property value.
(3) Optimize and manage parking.
(4) Incentivize flexibility and predictability; and

Staff Evaluation: The SAP will facilitate the redevelopment of an underdeveloped site with a mix of land uses that will serve the needs of current and future residents. A mix of new residential units, ranging from studios to 3-bedroom units, plus complementary resident amenities will expand the inventory of housing opportunities within North Bay Village, while a new ground-floor grocery store, a new food hall, and space for additional retail, will enhance local retail and dining offerings, reducing the need for automobile trips within the Village and enhancing quality of life for its residents.

8. Rezoning Request and Appendix B

The request to rezone the subject property from T6-24 to “South Kennedy Special Area Plan” meets the criteria of Sec. 4.17.B. and does not constitute spot zoning pursuant to the definition provided in Sec. 4.17.A.

The scope of the regulations proposed in Appendix B is limited. In several cases, the alternative regulations vary marginally from the original regulations contained in the body of Chapter 15, Form Based Code. There are, however, a few key differences that are highlighted below. (More context to these differences is provided in a review of the proposed Site Plan against the criteria of Section 5.8.(B)(9)(c).)

Building Height: The SAP proposes a maximum building height of 24 stories (same as in the T6-24 transect) or 253 feet, 10 inches (13 feet, 10 inches taller than in the T6-24 transect). The SAP also proposes an additional height allowed for mechanical equipment of 24 feet, which is 14 feet taller than the maximum encroachment height allowed in the T6 transect zone for such appurtenances. In addition, the SAP amends the maximum height of the pedestal from 5 stories to 10 stories.

Pedestal Height: It is worth noting that the amended maximum building height is applied only to the residential tower. The commercial/parking garage portion of the project, which is in a connected but separate building (effectively, the “pedestal”), is 104 feet, 2 inches tall. (NOTE:

Height of the pedestal in feet is not mentioned in the text. Staff recommends that this amendment be added to the proposed text to ensure consistency).

Building Stepbacks: "Appendix B" eliminates the T6-24 transect's requirement for building stepbacks to mitigate the impact of building height on contiguous properties. However, Staff acknowledges that the proposed project's significantly differing heights, as well as greater-than-minimum south (rear) and west (interior side) setback, provide a credible alternative for the absence of stepbacks in the residential tower. The applicant has submitted a shadow study in conjunction with the Site Plan approval request (Attachment 5, provided for reference only) which indicates that the impact of shadows on adjacent southern and western properties is not significant during the summer. During the winter, impacts occur primarily toward the north and east during certain portions of the day. However, stepbacks on these sides of the development might not greatly mitigate the effect of winter shadows.

The following documentation of how the concurrent Site Plan approval request meets the criteria of Section 5.8.(B)(9)(c) is provided as a complement to inform discussion about the rezoning and text amendment request:

(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

Staff Evaluation: The project involves the redevelopment of an underutilized site. While the maximum building height proposed in the SAP nearly 14 feet greater than the current maximum height provided in Chapter 15, the proposed building configuration with respect to building heights will help reduce the impacts of building height (e.g., shadows, wind, and obstructed views) by keeping the commercial portion of the project limited to approximately 104 feet, according to the submitted plans.

To mitigate potential negative visual and noise impacts on the adjacent Treasure Island Elementary School, the project will be buffered by a 6-foot-tall wall and additional landscape screening on the south side of the wall along the property boundary (both items conditions of the original Site Plan approval). The Applicant will be required to conduct a study after the project is completed and operational for at least six (6) months to determine if a mid-block crosswalk is warranted on East Treasure Drive to enhance pedestrian safety (another condition of prior approval).

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

Staff Evaluation: The project will provide 750 parking spaces, which exceeds the minimum requirement for off-street vehicular parking. Loading facilities are provided in the required number and sizes. This will help ensure that parking and loading functions to serve the needs of the project are confined to the site.

(3) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

Staff Evaluation: The SAP amendments establish the maximum development envelope in compliance with minimum setback requirements. The proposed minimum rear and side setback (on the site abutting East Treasure Drive) are being increased from 7 feet to 10 feet and from 15 feet to 20 feet, respectively. The proposed Site Plan complies with and exceeds the minimum open space and landscaping requirements.

(4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

Staff Evaluation: The Applicant has submitted an updated Traffic Impact Study (by David Plummer and Associates). The results of the roadway segment analysis show that the 79th Street Causeway roadway segments between the Project Driveway and E. Treasure Dr. and between 1800 Block and Project Driveway currently operate and will continue to operate within the Village's LOS standards during the AM and PM peak hours. The intersection capacity analysis shows adequate operations at the unsignalized project driveways during the AM and PM peak hours. The results, however, indicate the need for timing adjustments to reduce current and future southbound delays during AM and PM peak hours at the signalized intersections of 79th Street Causeway and East Treasure Drive and 79th Street Causeway and 1800 Block.

The Applicant also submitted a Gravity Sewer Capacity Analysis (by 300 Engineering Group). The study acknowledges planned PS Main Improvements. Analysis of the East Treasure Dr future gravity sewer system in comparison to the estimated project flows indicates that the future gravity sewers can sufficiently accommodate the future flow of 155 GPM.

Documentation of compliance with the applicable Level of Service (LOS) requirements, including those pertaining to schools, drainage, fire flows, and all other required approvals from external infrastructure agencies for the project, including Miami-Dade County DERM, Water and Sewer Department (WASD), and Fire Rescue, as well as the Florida Department of Transportation (FDOT) must be submitted prior to issuance of a building permit.

9. Evaluation of Project Relative to Chapter 15 and Appendix B

Provided for context and reference only – not a part of this application. Refer to the concurrent Site Plan Approval Request and Staff Analysis for complete information regarding the project.

Density and Intensity			
Regulation	**Standard/Requirement**	**Provided**	
Base Density	70 units pe acre (upa)	70 upa	195 units
Density Bonus	120 upa	119 upa	333 units
Total Add'l Units above Base Density			138 units
Workforce Housing Set-Aside • 50-70 upa • 71-120 upa	• 5% min required. • 10% of total units base. First 5% @ 60%-140% of MDC AMI. Remaining 5%	None. * *The applicability of Sec. 8.10.1 – including the density increase – to for-sale projects is being evaluated, and as such, the development may need to address the provision of*	

	of total units @ 80%-100% of MDC AMI	*workforce housing through an alternative means.*
Community Contribution Fee (CCF) for Density Bonus	*If applicable* (see * above), 100% of CCF assessed is required with Site Plan approved 2+ years after adoption of T6 zoning regulations.	
Intensity (Floor Lot Ratio)	13.0 max	6.6

Lot Area, Open Space and Civic Space Requirements		
Regulation	**Standard/Requirement**	**Provided**
Lot Area	10,000 sf min	121,914 sf
Civic Space Requirement	5% Lot Area min	5%
Open Space Requirement	10% Lot Area min.	31,336 sf (25.7% approx.)

BUILDING DISPOSITION		
Regulation	**Standard/Requirement**	**Provided**
Lot Coverage	90% max.	43%
Lot Width	100 ft. min	587 ft.-8 in.
Frontage at Front Setback	70% min.	90%
Location of Pedestrian Entrances	Primary on Kennedy Causeway	Primary on Kennedy
Sidewalk along Kennedy Causeway	20-ft easement	20 ft.
Specific to South Kennedy Special Area Plan		
Building Setbacks		
Primary Front–Kennedy Cswy.	20 ft. min.	20 ft. min.
Primary Front – Max for Commercial Portion of the Building	40 ft. min.	40 ft. max
Side Abutting a ROW	10 ft. min	10 ft.-1 in min.
Side Abutting a Lot	20 ft. min.	27 ft.-9 in.
Rear	20 ft. min.	24 ft.-6 in.
Stepbacks	None (Amended via the SAP)	None

BUILDING CONFIGURATION		
Building Floorplates		
Above the 5th story: • Residential Uses • Commercial Uses and for Parking • Max length for Residential • Max length for Commercial	 20,000 sf max. 40,000 sf max. 280 ft max. 280 ft max. (Amended via the SAP).	 Approx. 20,000 sf Approx. 40,000 sf Approx. 280 ft.
Specific to South Kennedy Special Area Plan		
Frontage		
Common Lawn	Prohibited	A gallery or arcade is

Porch and Fence	Prohibited	required for at least 80% of the frontage of commercial portions of buildings that are setback 20 feet from the front property line. Galleries and arcades may encroach into the front setback area by a maximum of 15 feet.
Terrace	Prohibited	
Forecourt	Allowed	
Stoop	Allowed	
Shopfront	Allowed	
Gallery	Allowed	
Arcade	Allowed (Amended via the SAP)	
Building Height		
Min. Building Height	2 Stories min.	Provided
Pedestal Height	10 Stories/105 ft. max. (Amended via the SAP)	10 stories/105 ft.
Overall Building Height	24 stories or 253 ft-10 in max (Amended via the SAP)	253 ft.-10 in.
Max. Height (Rooftop Mechanical)	24 ft.	24 ft.

Building Function and Parking Requirements		
Regulation	**Standard/Requirement**	**Provided**
Building Function and Parking Spaces • Residential -1 sp/dwelling = 333 • Visitor -1 sp/10 dwellings = 34 • Commercial -3 sp/1,000 sf = 159 • Bicycle -1 sp/5 dwellings and 6/50,000 sf of nonresidential = 66 • EV – 5% of required spaces = 25 • Handicapped - 11	Shared parking ratio of 1.2 applied to commercial parking = 139+34+333=499	752 69 25 17
Structured Parking Design	Per Sec. 9.3.I.	Documentation of compliance shall be submitted prior to building permit

DIVISION 5 – GREEN BUILDING PROGRAM		
Regulation	**Standard/Requirement**	**Provided**
Mixed-use	20 points min	26 (subject to NGBS certification prior to CO)

Findings

The proposed South Kennedy SAP is consistent with the development and community character goals of the North Bay Village Comprehensive Plan, the pillars of the NBV100 Master Plan, and the vision for the Kennedy Boulevard district. The SAP complies with the conditions for approval for an amendment pursuant to Sec. 4.17. of the Unified Land Development Code.

Recommendation

Based on the analysis and findings, Staff recommended to the Planning and Zoning Board approval of the South Kennedy SAP and associated rezoning and ULDC amendment as provided in the attached amended Zoning Map (Attachment 6) and Ordinance (Attachment 7), contingent upon the following items being addressed prior to 1st reading:

1. Present calculations of floor plate area and building length to verify compliance with the respective section of the Form-Based Code. If either the residential or nonresidential floor plates exceed the maximum area or building length, the Applicant may choose to either amend the proposed site plan or amend the proposed SAP regulations to include provisions for floor plate area and building length.
2. Amend and include in the proposed "Appendix B" a Summary Table (following Sec. 15.7.B) to memorialize the proposed text changes and to include an overlooked deviation in allowed Lot Frontage elements (arcade is shown as allowed on the Site Plan, but it is not allowed in T6-24).
3. Accept and incorporate Attachment 8, containing recommended changes to relevant sections of Chapter 15 referring to the proposed "Appendix B," into the package moved to 1st reading.
4. The rezoning and proposed amendment shall be approved and adopted prior to action by the Village Commission on the site plan (alternatively, action should be contingent on the outcome of the rezoning and proposed amendment).

The Applicant has complied with items 1 and 2 of this list, and the Planning and Zoning Board voted to recommend approval of the revised amendment package, including the revised SAP regulations and the relevant revisions to Chapter 15. Therefore, there are no remaining conditions to meet, other than the Village Commission must vote on the rezoning and proposed amendment prior to voting on the approval of the project site plan.

List of Staff Report Attachments

Attachment 1 – Boundary and Topographic Survey
Attachment 2 – South Kennedy Special Area Plan Application
Attachment 3 – Appendix B to Chapter 15, South Kennedy SAP (UPDATED)
Attachment 4 – Proposed Site Plan and Architectural Set *
Attachment 5 – Shadow Study *
Attachment 6 – Amended North Bay Village Zoning Map
Attachment 7 - Ordinance Rezoning to South Kennedy Special Area Plan and Amending ULDC
Attachment 8 – Proposed Chapter 15 Text Amendments

*For reference only – not a part of this application

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - SEPT. 28, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

09/18/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
18 day of SEPTEMBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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 SECOND REGULAR MEETING ON SEPTEMBER 28, 2023 AT APPROXIMATELY 6:30 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:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC , TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF REGULARLY APPLICABLE PARKING REQUIREMENTS; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

9/28/2023

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER DENSITY RIGHTS FOR 16 DWELLING UNITS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; 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; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) BY COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $10,000,000 OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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 IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 844 4526 6697
PASSCODE: 211503

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) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). 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 .

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9/28/2023

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE 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. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
9/18

23-59/0000684419M

3/3

ITEM NO. 13.D

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Silvia Vargas, Village Planner

SPONSORED BY:

SUBJECT: **A Resolution To Consider a Site Plan Review Application for Mixed-Use Project at 1872 79th Street Causeway Submitted by Shoma North Bay Village - *Village Manager Ralph Rosado, Ph.D., AICP (Village Planner Silvia E. Vargas, FAICP, LEED AP)***

RECOMMENDATION

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: Approve with conditions as recommended by Planning and Zoning Board and Staff.

BACKGROUND AND ANALYSIS
See attached staff report and attachments.

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

PERSONNEL IMPACT
N/A

ATTACHMENTS
Staff Report_Shoma Site Plan Approval_VC_092823.pdf
Attachment 1_Shoma NBV_Boundary and Topo Survey.pdf
Attachment 2_Shoma NBV Reso No. 2021-046 (original approval).pdf
Attachment 3a_Shoma NBV Site Plan Application_PZB_071323.pdf
Attachment 3b_Shoma NBV Site Plan and Arch Plans.pdf
Attachmnt 3c_Shoma NBV Engineering Plans.pdf
Attachment 3d_Shoma NBV Landscape Plans.pdf
Attachment 3e_Shoma NBV__Green Building Program Compliance.pdf
Attachment_3f_Shoma_NBV_Traffic_Study_June_2023pdf
Attachment 3g_Shoma NBV-Gravity Sewer Capacity Analysis-Final.pdf
Attachment 4_Shoma NBV Site Plan_Comments and Responses_070323.pdf
Attachment 5 Resolution Shoma Site Plan 1872 79th St.DOCX
DBR Meeting Notice 09.28.23.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: **September 28, 2023**

To: **Mayor and Commission**

From: **Silvia E. Vargas, FAICP, Village Planner via Village Manager Ralph Rosado**

Subject: **Site Plan for Shoma North Bay Village, 1872 79th Street Causeway**

1. General Information

Owner/Applicant:	Shoma North Bay Village, LLC (Applicant)
Applicant Address:	201 Sevilla Ave., Suite 300, Coral Gables FL
Site Address:	1872 79th Street Causeway
Site Acreage	2.79 ac (121,914 sf)
Folio Number	23-3209-000-0250
Contact Person/Owner Representative:	Mario Garcia-Serra (Gunster)
Phone Number:	305.376-6061
E-mail Address	Mgarcia-serra@gunster.com

2. Legal Description of Subject Property

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

Refer to Attachment 1 for Boundary and Topographic Survey.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	Commercial
Zoning District	T6-24
Existing Land Use	Strip Shopping Center/Surface Parking

4. Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	Commercial
	Zoning District	T6-30
	Existing Land Use	Multifamily Residential (Condos), Hotel & Restaurant
East	Future Land Use	Commercial and Residential
	Zoning District	T6-24 and RM-70 Multiple Family Residential
	Existing Land Use	Mixed Use (Multifamily Residential & Commercial)
South	Future Land Use	Institutional and Education
	Zoning District	RM-40 Multiple Family Residential & RS-2 Single Family Residential
	Existing Land Use	Senior Care Center and Elementary School

West	Future Land Use	Institutional and Education
	Zoning District	RM-40 Multiple Family Residential & RS-2 Single Family Residential
	Existing Land Use	Senior Care Center and Elementary School

5. Background

On March 23, 2021, pursuant to Sec. 5.8 of the North Bay Village Unified Land Development Code, the Village Commission granted approval to a Site Plan request for a 24-story, 240-foot mixed-use project (the "Project") on the approximately 2.8-acre site located at 1850-1875 79th Street Causeway, encompassing the following uses:

- 333 residential units.
- Approximately 42,480 sf. ft. of retail and dining space
- 666 structured parking spaces. The parking plan includes EV-capable parking spaces, as well as bike parking structured parking.

No variances, warrants, or waivers were approved with the original application. However, the Site Plan application included a request for bonus density (from 70 units per acre to 119 units per acre) to reach the proposed number of residential units, which resulted in the need to integrate 17 workforce housing units (5% of all units) into the project. The Site Plan request was accompanied by a request to amend the text of the ULDC to create the South Kennedy Special Area Plan and regulations that apply to the development of land within this SAP. Resolution No. 2021-046 memorialized the conditions of approval and is attached as Attachment 2.

6. Description of Applicant's Request

The Applicant requests several modifications to the approved Site Plan. The request is being considered as a new site plan application under Sec. 5.8, which requires Planning and Zoning Board review and Village Commission approval, because the modifications exceed the scope of those criteria which would allow an administrative approval under Sec. 5.9. of the ULDC.

The proposed major changes encompass the following areas:

- Square footage: The proposed modifications have increased the square footage of the project by more than 10% of the approved site plan. There is an increase of approximately 25% in the square footage of commercial/retail space, primarily to accommodate a new fine-dining food hall, and an increase of more than 15% in the square footage of the residential units (see below).

- Residential use: White the overall number of units did not change (333) the unit mix and the size of the units was altered:

Unit type	Approved	Unit Area (SF)	Proposed	Unit Area (SF)
Micro Unit (now Studio)	38	360	40	332
1-bedroom	196	600-781	135	690-1,091
2-bedroom	94	1020-1,406	129	997-1,145
3-bedroom	n/a		20	1,324
Townhouse	5	1,344-1,400	n/a	
Penthouse	n/a		9	1,793-2.579

The Applicant proposes to offer the residential units for sale rather than for rent. The units are generally larger, with higher ceilings which require a different the structural system ("post tension"), which in turn requires more space between residential floors. The greater ceiling height is the driver for the building height change.

- Internal and External Circulation: The general pattern of circulation is similar to the original plan, but certain design elements have changed, such as the configuration of the entrance and internal driveway around the site. The Traffic Impact Statement has been updated to reflect changes in conditions since 2018. The updated study indicates the need for signal timing improvements at some key intersections.

  The following changes are enabled through a concurrent ULDC text amendment which introduces an alternative set of regulations for the South Kennedy SAP.

- Building Height: The number of stories (24) stories did not change, but the overall building height increased to nearly 254 feet (i.e.,13 feet, 10 inches taller than in the T6-24 transect). Additional height is also being requested to accommodate cooling towers on the roof (from 10 feet to 24 feet).

- Pedestal Height: The maximum height of the parking pedestal has increased from 5 stories to 10 stories. The commercial/parking garage portion of the project, which is in a connected but separate building (effectively, the "pedestal"), is 104 feet, 2 inches tall. It is worth noting that the amended maximum building height is applied only to the residential tower. (NOTE: Height of the pedestal *in feet* is not mentioned in the text. Staff recommends that this amendment be added to the proposed text to ensure consistency).

- Building Stepbacks: The requirement for building stepbacks to mitigate the impact of building height on contiguous properties is eliminated in the new site plan. Staff acknowledges that the proposed project's building articulation, with two significantly differing heights, provides a convincing alternative for the absence of stepbacks in the residential tower.

The complete application packet is included as Attachment C.

7. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

The proposed mix of uses is consistent with the Commercial Future Land Use category of the Comprehensive Plan (Policy 2.1.2) and does not exceed the maximum density (with bonus), or intensity established for this Future Land Use designation.

Likewise, the proposed project advances, and remains compatible with, Objectives 2.2 and 2.4 and Policy 2.2.8 of the Future Land Use Element. The project also generally continues to align with the vision for the Kennedy Boulevard corridor embraced in the NBV100 Master Plan

NBV100 Master Plan – Pillars and Goals

The goal of NBV100 is to equip North Bay Village with the tools necessary to become a more complete, sustainable, and economically successful community that can adapt to the challenges of a changing climate. The NBV100 vision is framed through three pillars and several related goals. The following assessment addresses each goal that relates to the modified Project.

Livability
The Livability principle focuses on the desire by the three-island community to have a stronger sense of place to more accurately reflect the existing civic pride, create a more people-centered public realm, and leverage the value of NBV's privileged but underutilized bay frontage. Key goals in making NBV a more livable home to its residents involve greater walkability; more public access to the waterfront; additional gathering spaces and services; and projecting a renewed and art-infused village image to the world.

(1) Prioritize people over cars.
(2) Embrace the waterfront.
(3) Improve the quality of life.
(4) Synergize public space to refresh NBV identity.

Staff Evaluation: The proposed mix of uses is consistent with and supportive of the livability principle. The site is walkable and centrally located along the Village's main commercial street and will provide community accessibility to restaurants and grocery shopping, with walking further encouraged by the provision of an improved, 20-foot public sidewalk protected from the elements by a substantial arcade. This feature supports the planned transformation of 79th Street Causeway to a complete street (Kennedy Boulevard) as envisioned in the NBV100 Master Plan. One of the benefits of mixed-use developments is that they can reduce automobile dependency, potentially generating fewer vehicle trips than single-use sites and supporting walkability.

The project will contribute to the quality of life in the Village by expanding the array of amenities and facilities available to all Village residents and visitors, in particular with the addition of a new grocery store and food hall. The project will include a variety of unit sizes; however, as the project is now being offered for sale, a determination needs to be made regarding the applicability of the density bonus and workforce housing requirements of Sec. 8.10.1.

Resiliency
In order to ensure its Resilience, NBV must address how to secure the perimeter of the islands to keep the bay water out while efficiently managing the water that does come ashore. Adjusting

sea walls, raising grades, good infrastructure planning and maintenance, as well as responsible stewardship of the bayfront edge's natural ecosystem, will be primary objectives.

(1) Created in water.
(2) Protected from water.
(3) Thriving with water.

Staff Evaluation: The project will be required to provide a minimum open space at the ground level of 10% of the total lot area and must incorporate green building features to meet the requirements of the Village's Green Building Program (Division 5 of the ULDC). According to a North Bay Village Green Building Program scoresheet provided with the Site Plan application, the project includes features that will earn 26 points (6 above the minimum currently required by the ULDC), including a white roof, use of LID/green infrastructure, 100% native plants in landscaping, Energy STar rating appliances, and diversion of waste from landfill. Additionally, the Applicant has retained Kyle Abney from Abney + Abney Green Solutions to help secure NGBS Silver certification for the project (for a total of 12 of the 26 claimed points).

Prosperity
The desire for Prosperity speaks to the shared goal to see the Village Center attract more retail, businesses and services that have found homes elsewhere in the region and bypassed NBV during prior boom years. The key to changing this pattern is linked to reinventing Kennedy Causeway as a welcoming pedestrian-oriented and business-friendly mixed-use main street and getting away from the existing car-oriented highway with disconnected shopping centers and isolated towers.

(1) *Capitalize on existing resources.*
(2) Increase private property value.
(3) Optimize and manage parking.
(4) Incentivize flexibility and predictability; and

Staff Evaluation: The project will facilitate the redevelopment of an underdeveloped site with a mix of land uses that will serve the needs of current and future residents and is anticipated to raise the value of the property and the properties around it, and to increase revenue to the Village through the payment of fees, as well as recurring property taxes after completion. A mix of new residential units, ranging from studios to 3-bedroom units, plus complementary resident amenities will expand the inventory of housing opportunities within North Bay Village, while a new ground-floor grocery store, a new food hall, and space for additional retail, will enhance local retail and dining offerings, reducing the need for automobile trips within the Village and enhancing quality of life for its residents. The project is designed to meet the flood protection requirements of Sections 10.5.B.2. of the ULDC The project exceeds the minimum 10% required open space at ground level. The residential amenities deck and ZEN garden provide additional green areas.

8. Site Plan Approval Criteria

Section 5.8.(B)(9)(c) requires the Planning and Zoning Board and Village Commission of North Bay Village to review a site plan approval request against the following criteria:

(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

Applicant's Remark: The Site Plan provides greater setbacks than required along the rear and western property lines, which abut the Treasure Island Elementary School (TIES) property to an older and lower rise condominium building, respectively. Both the rear and western property lines will be lined with landscaping to provide adequate buffering. The proposed Site Plan also seeks to maximize desirable effects along the 79th Street Causeway by providing a building arcade for pedestrian use along a portion of the frontage, thus providing relief from heat island effect.

Staff Evaluation: The project involves the redevelopment of an underutilized site. While the maximum building height proposed in the SAP nearly 14 feet greater than the current maximum height provided in Chapter 15, the proposed building configuration with respect to building heights will help reduce the impacts of building height (e.g., shadows, wind, and obstructed views) by keeping the commercial portion of the project limited to approximately 104 feet, according to the submitted plans.

To mitigate potential negative visual and noise impacts on the adjacent Treasure Island Elementary School, the project will be buffered by a 6-foot-tall wall and additional landscape screening on the south side of the wall along the property boundary (both items conditions of the original Site Plan approval). The Applicant will be required to conduct a study after the project is completed and operational for at least six (6) months to determine if a mid-block crosswalk is warranted on East Treasure Drive to mitigate potential negative impacts on pedestrian safety (another condition of prior approval).

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

Applicant's Remark: The project provides 752 off-street parking spaces via an on-site structured garage which is shielded from view by an artistic screening as depicted in the renderings enclosed as part of the plans. The number of spaces provided is above the required minimum number of spaces pursuant to the proposed South Kennedy SPA regulations. Additionally, the project provides loading for both buildings in the rear of the property out of sight from the right-of-way. The proposed circulation diverts traffic away from the right-of-way.

Staff Evaluation: The project will provide 752 parking spaces, which exceeds the minimum requirement for off-street vehicular parking even under the higher base regulations. Loading facilities are provided in the required number and sizes. This will help ensure that parking and loading functions to serve the needs of the project are confined to the site. The height of the parking structure, controlled through the SPA amendments, accommodates 10 full or partial levels of parking –greater than the maximum of 5 levels under the base regulations, but equal in overall height (100 feet).

(3) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

Applicant's Remark: Landscaping is provided along the southern and western property lines. That same level of detail to landscaping and respect for the public view of the property was carried throughout the landscape plan, which proposes Royal Palms along the 79th Street Causeway. The Applicant also remarks that the amenities deck on Level 4 is also landscaped, and the project

includes a ZEN Garden on Level 11.

Staff Evaluation: The SAP amendments establish the maximum development envelope in compliance with minimum setback requirements. The proposed minimum rear and side setback (on the site abutting East Treasure Drive) are being increased from 7 feet to 10 feet and from 15 feet to 20 feet, respectively. The proposed Site Plan complies with and exceeds the minimum open space and landscaping requirements. The previous condition to plant Royal palms or another palm of the Village's preference along 79th Street remains in place; the current renderings do not show palms and will have to be revised. The landscape plan indicates that some nonnative species are being used. This will have to change if the Applicant intends to claim Green Building Points for use of 100% native species in site landscaping.

The SAP amendments includes language to the effect that artificial landscaping may be used under certain conditions. It is unclear if this refers only to synthetic turf. While the ULDC allows, but has strict conditions on the use of synthetic turf, it is the Village's preference that natural, 100% native landscaping be used throughout the project.

(4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

Applicant's Remark: The Project's civil engineers have confirmed that sufficient public facilities are available and/or can be improved to service the project. The property is located along the 6-lane 79th Street Causeway, which has sufficient capacity for the proposed project. Additionally, internal circulation and generous rear and side setbacks allow for appropriate traffic flow and utilities to service the property. Any infrastructure upgrades necessary to service the project will be the responsibility of the Applicant.

Staff Evaluation: The Applicant has submitted an updated Traffic Impact Study (by David Plummer and Associates). The results of the roadway segment analysis show that the 79th Street Causeway roadway segments between the Project Driveway and E. Treasure Dr. and between 1800 Block and Project Driveway currently operate and will continue to operate within the Village's LOS standards during the AM and PM peak hours. The intersection capacity analysis shows adequate operations at the unsignalized project driveways during the AM and PM peak hours. The results, however, indicate a need for timing adjustments to reduce current and future southbound delays during AM and PM peak hours at the signalized intersections of 79th Street Causeway and East Treasure Drive and 79th Street Causeway and 1800 Block. In addition, Village Engineering recommends consideration of a dedicated right-turning lane or alternative solution to prevent backup of eastbound vehicular traffic in the outside travel lane on the Causeway entering the site.

The Applicant also submitted a Gravity Sewer Capacity Analysis (by 300 Engineering Group). The study acknowledges planned PS Main Improvements. Analysis of the East Treasure Dr future gravity sewer system in comparison to the estimated project flows indicates that the future gravity sewers can sufficiently accommodate the future flow of 155 GPM.

Documentation of compliance with the applicable Level of Service (LOS) requirements, including those pertaining to schools, drainage, fire flows, and all other required approvals from external

infrastructure agencies for the project, including Miami-Dade County DERM, Water and Sewer Department (WASD), and Fire Rescue, as well as the Florida Department of Transportation (FDOT) must be submitted prior to issuance of a building permit.

9. Compliance with Unified Land Development Code

The original project was found to be largely in compliance with the applicable requirements of the Unified Land Development Code and the original SAP. Some items not fully in compliance or requiring additional clarification were set as conditions for building permit. Many of these conditions will remain in place for this iteration of the Site Plan.

The new site plan generally complies with the provisions of the ULDC and those of the proposed amendment of the Special Area Plan. A complete analysis of compliance is provided below. Items that are deemed not to be fully in compliance are highlighted in red text and a light grey background. These can be set as conditions of Site Plan approval or conditions for building permit.

Density and Intensity (Sections A.2.H. and A.7.A.1)			
Regulation	**Standard/Requirement**	**Provided**	
Base Density	70 units pe acre (upa)	70 upa	195 units
Density Bonus	120 upa	119 upa	333 units
Total Add'l Units above Base Density			138 units
Workforce Housing Set-Aside • 50-70 upa • 71-120 upa	• 5% min required. • 10% of total units base. First 5% @ 60%-140% of MDC AMI. Remaining 5% of total units @ 80%-100% of MDC AMI	None. * *Subject to the adoption of the proposed Workforce Housing Program amendment that would create a payment-in-lieu of option for for-sale projects that include a density bonus request.*	
Community Contribution Fee (CCF) for Density Bonus	*If applicable* (see * above), 100% of CCF assessed is required with Site Plan approved 2+ years after adoption of T6 zoning regulations.		
Intensity (Floor Lot Ratio)	13.0 max	6.6	

Lot Area, Open Space and Civic Space Requirements (Sections A.3.2.g(1)(a). and A.7.A.1)		
Regulation	**Standard/Requirement**	**Provided**
Lot Area	10,000 sf min	121,914 sf
Civic Space Requirement	5% Lot Area min 121,914 x 5% = 6,096 sf	6,691 sq. ft (7%)
Open Space Requirement	10% Lot Area min.	31,336 sf (25.7% approx.)

BUILDING DISPOSITION		
Regulation	**Standard/Requirement**	**Provided**
Lot Coverage	90% max.	43%
Lot Width	100 ft. min	587 ft.-8 in.

Frontage at Front Setback	70% min.	90%
Location of Pedestrian Entrances	Primary on Kennedy Causeway	Primary on Kennedy
Sidewalk along Kennedy Causeway	20-ft easement	20 ft.
Specific to South Kennedy Special Area Plan		
Building Setbacks		
Primary Front–Kennedy Cswy.	20 ft. min.	20 ft. min.
Primary Front – Max for Commercial Portion of the Building	40 ft. min.	40 ft. max
Side Abutting a ROW	10 ft. min	10 ft.-1 in min.
Side Abutting a Lot	20 ft. min.	27 ft.-9 in.
Rear	20 ft. min.	24 ft.-6 in.
Stepbacks	None	None
BUILDING CONFIGURATION		
Building Floorplates		
Above the 5th story: • Residential Uses • Commercial Uses and for Parking • Max length for Residential • Max length for Commercial	15,000 sf max. 30,000 sf max. 280 ft max. 280 ft max. (Amended via the SAP).	Approx.13,130 sf Approx. 40,000 sf Approx. 280 ft.
Specific to South Kennedy Special Area Plan		
Frontage		
Common Lawn	Prohibited	A gallery or arcade is required for at least 80% of the frontage of commercial portions of buildings that are setback 20 feet from the front property line. Galleries and arcades may encroach into the front setback area by a maximum of 15 feet.
Porch and Fence	Prohibited	
Terrace	Prohibited	
Forecourt	Allowed	
Stoop	Allowed	
Shopfront	Allowed	
Gallery	Allowed	
Arcade	Allowed (Amended via the SAP)	
Building Height		
Min. Building Height	2 Stories min.	Provided
Pedestal Height	10 Stories max./105 ft. max (Amended via the SAP)	10 stories/105 ft.
Overall Building Height	24 stories or 253 ft-10 in max	253 ft.-10 in.
Max. Height (Rooftop Mechanical)	24 ft.	24 ft.

Building Function and Parking Requirements		
Regulation	**Standard/Requirement**	**Provided**
Building Function and Parking Spaces • Residential -1 sp/dwelling = 333 • Visitor -1 sp/10 dwellings = 34 • Commercial -3 sp/1,000 sf = 158 • Bicycle -1 sp/5 dwellings and 6/50,000 sf of nonresidential = 66 • EV – 5% of required spaces = 25 • Handicapped - 11	Shared parking ratio of 1.2 applied to commercial parking = 134+34+333=499	752 69 25 17
Structured Parking Design	Per Sec. 9.3.I.	Documentation of compliance shall be submitted prior to building permit

Parking Space Design	Per Sec. 9.3.E. Standard – 9' X 18' Compact – 8' X 16' Accessible – 13' x 18'	Publix – 10' X 18' Regular – 9' X 18' HC – 13' X 18' Compact – 8' X 16'
Loading Berths *Residential* *Commercial*	Per Section 15.6.D: 1@420 sf / 1st 100 units 1 @240 sf / each add'l 100 units or fraction thereof 1@420 sf – 25k-50k sf 1 @420 sf – 50k-100k sf	 3 @ 900 sf 2 @ 800 sf

DIVISION 5 – GREEN BUILDING PROGRAM		
Regulation	**Standard/Requirement**	**Intended**
Mixed Use	20 points min	26 pts *
LID/green infrastructure (drainage well)	2 pts max	4 pts
100% Native Plants	2 pts	2 pts
White Roof	4 pts	4 pts
EnergyStar rating for all appliances	4 pts	4 pts
NGBS Silver certification	12 pts	12 pts

Additional points may be achievable through the provision of EV Charging Stations

Recommendation

Staff finds that the project is consistent with the policies of the NBV100 Comprehensive Plan and the pillars and strategies of the NBV100 Master Plan. In addition, the project generally meets the Site Plan approval criteria and, except for the central question of the density increase and the workforce housing allocation, the project either observes the requirements of the ULDC and the proposed Special Area Plan regulations (Appendix B) or the zoning concerns noted above or raised by other reviewers in the Development Review process can be easily corrected.

Regarding the density bonus and workforce housing provisions, Village staff is currently evaluating the applicability of these provisions to for-sale projects. There is also an imminent privately initiated amendment to the workforce housing program ordinance, which, if adopted, could resolve this issue by providing a variety of alternative strategies through which the requirement might be satisfied. Given these circumstances, Staff is confident in recommending approval contingent upon the approval of the Special Area Plan rezoning and adoption of proposed Special Area Plan provisions (Appendix A), and subject to the specifications set forth below. **Approval of this Site Plan shall not indicate or imply approval of working drawings (plans) and specifications required for building permits.** All conditions shall be met as stated.

Conditions

General conditions

1. The Project Approval shall be valid for two (2) years, commencing on the effective date of the Approval Resolution, within which time the Applicant must obtain the Master Building Permit, except as provided in the Development Agreement or applicable law. No more than two (2) additional 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 (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the "Project Validity Period"). 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 approval and the Development Agreement pursuant to Section 4.d of the Development Agreement.
3. 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 payments, 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.
4. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:
   A. Updated Boundary and Improvement Survey prepared by John F. Pulice, PSM, dated 6/1/22 and digitally signed 4/21/2023.
   B. Architectural plans prepared by MSA Architects, digitally signed 06/29/2023 by Jose Saumell:
      1) Sheet CS: Cover Sheet and Drawing Index
      2) Sheet A-0.SP-1: Site Plan
      3) Sheet A-2.1: Overall Floor Plan Level 1
      4) Sheet A-2.1M: Mezzanine Floor Plan
      5) Sheets A-2.2 through A-2/23/2: Overall Floor Plan Levels 20-23
      6) Sheet A-2.24: Roof Plan / Pool Deck
      7) Sheets A-3.1 and A-3.2: Residential Building Elevations
      8) Sheets A-3.3 and A-3.4: Garage Building Elevations
      9) Sheets A-4.1 through A-4.7: Unit Plans
   C. Landscape Plans prepared by Witkin Hults, Design Group, digitally signed 6/28/23 by Andrew M. Witkin, RLA:
      1) Sheet L-1: Index and Landscape Plan – Ground Floor
      2) Sheets L-2 and L-3: Landscape Plan
      3) Sheet L-4: Landscape Plan – Level 11/Zen Garden

4) Sheet L-5: Landscape Plan – Pool Deck
5) Sheets L-6: Landscape Details
6) Sheet TD-1: Tree Disposition Plan
7) Sheet HS-1: Hardscape Plan – Ground Level
8) Sheet SK-1: NE Plaza Enlargement

D. Civil Engineering Plans prepared by David Plummer & Associates, dated 05/23/2023 and digitally signed by Todd Seymour, PE, 06/29/23:
1) Sheet C-1.0: General Notes
2) Sheet C-2.0: Civil Site Plans
3) Sheet C-3.0: Pavement Details
4) Sheet C-4.0: Water Distribution Plan
5) Sheet C-5.0: Sewer Distribution Plan
6) Sheet C-6.0: Water and Sewer Details
7) Sheets C-7.0 and C-8.0: Signing and Pavement Marking Plan and Notes
8) Sheet C-9.0: Grading and Drainage Plan
9) Sheet C-10.0: Drainage Details
10) Sheets C-11 and C-12: Stormwater Pollution Prevention Plan and Detail

E. Gravity Sewer Capacity Analysis Technical Memorandum prepared by 300 Engineering Group LLC, dated 6/14/23.

F. Traffic Study #20105, prepared by David Plummer & Associates, dated June 2023; and cover letter for comparison analysis dated 3/23/23, prepared by Juan Espinoza, PE.

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 density bonus and related requirements as approved herein.

Workforce Housing, Density Bonus and Community Contribution Fee:

1. The Applicant has not made provisions to allocate the 15 percent of workforce housing units required to attain the proposed density increase from the maximum base density of 70 units per acre to 119 units per acre, on the basis that the project consists of all for-sale units. However, the proposed density increase above base is currently only achievable via the workforce housing density bonus established in Sec. 8.10.1 of the ULDC. The Village is currently evaluating the applicability of this section, including the obligations associated with density increases, to for-sale projects. If, following this evaluation, the Village were to determine that the requirements Sec. 8.10.1 do apply to this project in connection to the proposed density increase, the Village and the Applicant shall coordinate and agree on an appropriate method to satisfy those requirements. The agreed-upon solution may be memorialized in the development agreement.

Landscape and Public Realm:

1. Plans shall demonstrate, graphically and in tabular form, that at least five percent (5%) of the aggregate lot area, or approximately 6,096 sq. ft., has been assigned as civic space. The areas identified as the "East Plaza" and "West Plaza" shall be developed with public-realm-appropriate improvements and function. The Applicant shall be responsible for constructing or providing all the required associated improvements, including Public Art.
2. The Applicant shall, in coordination with the Village, select an artist to create public art displays to be installed at the following locations: 1) The East Plaza; 2. The Florida Department of Transportation (FDOT) entry median at the Village's eastern boundary on the

79th Street Causeway (the "Eastern Median"); and 3) the FDOT entry median at the Village's western boundary on the 79th Street Causeway (the "Western Median"). Collectively, these three locations shall be known as "the Public Art Locations." The Applicant and the Village shall jointly agree on the public art to be installed at the Public Art Locations.

3. Palms shall be planted along the 79th Street Causeway frontage of the property, of a species pre-approved by the Village consistent with landscaping installed or projected to be installed by the Village on the Causeway.
4. The Applicant shall replace the existing bus shelter located on the public right-of-way, adjacent to the northeastern corner of the property. The Village shall pay for the design of the new bus shelter and provide design specifications and plans to the Applicant, who will be responsible for paying up to $35,000 for the fabrication and installation of the shelter. The Village will be responsible for overseeing the fabrication and installation of the shelter.
5. Beautified, safe pedestrian crosswalk treatments shall be required for the central driveway between the residential and commercial portions of the building. Likewise if (as an outcome of the study described in Condition No. 7 of the Traffic/Circulation/Parking conditions listed below), the installation of a mid-block crosswalk is determined to be warranted on East Treasure Drive, such crosswalk shall be similarly beautified.
6. 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.
7. 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.
8. Synthetic turf may only be used subject to the limitations of Sec. 9.24 of the ULDC.
9. A photometric plan by a Registered Architect or Engineer shall be submitted.
10. 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.
11. 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.
12. The Applicant shall seek to attain no less than 20 points from the North Bay Village Green Building Program, which effort shall include pursuing NGBS Silver certification for the project, as per the Applicant's sustainable design consultant.

<u>Infrastructure/Drainage:</u>

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 utility easements, water and sewer mains, 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. A fire flow test shall be conducted to verify the availability of required fire flow.
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 data of the drainage system (stage storage and pipe sizing calculations) in a report form 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, as well as drainage calculations for 10-, 25- and 100-year storms.

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. 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. Working with Miami Dade County Traffic Engineering Department and the Village, the Applicant shall develop an effective signal timing optimization approach for 79th Street Causeway at the junction with the 1800 block of the Causeway and with East Treasure Drive, to maintain an acceptable Level of Service for these intersections.
3. The Applicant shall consider a solution (e.g., a dedicated right-turning lane) to prevent backup of eastbound vehicular traffic in the outside travel lane on the Causeway entering the site.
4. The Applicant shall specify turning radii for all curbs and sight distance triangles for East Treasure Dr. to allow for the evaluation of visibility per Sec. 9.7.B. of the ULDC.
5. The Applicant shall provide updated auto-turn exhibits illustrating the following: a) an overall design that is consistent with the plans set; b) a complete vehicle maneuver until the vehicle is completely aligned with the travel lanes along E Treasure Dr; c) the design vehicle accessing and exiting the trash dumpster.
6. 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).
7. The Applicant shall address/mitigate potential risk of vehicles encroaching into the sidewalk within the TIES School Zone.
8. The Applicant, in coordination with Miami-Dade County and North Bay Village, shall conduct a pedestrian safety study after the project site is fully operational for at least six (6) months. This study will determine if a mid-block crosswalk is warranted on East Treasure Drive based on pedestrian and traffic volumes. Miami-Dade County has ultimate authority over the approval, installation and placement of a crosswalk. If it is determined that an additional, midblock crosswalk is not warranted, the applicant will work with the County and the Village on improving the existing nearby crosswalks.
9. Pavement markings on all levels of the parking garage shall be revised to meet MUTCD criteria, with diagonal crosshatch markings slanting away from traffic to discourage travel on certain paved areas.
10. Wheel stops shall be provided for parking bays to prevent vehicular encroachment into non-parking areas.
11. The Applicant shall include sidewalk/grass strip restoration according to North Bay Village core requirements.
12. Proposed driveway grades shall not exceed three (3) percent. The maximum slope immediately beyond the right-of-way line shall not change in excess of five (5) percent for either angle of approach or breakover angle.
13. The Applicant shall provide, in graphic and tabular form, the location and number of spaces reserved in the parking garage for use by Grandview Palace, if any. Copy of any agreements between Shoma North Bay Village and Grandview Palace, as may be amended from time to time, shall be submitted to the Village as part of the project record.

Other:

1. The Applicant shall provide a copy of previously recorded plat and a copy of the County's plat report, if available. In the event that the property is determined to not have been previously platted, the Applicant shall plat the property prior to the issuance of a building permit, pursuant

to the provisions of Division 3 of Chapter 5 of the North Bay Village ULDC and consistent with Policy 2.1.11 of the NBV100 Comprehensive Plan.
2. All signage shall comply with the restrictions of Section 15.6.E.

Prior to issuance of a Certificate of Occupancy
1. 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.

List of Attachments to Staff Report

Attachment 1 – Boundary and Topographic Survey
Attachment 2 – North Bay Village Resolution No. 2022-011A (approving original Site Plan)
Attachments 3A through 3X – Site Plan Application Packet by Shoma North Bay Village, LLC
Attachment 4 – DRAFT Resolution Site Plan 1872 79th Street Causeway

NOTES:

1. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. MIAMI–DADE COUNTY BENCHMARK P–313–1970; ELEVATION: 5.27 FEET.
3. THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF AE, BASE FLOOD ELEVATION 8 & 9 FEET, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12086C0307L, WITH A DATE OF IDENTIFICATION OF 9/11/09, FOR COMMUNITY NO. 120654, IN MIAMI–DADE COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
4. THIS SITE LIES IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI–DADE COUNTY, FLORIDA.
5. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE WEST RIGHT–OF–WAY LINE OF EAST TREASURE DRIVE BEING S01°37'08"E.
6. REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
7. THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
8. TOTAL NUMBER OF CLEARLY IDENTIFIABLE PARKING SPACES ON THE SUBJECT PROPERTY IS 232 (228 REGULAR AND 4 DISABLED).
9. THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, ORDER NO. 10380290, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED 03/14/2022 AT 11:00 PM, REVISION A, DATED 4/14/22, SW. THE FOLLOWING ITEMS ARE EXCEPTIONS IN SCHEDULE B SECTION II OF SAID COMMITMENT:
   - ITEMS 1, 2, 3, 4 & 5: STANDARD EXCEPTIONS, NOT ADDRESSED.
   - ITEM 6: PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATIONS IN DEED NO. 17274–A IN DEED BOOK 983, PAGE 1, AS CORRECTED BY DEED NO. 17274–B AND DEED NO. 17806–A IN DEED BOOK 2936, PAGE 45, APPLY TO THIS SITE BUT CANNOT BE PLOTTED (AS TO PARCELS 1 & 2).
   - ITEM 7: EASEMENT IN O.R.B. 1000, PAGE 489, APPLIES TO THIS SITE AS DEPICTED HEREON (AS TO PARCELS 1 & 2).
   - ITEM 8: EASEMENTS AND PROVISIONS IN COVENANT IN O.R.B. 13220, PAGE 2712, APPLY TO THIS SITE AS DEPICTED HEREON (AS TO PARCEL 1).
   - ITEM 9: EASEMENTS, TERMS AND PROVISIONS IN EASEMENT AGREEMENT IN O.R.B. 13387, PAGE 2185, APPLY TO THIS SITE AS DEPICTED HEREON (AS TO PARCEL 1).
   - ITEM 10: COVENANT RUNNING WITH THE LAND IN O.R.B. 16914, PAGE 870, AS AMENDED BY FIRST AMENDMENT TO COVENANT RUNNING WITH THE LAND IN O.R.B. 31243, PAGE 4309, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED (AS TO PARCEL 1).
   - ITEMS 11 & 12: NOT ADDRESSED.
10. ALL RECORDED DOCUMENTS ARE PER MIAMI–DADE COUNTY RECORDS.
11. THE LEGAL DESCRIPTION WAS MODIFIED TO CORRECTLY DESCRIBE THE CURVE MENTIONED ON THE EASTERLY SOUTH BOUNDARY OF THIS SITE(NON–TANGENT CURVE).
12. THE PROPERTY DESCRIBED HEREIN IS WHOLLY CONTAINED IN WITHIN THE PROPERTY DESCRIBED IN CHICAGO TITLE INSURANCE COMPANYU COMMITMENT NO. 10380290 WITH AN EFFECTIVE DATE OF 3/14/2022 AT 11:00 PM, REV A, 4/12/2022 AND ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.
13. THE WAS NO EVIDENCE OF THE SITE USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
14. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES; THAT THERE ARE NO VISIBLE ENCROACHMENTS ON THE SUBJECT PROPERTY OR UPON THE LAND ABUTTING SAID PROPERTY EXCEPT AS SHOWN HEREON.
15. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH LAWS REGULATING SURVEYING IN THE STATE OF FLORIDA.
16. THE PROPERTY SHOWN HEREON HAS DIRECT ACCESS TO 79th STREET CAUSEWAY (STATE ROAD NO. 984) (NORTH BAY CAUSEWAY), A DEDICATED PUBLIC STREET OR HIGHWAY, MAINTAINED BY THE STATE OF FLORIDA.
17. EXCEPT AS SHOWN, ALL VISIBLE UTILITIES SERVING THE SUBJECT PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR RECORDED PUBLIC UTILITY EASEMENTS.
18. THE SURVEYOR CURRENTLY IS COVERED BY A PROFESSIONAL LIABILITY POLICY IN THE AMOUNT OF $2,000,000.
19. ENCROACHMENTS AS FOLLOWS:
    A) FENCE AND PORTION OF ASPHALT PARKING LOCATED UPON 4' UTILITY EASEMENT IN O.R.B. 1000, PAGE 489, ALONG THE SOUTH BOUNDARY.
    B) CLEANOUTS, METERS, MONITORING WELLS, SIGNS, HAND HOLES, CATCH BASINS, SEWER LINES, GUY ANCHORS, POWER POLES AND OVERHEAD WIRES WITHOUT BENEFIT OF KNOWN EASEMENTS.
20. THERE ARE NO PARTY WALLS ON THIS SITE.
21. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
22. THERE ARE NO KNOWN PROPOSED CHANGES TO STREET RIGHT OF–WAY LINES. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
23. THERE ARE NO PLOTTABLE OFFSITE EASEMENTS.

ZONING INFORMATION:

1. THIS SITE IS ZONED KENNEDY BOULEVARD DISTRICT (KBD)
2. BUILDING RESTRICTIONS:
   SETBACK REQUIREMENTS: FRONT: 10 FEET FOR FIRST 5 STORIES ALONG PRIMARY FRONT (KENNEDY CAUSEWAY); 25 FEET FOR FIRST 5 STORIES ALONG SECONDARY FRONT (EAST TREASURE DRIVE); 0 FEET ALONG WESTERN SIDE FOR FIRST 5 STORIES; 5 FEET FOR SOUTHERN SIDE FOR FIRST 5 STORIES. ADDITIONAL 10 FOOT STEPBACK IS REQUIRED ABOVE THE 5TH STORY AND A FURTHER 5 FOOT STEPBACK IS REQUIRED ABOVE THE 15TH STORY.
   MINIMUM LOT AREA: 10,000 SQUARE FEET MINIMUM; MINIMUM LOT WIDTH: 100 FEET.
   BUILDING HEIGHT: MINIMUM HEIGHT OF 2 STORIES; MAXIMUM HEIGHT IS 24 STORIES OR 240 FEET. MAXIMUM PEDESTAL HEIGHT IS 5 STORIES. THE PROJECT'S SAP APPROVAL PERMITS A HIGHER PARKING GARAGE PEDESTAL HEIGHT THAN TYPICALLY PERMITTED.
   PARKING: PARKING STRUCTURE SHALL NOT EXTEND BEYOND THE HEIGHT OF THE PEDESTAL (5 STORIES). THE SAP APPROVED FOR THE PROJECT PROVIDES SPECIFIC PARKING REQUIREMENTS FOR THE PROJECT WITH WHICH THE PROJECT COMPLIES. A TOTAL OF 475 PARKING SPACES ARE REQUIRED AND 666 PARKING SPACES ARE PROVIDED. (COMBINED SITES)
   DENSITY RESTRICTIONS: MAXIMUM DENSITY OF 150 DWELLING UNITS PER ACRES SO LONG AS THE TOTAL UNITS ARE SET ASIDE FOR NON–SUBSIDIZED WORKFORCE HOUSE.
   LOT COVERAGE: MINIMUM OPEN SPACE ARE OF 10% OF LOT AREA.
3. THE RESTRICTIONS SHOWN ABOVE ARE PER THE SITE PLAN OF COMBINED EAST AND WEST PROPERTIES PER GUNSTER, YAOKLEY & STEWART, P.A. LAND USE AND ZONING OPINION LETTER DATED APRIL, 2022.

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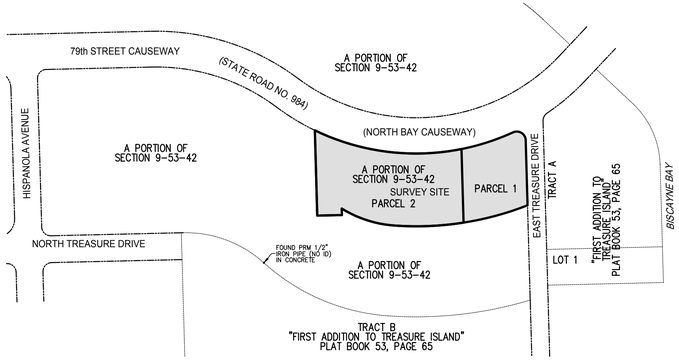


VICINITY MAP
NOT TO SCALE

TREE TABLE

Tree #	Scientific Name	Common Name	DBH - in.	Height - ft. (Palms - CT)	Canopy (Dia. Ft.)	Canopy (Sq. ft.)	Condition	Disposition
1	*Ficus benjamina*	Ficus	5	22	10	79	Invasive	Remove
2	*Ficus benjamina*	Ficus	8	23	15	177	Invasive	Remove
3	*Ficus benjamina*	Ficus	8	22	14	154	Invasive	Remove
4	*Ficus benjamina*	Ficus	8	20	18	254	Invasive	Remove
5	*Ficus benjamina*	Ficus	11	26	13	133	Invasive	Remove
6	*Ficus benjamina*	Ficus	9	25	12	113	Invasive	Remove
7	*Ficus aurea*	Ficus	9	40	55	2375	Fair	Remove
8	*Podocarpus gracilor*	Weeping Podocarpus	6	16	14	154	Fair	Remove
9	*Schinus terebinthifolia*	Brazilian Pepper	26	27	30	707	Invasive	Remove
10	*Schinus terebinthifolia*	Brazilian Pepper	30	20	40	1256	Invasive	Remove
11	*Schinus terebinthifolia*	Brazilian Pepper	24	19	14	154	Invasive	Remove
12	*Schinus terebinthifolia*	Brazilian Pepper	24	20	15	177	Invasive	Remove
13	*Schinus terebinthifolia*	Brazilian Pepper	8	25	18	254	Invasive	Remove
14	*Schinus terebinthifolia*	Brazilian Pepper	24	12	15	177	Invasive	Remove
15	*Schinus terebinthifolia*	Brazilian Pepper	14	16	18	254	Invasive	Remove
16	*Schinus terebinthifolia*	Brazilian Pepper	29	22	17	227	Invasive	Remove
17	*Bischofia javanica*	Bischofia	4	12	10	79	Invasive	Remove
18	*Schinus terebinthifolia*	Brazilian Pepper	8	15	12	113	Invasive	Remove
19	*coccoloba uvifera*	Seagrape	29	25	23	415	Fair	Remove
20	*Schinus terebinthifolia*	Brazilian Pepper	30	30	20	314	Invasive	Remove
22	*Sabal palmetto*	Cabbage Palm	12	14	15	177	Fair	Remove
23	*Sabal palmetto*	Cabbage Palm	14	10	25	491	Good	Remove
24	*Sabal palmetto*	Cabbage Palm	12	25	12	113	Good	Remove
25	*Sabal palmetto*	Cabbage Palm	12	23	10	79	Good	Remove
26	*Tabebuia caraiba*	Yellow Tabebuia	13	22	15	177	Fair	Remove
27	*Cocos nucifera*	Coconut Palm	9	25	15	177	Fair	Remove
28	*Tabebuia caraiba*	Yellow Tabebuia	9	15	8	50	Fair	Remove
29	*Sabal palmetto*	Cabbage Palm	17	10	10	79	Fair	Remove
30	*Tabebuia caraiba*	Yellow Tabebuia	15	18	15	177	Fair	Remove
31	*Tabebuia caraiba*	Yellow Tabebuia	6	8	10	79	Fair	Remove
32	*Sabal palmetto*	Cabbage Palm	12	22	10	79	Good	Remove
33	*Sabal palmetto*	Cabbage Palm	12	25	10	79	Good	Remove
34	*Sabal palmetto*	Cabbage Palm	10	25	12	113	Good	Remove
35	*Sabal palmetto*	Cabbage Palm	12	20	10	79	Good	Remove
36	*Tabebuia caraiba*	Yellow Tabebuia	7	18	10	79	Fair	Remove
37	*Tabebuia caraiba*	Yellow Tabebuia	15	27	25	491	Fair	Remove
38	*Tabebuia caraiba*	Yellow Tabebuia	17	29	20	314	Fair	Remove
39	*Tabebuia caraiba*	Yellow Tabebuia	12	10	10	79	Fair	Remove
40		Uprooted	N/A	N/A	N/A	N/A	Uprooted	Remove
41	*Ficus benjamina*	Ficus	14	25	25	491	Invasive	Remove
42	*Ficus benjamina*	Ficus	8	23	15	177	Invasive	Remove
43	*Ficus benjamina*	Ficus	8	10	5	20	Invasive	Remove
44	*Ficus benjamina*	Ficus	7	12	10	79	Invasive	Remove
45		Dead	N/A	N/A	N/A	N/A	Dead	Remove
46	*Sabal palmetto*	Cabbage Palm	12	30	10	79	Fair	Remove
47	*Sabal palmetto*	Cabbage Palm	14	17	11	95	Fair	Remove
48	*Sabal palmetto*	Cabbage Palm	12	17	12	113	Fair	Remove
49	*Sabal palmetto*	Cabbage Palm	7	10	8	50	Fair	Remove
50	*Sabal palmetto*	Cabbage Palm	10	18	10	79	Fair	Remove
	Total Square Footage Removed					6265		

LEGAL DESCRIPTION: (PER COMMITMENT)

PARCEL 1:
A PORTION OF THE SOUTHEAST ONE–QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE MAP OF HIGHWAY RIGHT–OF–WAY OF PROPOSED NORTHEAST SEVENTY–NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI –DADE COUNTY, FLORIDA; THENCE N88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT–OF–WAY FOR 1560.00 FEET; THENCE S 01°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT–OF–WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT–OF–WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGEL OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AND ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT–OF–WAY LINE OF EAST TREASURE DRIVE; THENCE S01°37'08" E ALONG SAID RIGHT–OF–WAY LINE OF 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET; AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT–OF–WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT–OF–WAY LINE OF 79TH STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT–OF–WAY LINE OF EAST TREASURE DRIVE AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES. LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI–DADE COUNTY, FLORIDA.

PARCEL 2:
A PORTION OF THE SOUTHEAST ONE–QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE–HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE MAP OF HIGHWAY RIGHT–OF–WAY OF PROPOSED NORTH–EAST SEVENTYNINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT–OF–WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT–OF–WAY OF SAID SEVENTY–NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT–OFWAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT ON THE ARC OF A NON–TANGENT CURVE TO THE RIGHT FROM WHICH A RADIAL LINE BEARS N 08°55'50" W; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI–DADE COUNTY, FLORIDA AND CONTAINING A TOTAL OF 121,914 SQUARE FEET (2.7988 ACRES), MORE OR LESS.

CERTIFICATION:

TO S3 RE NORTH BAY FUNDING LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS; SHOMA NORTH BAY VILLAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY; CHICAGO TITLE INSURANCE COMPANY; ERRA LAW; GUNSTER, YAOKLEY & STEWART, P.A.:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11, 13, 14, 16, 17, 18, 19 & 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 6/1/22.

DATE OF PLAT OR MAP: 6/1/22

John F Pulice

Digitally signed by John F Pulice
Date: 2023.07.03 11:57:08 -04'00'

- ☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
- ☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
- ☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
- ☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290

STATE OF FLORIDA

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

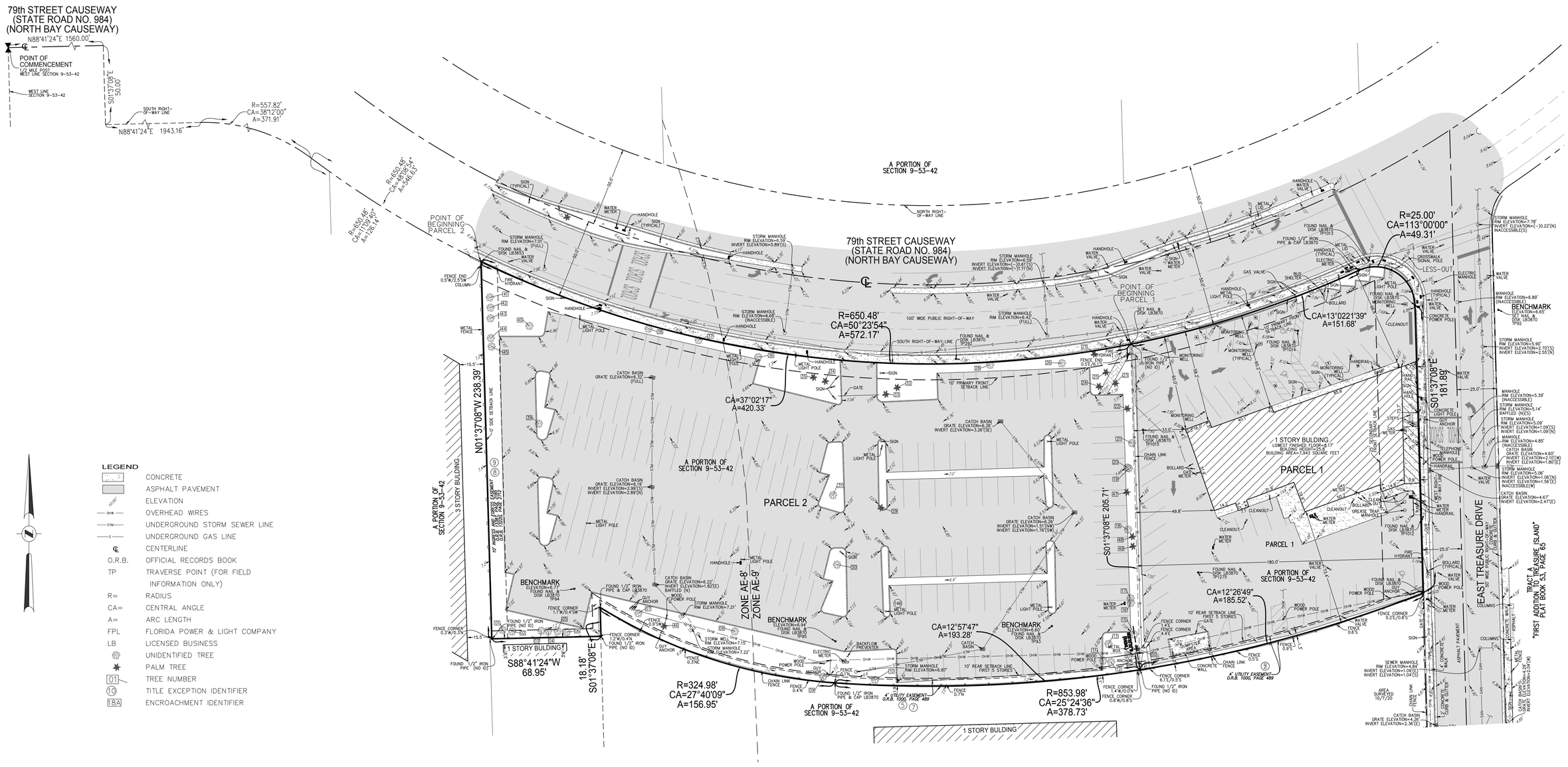
NO.	REVISIONS	BY
5		
4	#69962 UPDATE SURVEY–6/1/22	BB/JB
3	UPDATE TITLE COMMITMENT–4/27/21	L.H.
2	#67514–TREE SURVEY–08/27/20	L.H.
1	#66755–ORIGINAL SURVEY–01/14/20	L.S.

NORTH BAY VILLAGE SITE
1872 NE 79th STREET CAUSEWAY,
NORTH BAY VILLAGE, FLORIDA 33141
(CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY)

BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572–1777
FAX: (954) 572–1778
E–MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: L.S.	SCALE: 1" = 30'	CLIENT: SHOMA GROUP
CHECKED BY: J.F.P.	SURVEY DATE: 6/1/22	ORDER NO.: 69962



LEGEND

	CONCRETE
	ASPHALT PAVEMENT
10.00'	ELEVATION
OHW	OVERHEAD WIRES
STM	UNDERGROUND STORM SEWER LINE
G	UNDERGROUND GAS LINE
℄	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
TP	TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
R=	RADIUS
CA=	CENTRAL ANGLE
A=	ARC LENGTH
FPL	FLORIDA POWER & LIGHT COMPANY
LB	LICENSED BUSINESS
	UNIDENTIFIED TREE
	PALM TREE
01	TREE NUMBER
10	TITLE EXCEPTION IDENTIFIER
18A	ENCROACHMENT IDENTIFIER

0' 30' 60' 90'

GRAPHIC SCALE
1"=30'

COPYRIGHT 2022 BY PULICE LAND SURVEYORS, INC.
ALL RIGHTS RESERVED. NO PART OF THIS SURVEY MAY BE REPRODUCED, IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING FROM AN OFFICER OF PULICE LAND SURVEYORS, INC.

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

NORTH BAY VILLAGE SITE
1872 NE 79th STREET CAUSEWAY
NORTH BAY VILLAGE, FLORIDA 33141
(CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY)

BOUNDARY,TOPOGRAPHIC SURVEY
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DRAWN BY: L.S.	SCALE: 1" = 30	CLIENT: SHOMA GROUP
CHECKED BY: J.F.P.	SURVEY DATE: 6/1/22	ORDER NO.: 69962

RESOLUTION NO. 2021-46

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 5.8 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE, APPROVING A SITE PLAN, INCLUDING A SPECIAL AREA PLAN, BY SHOMA NORTH BAY VILLAGE, LLC, FOR THE ATKINSON TRUST, TO DEVELOP A MIXED-USE PROJECT THAT WILL INCLUDE 333 DWELLING UNITS, A 36,068 SQUARE FOOT GROCERY STORE, AND 6,315 SQUARE FEET OF RETAIL SPACE, ON THE PROPERTY LOCATED AT 1850-1875 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, FLORIDA, SUBJECT TO THE APPROVAL OF NBV100 COMPREHENSIVE PLAN AND ZONING MODIFICATIONS AND MODIFICATIONS OF A CERTAIN PARKING COVENANT AND STIPULATION AGREEMENT CORRESPONDING TO THE PROPERTY; APPROVING A MODIFICATION OF SAID PARKING COVENANT AND STIPULATION AGREEMENT, IN SUBSTANTIALLY THE FORM PROVIDED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Shoma North Bay Village, LLC., for the Atkinson Trust ("Shoma" or the "Applicant") has submitted an application to North Bay Village (the "Village"), pursuant to Section 5.8, and under the recently adopted Chapter 15, of the Village's Unified Land Development Code ("ULDC"), seeking approval of a site plan, including a special area plan, for a project on an approximately 2.8 acre site, located at 1850–1875 Kennedy Causeway, as legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the subject mixed-use development project shall consist of 333 residential units, a 36,068 square foot supermarket, 6,315 square feet of retail space, 666 parking spaces of structured parking, and other amenities (the "Project"); and

WHEREAS, the Site plan and Special Area Plan for the Project is attached hereto as Exhibit "B"; and

WHEREAS, the Project is to be constructed in the new T6-24 transect zone on the south side of Kennedy Causeway, which transect zone encourages mixed use developments up to 24 stories or 240-feet, with a base density of 70 units per acre and density bonuses approvable by the Commission, upon the allocation of non-subsidized workforce housing and payment of a community contribution fee assessed by the Village; and

WHEREAS, the purpose of a Special Area Plan ("SAP") is to encourage the assembly and master planning of parcels of two (2) or more abutting acres in size, in order to provide greater integration of improvements and infrastructure, to enable thoroughfare connectivity, to encourage a variety of building heights, massing and streetscape design, and to provide high quality design elements, to further the intent of the Village Code; and

WHEREAS, development incentives available in the South Kennedy Special Area Plan ("SK SAP") to individual properties are reviewed by the Planning and Zoning Board and Village Commission concurrently with the site plan approval process; and

WHEREAS, staff reviewed the Project and found its density and uses consistent with the recently adopted T6-24 transect zone and the Commercial Future Land Use category of the Comprehensive Plan, Future Land Use Element, and the Village's goal to revitalize its commercial sector and attract new mixed-use developments to its downtown and urban center areas, subject to the conditions herein; and

WHEREAS, staff further reviewed the Project under SAP regulations and found its elements and uses, subject to conditions, are compatible with surrounding intensities and densities of development; provide access to adequate light and air for surrounding

properties; provide commercial uses intended to serve the needs of the residents; and create a pedestrian-friendly experience at the ground level; and

WHEREAS, pursuant to Section 8.13 and Chapter 15 of the ULDC, staff and the Applicant have agreed on tentative terms of a development agreement, a draft of which is attached hereto as Exhibit "C", which memorializes density bonus requirements, the allocation of civic spaces, thoroughfares, and building area in the Project, and other requirements. .

WHEREAS, the Property is currently burdened by a certain covenant running with the land, dated August 18, 1995 and recorded in Book 16914, Page 870, of the Public Records of Miami-Dade County (the "Parking Covenant"), as modified, which required that certain parking be maintained on the Property to service the Grand View Palace Project located at 7601 East Treasure Drive ("GVP"); and

WHEREAS, the Parking Covenant was a result of a Stipulated Settlement Agreement, dated December 28, 1992, approved by the Village Commission via Resolution No. 92-39 (the "Stipulation"), which required GVP's approved development program to be serviced by 1,119 parking spaces, a portion of which would be satisfied on the Property; and

WHEREAS, the Applicant has caused to be conducted, and proffered to the Village, a parking analysis by David Plummer & Associates, dated March 4, 2021 (the "Parking Study"), showing that, using up-to-date parking standards, GVP has adequate parking on-site to meet GVP's demands, such that parking at the Property is no longer needed to serve GVP; and

WHEREAS, simultaneously with the application for site plan and SAP approval, the Applicant is requesting, subject to GVP's consent, the modification of the Stipulation to modify GVP's parking requirements to those provided on GVP's site and a release of the Parking Covenant on the Property; and

WHEREAS, staff has reviewed the Parking Study and concurs with its findings and conclusions that, applying the adopted standards of Chapter 15 of the ULDC, there exists an oversupply of parking at GVP, such that parking on the Property for GVP pursuant to the stipulation is no longer needed and eliminating the need for the Parking Covenant; and

WHEREAS, after a duly noticed public hearing held on December 1, 2020, the Planning and Zoning Board by a vote of 5-0 recommended approval of the Site Plan, subject to the conditions set forth and included below in Section 2; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on March 9, 2021 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 Comprehensive Plan and ULDC and 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 Chapter 15 of the ULDC, the site plan and special area plan for the Project to construct a mixed-use

development project shall consist of 333 residential units, a 36,068-square-foot supermarket, 6,315 square feet of retail space, 666 parking spaces of structured parking, and other amenities on the Property, as provided in Exhibit "C", which is incorporated herein and made a part hereof by this reference, is hereby approved, subject to the following conditions:

1. Construction of the proposed Project shall be in conformance with the following:
    a. Boundary Survey prepared by Pulice Land Surveyors, Inc., LLC, dated January 14, 2020; and
    b. Plans prepared by MSA Architects, David Plummer and Associates, and Witkin Hults Design Group, including the following pages:
        i. CS, dated October 30, 2020
        ii. A-2.1–A-2.10, dated April 29, 2020;
        iii. A-3.1–A-3.6, dated April 29, 2020;
        iv. L1–L5, dated August 10, 2020, as revised on October 29, 2020 and November 10, 2020;
        v. C1–SS, dated August 17, 2020;
        vi. C2–SS, dated August 17, 2020;
        vii. SP1, dated April 29, 2020.

2. Development Agreement: Pursuant to Section 8.13 of the ULDC, the Applicant shall record a Development Agreement, in substantially the form attached as Exhibit "C", which is incorporated herein and made a part hereof, memorializing the Special Area Plan approval conditions including, but not limited to, the allocation of civic spaces, thoroughfares and building area among the building sites; the assignment of at least five percent (5%) of the aggregated lot area as civic space; and the Applicant's responsibility for constructing all the required associated public improvements, as well as the density bonus and related requirements as approved herein.

3. Density Bonus: The Applicant shall set aside a minimum of five percent (5%) of the total 333 proposed units for non-subsidized workforce housing and pay the applicable Community Contribution Fee assessed by the Village per additional unit of density above the base density of 70 units per acre, in compliance with Subsection 15.2.H.1. of the ULDC. Rental rates for workforce housing units shall be calculated consistent with Section 15.2.1 of the ULDC based on the Village's prevailing formula at the time of rental.

4. Community Contribution Fee: The Applicant shall pay twenty-five percent (25%) of the total applicable Community Contribution Fee within 90 days of the approval date of the Site Plan by the Commission. The remaining seventy-five percent (75%) shall be payable prior to or upon the issuance of the building permit. All

Community Contribution Fees shall be nonrefundable. The Community Contribution Fee shall be reduced as set forth in Section 2 of Resolution No. 2021-010.

5. Workforce Housing: The Applicant shall submit documentation demonstrating compliance with the provisions of Section 15.2.1., Workforce Housing Program Administration, of the Form-Based Code (Chapter 15). This will become the basis for a Workforce Housing Density Bonus Agreement, which the Applicant will enter into with the Village, and which shall set forth the commitments and obligations of the Applicant to ensure compliance with the applicable regulations.

6. Parking: A total of 475 spaces are required for the various uses. The Applicant is proposing 666 parking spaces that include 10 electric vehicle ready spaces, 14 ADA spaces, and 25 bicycle rack parking spaces as set forth on sheet SP-1 of the Project Approval plans.

7. External Agency Approvals:

    a. The Applicant shall submit verification from Miami-Dade County and FDOT that the proposed new development has been reviewed and approved for all access management consideration.
    b. As applicable, the Applicant must receive, and submit to the Village, plan approvals from DERM, WASD, and the Miami-Dade County Fire Department, as well as a Tree Removal Permit.

8. The Applicant shall provide documentation of compliance with the applicable Level of Service (LOS) requirements.

9. This development approval shall be valid for two (2) years. No more than two (2) one-year renewals shall be granted, subject to approval by the Village Commission. To avoid expiration of the approved plans, the Applicant shall apply for and obtain a full building permit within the timeframes set forth herein.

10. 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.

11. The Applicant shall execute all documents deemed necessary by the Village with regard to the provision of Workforce Housing Units in a form to be established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for tenants of rental units.

12. Before the initial rental of any workforce unit, the Applicant shall record the required Workforce Housing Density Bonus Agreement in the chain of title for that unit, at no cost to the Village, and shall submit the recorded document to the Village.

13. In coordination with Miami-Dade County and North Bay Village, the Applicant shall conduct a pedestrian safety study after the project site is fully operational for at least six (6) months. This study will determine if a mid-block crosswalk is warranted on East Treasure Drive based on pedestrian and traffic volumes. Miami-Dade County has ultimate authority over the approval, installation and placement of a crosswalk. If it is determined that an additional, midblock crosswalk is not warranted, the Applicant will work with the County and the Village on improving the existing nearby crosswalks.

14. The Applicant shall provide a minimum six-foot wall on the southern edge of the Property abutting Treasure Island Elementary School ("TIES") in accordance with the Site Plan. In addition, the Applicant shall landscape the northern perimeter of TIES in a manner consistent with the landscape improvements being performed by the Village at TIES. The Applicant shall expand the western side of the northern sidewalk from 5 feet to a minimum of 8 feet-wide.

15. The Applicant has proffered, and the Village has accepted, a condition to limit loading hours such that deliveries are done outside of TIES arrival and dismissal hours and peak AM/PM traffic hours. In addition, the Applicant has proffered that a dockmaster shall be available to assist in parking/stationing of delivery vehicles.

16. The Applicant shall collaborate with the Village to define the civic space to provide for a greener, more pedestrian-activated area, with more significant public art. The Applicant shall, in coordination with the Village, select an artist to create public art displays to be located at the following three locations: 1) the northeastern plaza area of the Property, 2) the Florida Department of Transportation (FDOT) entry-median at the Village's eastern boundary on the 79th Street Causeway (the "Eastern Median"), and 3) the FDOT entry-median at the Village's western boundary on the 79th Street Causeway (the "Western Median"), (collectively, the three locations for public art installations shall be known as the "Public Art Locations"). The Applicant and the Village shall jointly agree on the public art to be installed at the Public Art Locations. The Applicant agrees to pay a minimum of $50,000 and up to $100,000 to the Village to be applied toward the actual costs for the commission of the public art for the Public Art Locations and the installation of the public art at the Eastern and Western Medians (the "Public Art Costs") as follows: i) On or before December 31, 2021, the Applicant shall pay $50,000 to the Village to be applied toward the Public Art Costs; ii) At or before the time of issuance of the final building permit, the Applicant shall pay up to an additional $50,000 to the Village for the Public Art Costs. The Applicant shall bear the costs of and be responsible for the installation of the art located on the northeastern plaza area of the Property.

17. The Applicant shall plant palms along the Kennedy Causeway frontage of the Property, of a species to be pre-approved by the Village consistent with landscaping installed or projected to be installed by the Village on Kennedy Causeway.

18. The Applicant shall replace the existing bus shelter which is located on the public right-of-way, adjacent to the northeastern corner of the Property. The Village shall pay for the design of the new bus shelter and provide the design specifications and plans to the Applicant, who will be responsible for paying up to $35,000 for the fabrication and installation of the new bus shelter. The Village will be responsible for overseeing the fabrication and installation of the new bus shelter.

19. The Applicant shall add a beautified, safe pedestrian crosswalk to the central driveway between the two buildings to increase connectivity.

20. The Applicant shall make reasonable good faith efforts and endeavor to qualify for additional green points on the retail and parking garage portions of the Project.

Pursuant to Section 8.13 and Chapter 15 of the ULDC, the related development agreement, provided in substantially the form provided in Exhibit "C", which is incorporated herein and made a part hereof by this reference, is hereby approved in accordance with the terms provided herein.

The Parking Covenant on the Property is hereby released, pursuant to the Release of Parking Covenant, in substantially the form attached as Exhibit "D", which is incorporated herein and made a part hereof. A modification of the Stipulation for GVP is hereby approved in accordance with the updated parameters and standards of the Parking Study, to be memorialized in a form deemed legally sufficient by the Village Attorney and executed by the Village Manager.

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 and Special Area Plan Requirements provided in Section 5.8 and Chapter 15 of the Village's ULDC. The requested site plan approval is not 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 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. Additionally, based on the Parking Study submitted by the Applicant, and accepted by staff, there is adequate evidence to support the release of the Parking Covenant.

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 Vice Mayor Wilmoth who moved its adoption. The motion was seconded by Commissioner Streitfeld and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	YES
Vice Mayor Marvin Wilmoth	YES
Commissioner Richard Chervony	NO
Commissioner Rachel Streitfeld	YES
Commissioner Julianna Strout	YES

PASSED AND ADOPTED on this 23rd day of March, 2021.

Brent Latham, Mayor

ATTEST:

Elora Riera, MMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

This Resolution has been filed
in the Office of the Village Clerk
this 15th day of December, 2021.

Elora Riera, MMC
Village Clerk

Exhibit "A"
LEGAL DESCRIPTION OF THE PROPERTY

Address: 1850-1875 79TH STREET CAUSEWAY, NORTH BAY VILLAGE
Folio Numbers: 23-3209-000-0250
23-3209-000-0251
23-3209-000-0253
23-3209-000-0260

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

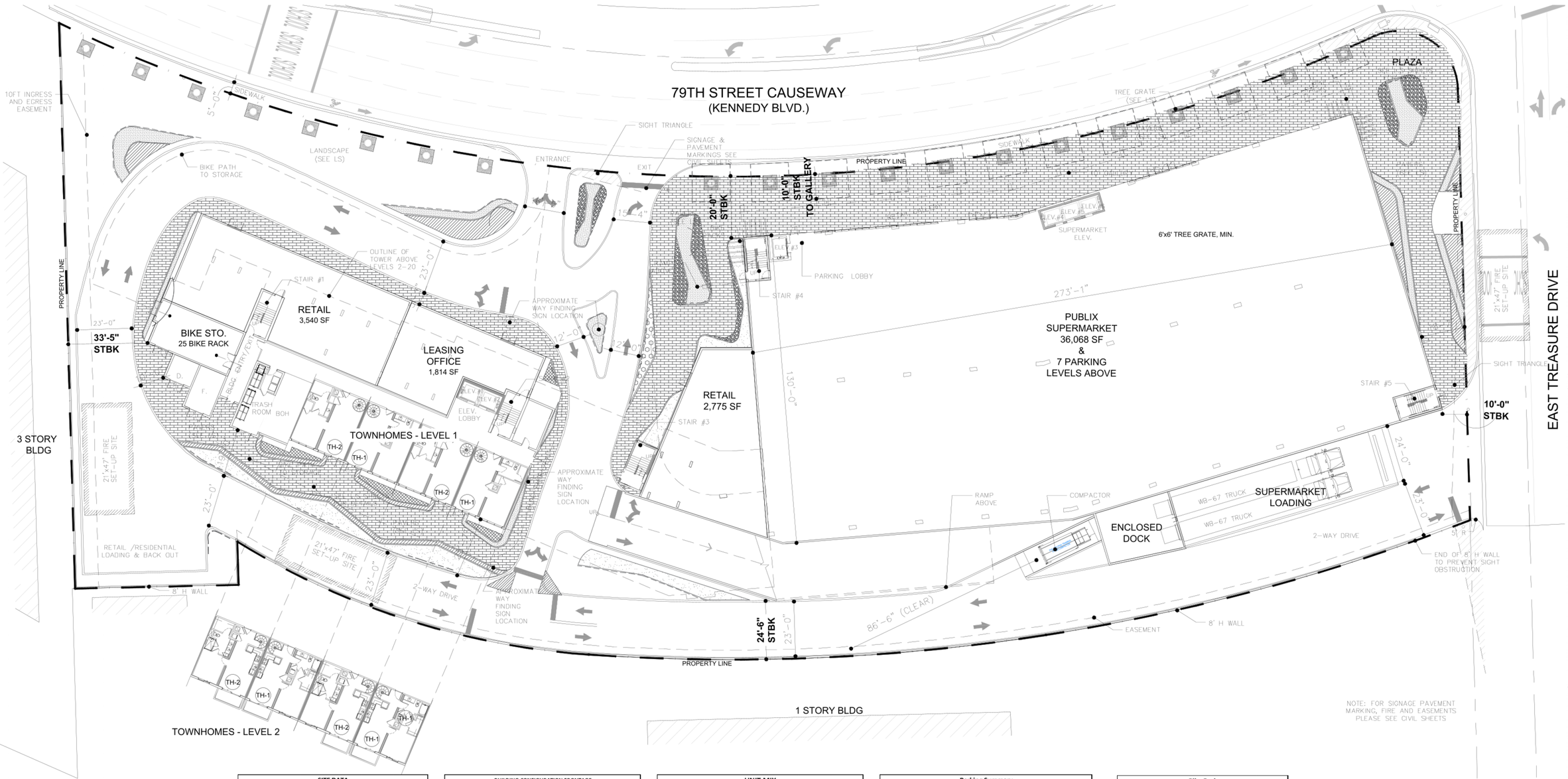
COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

Exhibit "B"
SITE PLAN AND SPECIAL AREA PLAN



SITE DATA			
Location:	North Bay Village, FL		
Zoning Designation:	T6-24		
Overlay District:	South Kennedy Overlay District		
Type of Use:	Mix Use Multi-Family Housing		
BUILDING DISPOSITION	**Required**	**Provided**	
A. Lot Area	10,000 sf min.	2.798 acres	121,914 sf
B. Lot Width	100' min	576'-7"	
C. Lot Coverage	90% max / 109,723 sf	52,083 sf	42.72%
D. Frontage @ Front Setback			
79th Street Causeway	A gallery or arcade is required for at least 80% of the frontage of a commercial portion of a building that is within 20 feet of the front property line.	92%	
E. Open Space	10% min / 12,191 sf (Per T6-24)	33,269 sf	27.29%
F. Density	120 du's/ac. = **335 units**	**333 units**	119 du's/ac
BUILDING SETBACK			
A. North Setback			
Kennedy Blvd.	20'-0" min.	20'-0"	
B. East Setback	10'-0" min.	10'-0"	
C. South Setback	20'-0" min.	24'-6"	
D. West Setback	20'-0" min.	33'-5"	

BUILDING CONFIGURATION FRONTAGE				
A. Common Lawn	Prohibited	-		
B. Porch & Fence	Prohibited	-		
C. Terrace	Prohibited	-		
D. Forecourt	Allowed	-		
E. Stoop	Allowed	-		
F. Shopfront	Allowed	Yes		
G. Gallery	Allowed	Yes		
H. Arcade	Prohibited	-		
BUILDING HEIGHT				
Min. Height	2 stories			
Max. Height	220'	19 stories	205'-7"	

UNIT MIX					
Unit Type	**Area**	**Total # of units**		**%**	**NRSF**
1 BD					
A	600 sf	19	196	59%	11,400 sf
A1	672 sf	19			12,768 sf
A2	700 sf	146			102,200 sf
A3	601 sf	6			3,606 sf
A4	781 sf	6			4,686 sf
MU	360 sf	38	38	11%	13,680 sf
2BD					
B1	1,036 sf	57	94	28%	59,052 sf
B2	1,406 sf	28			39,368 sf
B3	1,020 sf	9			9,180 sf
TOWNHOMES					
TH1	1,344 sf	2	5	2%	2,688 sf
TH2	1,400 sf	3			4,200 sf
Grand Total		333 units		100%	262,828 sf
				Avg. Unit	789 sf/du

Parking Summary			
Required			
Type of parking	**# of DU's or SF.**	**Code Required**	**Total**
Residential	333 units	1. spaces/unit	333 spaces
Visitor	333 units	0.1 spaces/unit	34 spaces
Sub-Total			**367 spaces**
Retail/Super-market	42,480 sf	3 sp/1,000 sf	128 spaces
Shared Parking reduction = 120 sp/1.2 = 100 *Per Shared Parking Standards Table*			**20 spaces**
			108 spaces
Grand Total Required			**475 spaces**
* HC Parking: (501-1000-2% total) = 13 spaces required			
*10 E.V.S.E - Ready Spaces included in total			
Provided			
Designation		**Levels**	**Total**
Publix		Level 2	88 sp
		Level 3	91 sp
Sub-Total			**179 sp**
Visitor / Retail Parking		Level 4	56 sp
Resi. Parking			15 sp
Sub-Total			**71 sp**
Resi. Parking		Level 5-7	309 sp
		Level 8	107 sp
Total			**666 sp**
			2. sp/unit
*10 E.V.S.E - Ready Spaces included in total			
*14 ADA Spaces included in total			

Bike Rack		
Required:	1 sp/ 20 required spaces	24
Providing:		25

SITE PLAN - LEVEL 1

5 TOWNHOMES
9 SPACES

NORTH

SCALE: 1" = 20'

EAST TREASURE DRIVE

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
NORTH BAY VILLAGE, FL

JOSE I. SAUMELL
AR0013085

BY

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 275-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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DRAWN	
DATE	04/29/2020
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	SITE PLAN
SHEET NUMBER:	SP-1

EXHIBIT "C"
DRAFT DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this_____ day of_____, 2021, by and between Shoma North Bay Village, LLC, a Florida limited liability company (the "Developer") and North Bay Village, Florida, a Florida municipal corporation (the "Village").

WITNESSETH:

WHEREAS, the Developer is the owner of 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 “Commercial” on the Village's Comprehensive Plan Future Land Use Map and zoned T6-24 transect zone pursuant to the Village’s Land Development Regulations (as herein defined); and

WHEREAS, the Developer and the Village mutually desire that the Property be developed according to the site plan previously approved by Resolution No. 2021-46 on March 23, 2021, which provides for a mixed-use development project named “SHOMA Bay” consisting of 333 residential units, a 36,068 square foot supermarket, 6,315 square feet of retail space, 666 structured parking spaces, and other amenities (the "Project"); and

WHEREAS, the Developer and the Village 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 and Chapter 15 of the Village’s Unified Land Development Code (the “ULDC”).

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Developer 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. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, F.S.

b. "Conceptual Site Plan" is that Development plan entitled “Shoma North Bay Village," prepared by MSA Architects, consisting of 31 sheets more fully described in Section 6 of this Agreement, as approved by the Village by Resolution No. 2021-46 on March 23, 2021, comprised of a scaled and dimensioned site plan (with landscaping), elevation, and typical floor plans.

c. "Developer" means the person undertaking the development of the Property,

as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. This term does not include the future fee simple homeowners of any individual lot or unit within the Development. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment. In any such assignment, the assignor Developer shall not be released from its obligations under this Agreement except by written release executed by the Village.

d. "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.

e. "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.

f. "Effective Date" is the latter of the date of execution of this Agreement by the Developer or the Village.

g. "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.

h. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.

i. "Land Development Regulations" means ordinances, rules, and policies in effect on the Effective 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.

j. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of Land.

k. "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.

l. "Project" means the development approved pursuant to the Project Approval.

m. "Project Approval" is defined in Section 5 of this Agreement.

n. "Property" is that certain 2.8-acre site, located at 1850–1872 Kennedy Causeway, as more particularly described in Exhibit "A" attached hereto.

o. "Public Facilities" means major capital improvements required to properly service the Project, including, but not limited to, sanitary sewer, drainage, and potable water.

p. "Utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, oil, water sewer service, telephone service, telegraph service, radio service, or telecommunication service.

3. Intent. It is the intent of the Developer and the Village that this Agreement should be construed and implemented so as to effectuate the requirements of Section 8.13 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 fifteen (15) years from the Effective Date (the "Term").

b. The expiration date of the Agreement shall be upon the expiration of the Term from the Effective Date (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 Developer to continue the development of the Project.

d. If the Project Approval (as defined below) expires as provided in Section 7.g of this Agreement, this Agreement shall automatically terminate.

5. Permitted Development Uses and Building Intensities.

a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the Village has approved a Site Plan and Special Area Plan pursuant to Resolution No. 2021-46 on March 23, 2021, a copy of which is attached as Exhibit “B” as the binding development criteria for the Property (collectively, 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.

a. The Project shall be in conformance with the following:

- Boundary Survey prepared by Pulice Land Surveyors, LLC, dated January 14, 2020; and

b. Plans prepared by MSA Architects, David Plummer and Associates, and Witkin Hults Design Group, including the following pages:

- CS, dated October 30, 2020
- A-2.1–A-2.10, dated April 29, 2020;
- A-3.1–A-3.6, dated April 29, 2020;
- L1–L5, dated August 10, 2020, as revised on October 29, 2020 and November 10, 2020;
- C1–SS, dated August 17, 2020;
- C2–SS, dated August 17, 2020;
- SP1, dated April 29, 2020.

7. Conditions of Approval.

a. Density Bonus. The Developer shall set aside a maximum of seventeen (17) units, which is five percent (5%) of the total 333 proposed units approved, or, if a lesser unit count is constructed than approved, five percent (5%) of that lesser amount, for non-subsidized workforce housing. Rental rates for workforce housing units shall be calculated consistent with Section 15.2.1 of the ULDC based on the Village's prevailing formula at the time of rental.

b. Community Contribution Fee. The Developer shall pay 25% of the total applicable Community Contribution Fee, if any, within 90 days of approval date of the Site Plan by the Commission. The remaining balance, if any, shall be payable prior to or upon the issuance of the building permit. All Community Contribution Fees are nonrefundable. The Community Contribution Fee shall be reduced as set forth in Section 2 of Resolution No. 2021-010.

c. Workforce Housing. The Developer shall submit documentation demonstrating compliance with the provisions of Section 15.2.1., Workforce Housing Program Administration, of the Form-Based Code (Chapter 15). This will become the basis for a Workforce Housing Density Bonus Agreement, which the Developer will enter into with the Village, which

shall set forth the commitments and obligations of the Developer to ensure compliance with the applicable regulations.

d. Parking. A total of 475 spaces are required for the various uses. The Project includes 666 parking spaces that include 10 electric vehicle ready spaces, 14 ADA spaces, and 25 bicycle rack parking spaces as set forth on sheet SP-1 of the Project Approval plans

e. External Agency Approvals:

- The Developer shall submit verification from Miami-Dade County and FDOT that the proposed new development has been reviewed and approved for all access management consideration.
- As applicable, the Developer must receive, and submit to the Village, plan approvals from DERM, WASD, and the Miami-Dade County Fire Department, as well as the Tree Removal Permit.

f. The Developer shall provide documentation of compliance with the applicable Level of Service requirements.

g. The Project Approval shall be valid for two (2) years. No more than two (2) one-year renewals shall be granted, subject to approval by the Village Commission. Developer shall apply for and obtain a full master building permit within the timeframes set forth in this paragraph in order to avoid expiration of the Project Approval. If the Project Approval expires, this Agreement shall automatically terminate.

h. The Developer 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 Developer.

i. The Developer shall execute all documents deemed necessary by the Village with regard to the provision of Workforce Housing Units in a form to be established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for tenants of rental units.

j. Before the initial rental of any workforce unit, the Developer shall record the required Workforce Housing Density Bonus Agreement in the chain of title for that unit, at no cost to the Village, and shall submit the recorded document to the Village.

k. In coordination with Miami-Dade County and North Bay Village, the Developer shall conduct a pedestrian safety study after the Project is fully operational for at least six (6) months. This study will determine if a midblock crosswalk is warranted on East Treasure Drive based on pedestrian and traffic volumes. Miami-Dade County has ultimate authority over the approval, installation, and placement of a crosswalk. If it is determined that an additional, midblock crosswalk is not warranted, the Developer will work with the County and the Village on improving the existing crosswalks.

l. The Developer shall provide a minimum six-foot wall on the southern edge

of the Property abutting Treasure Island Elementary School ("TIES") in accordance with the Site Plan. In addition, the Developer shall landscape the northern perimeter of TIES in a manner consistent with the landscape improvements being performed by the Village at TIES. The Developer shall expand the western side of the northern sidewalk from 5 feet to a minimum of 8 feet-wide.

m. The Developer has proffered, and the Village has accepted, a condition to limit loading hours such that deliveries are done outside of TIES arrival and dismissal hours and peak AM/PM traffic hours. In addition, the Developer has proffered that a dockmaster shall be available to assist in parking/stationing of delivery vehicles.

n. The Developer shall collaborate with the Village to define the civic space to provide for a greener, more pedestrian-activated area, with more significant public art. The Developer shall, in coordination with the Village, select an artist to create public art displays to be located at the following three locations: 1) the northeastern plaza area of the Property, 2) the Florida Department of Transportation (FDOT) entry-median at the Village's eastern boundary on the 79th Street Causeway (the "Eastern Median"), and 3) the FDOT entry-median at the Village's western boundary on the 79th Street Causeway (the "Western Median"), (collectively, the three locations for public art installations shall be known as the "Public Art Locations"). The Developer and the Village shall jointly agree on the public art to be installed at the Public Art Locations. The Developer agrees to pay a minimum of $50,000 and up to $100,000 to the Village to be applied toward the actual costs for the commission of the public art for the Public Art Locations and the installation of the public art at the Eastern and Western Medians (the "Public Art Costs") as follows: i) On or before December 31, 2021, the Developer shall pay $50,000 to the Village to be applied toward the Public Art Costs; ii) At or before the time of issuance of the final building permit, the Developer shall pay up to an additional $50,000 to the Village for the Public Art Costs. The Developer shall bear the costs of and be responsible for the installation of the art located on the northeastern plaza area of the Property.

o. The Developer shall plant palms along the Kennedy Causeway frontage of the Property, of a species to be pre-approved by the Village consistent with landscaping installed or projected to be installed by the Village on Kennedy Causeway.

p. The Developer shall replace the existing bus shelter which is located on the public right-of-way, adjacent to the northeastern corner of the Property. The Village shall pay for the design of the new bus shelter and provide the design specifications and plans to the Developer, who will be responsible for paying up to $35,000 for the fabrication and installation of the new bus shelter. The Village will be responsible for overseeing the fabrication and installation of the new bus shelter.

q. The Developer shall add a beautified, safe pedestrian crosswalk to the central driveway between the two buildings to increase connectivity.

r. The Developer shall make reasonable good faith efforts and endeavor to qualify for additional green points on the retail and parking garage portions of the Project.

Material non-compliance with the foregoing shall be cause for the Village's termination of this Agreement.

8. Local Development Permits. The Developer may need to apply to the Village for certain additional development permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan. Those development permits include, but are not limited to:

a. Subdivision plat and/or waiver of plat approvals, if applicable;

b. Water, sewer, paving and drainage, and other infrastructure permits;

c. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants;

d. Building permits;

e. Certificates of occupancy; and

f. Any other official action of the Village and/or Miami-Dade County, Florida, having the effect of permitting the development of the Property.

9. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer 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 Developer 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 Developer to develop the Property in a manner that is materially inconsistent with the Project Approval. Developer 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.

10. Impact Fees. The impact fees that are in effect as of the effective date of this Agreement and that would apply to the development of the Project are specifically provided in Exhibit "C." It is agreed and understood by the parties that no other impact fees other than those listed in Exhibit "C" will apply to the development of the Project. No new impact fees or increases to the fees in existence as of the Effective Date adopted by the Village shall be applied to the development of the Project during the Term. The Village and Developer 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 Developer of its right to pursue impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded.

11. Reservation of Development Rights. For the Term, the Village hereby agrees

that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights in effect upon the Effective Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits to the Village provided in Section 10 of this Agreement.

The expiration of this Agreement, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended, provided a master building permit has been timely obtained prior to the expiration of the Project Approval pursuant to Section 7.g of this Agreement and is maintained in active status until certificates of use and occupancy are issued by the Village. Notwithstanding the foregoing, the Parties acknowledge that the failure of the Developer to timely obtain a master building permit, pursuant to Section 7.g of this Agreement, may result in the expiration of the site plan and the forfeiture of certain fees paid in furtherance of the Project Approval. Such expiration, without extension, will result in the termination of this Agreement.

12. Termination. In each event of Developer's material noncompliance with any of the terms set forth herein, in the code, or in the conditions of 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 Developer shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Developer'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.

13. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer 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 Developer, upon execution of this Agreement.

14. Governing Laws.

a. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer 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 (2020) (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 Developer or Village.

15. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if 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

With a copy to: Village Attorney
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL

Haydee Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

If to Developer at: SHOMA North Bay Village, LLC
Attn: Mr. Masoud Shoajaee
201 Sevilla Avenue, Suite 300
Coral Gables, FL 33134

With a copy to: Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, FL 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. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

16. 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.

17. Entire Agreement. This Agreement, together with the documents referenced herein, 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.

18. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the Village after public hearing.

19. Enforcement. Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The provisions of this section shall survive the termination of this Agreement.

20. Cumulative Remedies. Nothing contained herein shall prevent the Developer or the Village from exercising any rights and remedies either party may have under law.

[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: _____

By: _____
Dr. Ralph Rosado, AICP
Village Manager
Dated this _____ day of _____, 2021.

_____
Witness #2 Print Name: _____

Attest:

By: _____
Elora Riera, 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____ day of_____, 2021, by _____, as_____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)

DEVELOPER:

In the presence of:

SHOMA NORTH BAY VILLAGE, LLC, a Florida Limited Liability Company:

_____

Witness #1 Print Name: _____

_____

Print Name: _____

Title: _____

Dated this _____ day of _____, 2021.

_____

Witness #2 Print Name: _____

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_____, 2021, by _____, as_____of Shoma North Bay Village, 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)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Address: 1850-1875 79TH STREET CAUSEWAY, NORTH BAY VILLAGE

Folio Numbers: 23-3209-000-0250
23-3209-000-0251
23-3209-000-0253
23-3209-000-0260

LEGAL DESCRIPTION:
A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"

RESOLUTION NO. 2021-46

EXHIBIT "C"

SHOMA NORTH BAY VILLAGE IMPACT FEES

IMPACT FEE CALCULATION - SHOMA NORTH BAY VILLAGE, LLC (1850-1875 79TH STREET CAUSEWAY)

Function	Per ERC[(1)] Fee	Residential units: 333	Retail Square Footage: 42,383	Office: 1,814 SF	Administrative Charge (%)	Administrative Charge ($)	Subtotal per Service ($)
Police - MF	$ 714.32	$ 237,869			7.50%	$ 17,840	$ 255,709
Police - Retail	$ 1,158.89		$ 49,117		7.50%	$ 3,684	$ 52,801
Police - Office	$ 464.56			$ 843	7.50%	$ 63.20	$ 906
Park Open Space Fee	$ 851.00	$ 283,383			7.50%	$ 21,254	$ 304,637
Park Improvement Fee	$ 1,041.00	$ 346,653			7.50%	$ 25,999	$ 372,652
Existing Wastewater Line Improvement *	$ 898.23	$ 598,221	$ 5,439		7.50%	$ 45,274	$ 648,934
Wastewater Line Replacement *	$ 1,295.53	$ 862,823	$ 7,844		7.50%	$ 65,300	$ 935,967
Water Impact Fee (by Meter Size) **		$ -			7.50%	$ -	$ -
Subtotals		**$ 2,328,949**	**$ 62,400**	**$ 843**		**$ 179,414**	
Total for Shoma Project^							**$ 2,571,605.60**

Based on North Bay Village Impact Fee Tables 2012-2036 (copy attached)

(1) Equivalent residential connection

* Apts equal 2 ERC's

** 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 Developer.

^Subject to addition of water impact fee once determined

Applicable Code Sections (in effect as of 9-23-21; copies attached)

Sec. 39.05 (Police)

Sec. 51.11 (Water)

Sec. 52.18 (Sewer)

Sec. 151.100 (Parks and Recreation)

North Bay Village Impact Fee Schedule, 2012-2036

Wastewater ERC Impact Fee for Improvements of Existing Line(s)				
Year	Impact Fee Per ERC	7.5% Admin Fee	Total	25% of Total*
2012	606.81	45.51	652.32	163.08
2013	631.08	47.33	678.41	169.60
2014	656.33	49.22	705.55	176.39
2015	682.58	51.19	733.77	183.44
2016	709.88	53.24	763.12	190.78
2017	738.28	55.37	793.65	198.41
2018	767.81	57.59	825.39	206.35
2019	798.52	59.89	858.41	214.60
2020	830.46	62.28	892.75	223.19
2021	863.68	64.78	928.46	232.11
2022	898.23	67.37	965.59	241.40
2023	934.16	70.06	1004.22	251.05
2024	971.52	72.86	1044.39	261.10
2025	1010.38	75.78	1086.16	271.54
2026	1050.80	78.81	1129.61	282.40
2027	1092.83	81.96	1174.79	293.70
2028	1136.54	85.24	1221.78	305.45
2029	1182.01	88.65	1270.66	317.66
2030	1229.29	92.20	1321.48	330.37
2031	1278.46	95.88	1374.34	343.59
2032	1329.60	99.72	1429.32	357.33
2033	1382.78	103.71	1486.49	371.62
2034	1438.09	107.86	1545.95	386.49
2035	1495.61	112.17	1607.79	401.95
2036	1555.44	116.66	1672.10	418.02
*25% due at time of plat approval				
Consult ERC Use Table to determine ultimate fees.				

Wastewater ERC Impact Fee for Replacement of Existing Line(s)				
Year	Impact Fee Per ERC	7.5% Admin Fee	Total	25% of Total*
2012	910.22	68.27	978.49	244.62
2013	946.63	71.00	1017.63	254.41
2014	984.49	73.84	1058.33	264.58
2015	1023.87	76.79	1100.66	275.17
2016	1064.83	79.86	1144.69	286.17
2017	1107.42	83.06	1190.48	297.62
2018	1151.72	86.38	1238.10	309.52
2019	1197.79	89.83	1287.62	321.91
2020	1245.70	93.43	1339.13	334.78
2021	1295.53	97.16	1392.69	348.17
2022	1347.35	101.05	1448.40	362.10
2023	1401.24	105.09	1506.34	376.58
2024	1457.29	109.30	1566.59	391.65
2025	1515.58	113.67	1629.25	407.31
2026	1576.21	118.22	1694.42	423.61
2027	1639.25	122.94	1762.20	440.55
2028	1704.82	127.86	1832.69	458.17
2029	1773.02	132.98	1905.99	476.50
2030	1843.94	138.30	1982.23	495.56
2031	1917.70	143.83	2061.52	515.38
2032	1994.40	149.58	2143.98	536.00
2033	2074.18	155.56	2229.74	557.44
2034	2157.15	161.79	2318.93	579.73
2035	2243.43	168.26	2411.69	602.92
2036	2333.17	174.99	2508.16	627.04
*25% due at time of plat approval				
Consult ERC Use Table to determine ultimate fees.				

Sewer Impact Fee Schedule of Equivalent Residential Connection Rates for Various Uses	
Type of Building Usage	Average Design Flow (in ERC's)
Apartments	2.00 ERC/unit
Assembly and banquet halls	1 ERC/4 seats
Bars and cocktail lounges	1 ERC/14 seats
Beauty shops	0.49 ERC/14 seats
Boats (live-aboard)	0.57 ERC/slip
Churches	1 ERC/117 seats
Coin Laundry	0.64 ERC/machine
Day school (student and staff)	1 ERC/35 persons
Duplex	5 ERC/unit
Gas station	1.29 ERC
Hotels and motels	2.00 ERC/room
Movie theaters and auditoriums	1 ERC/117 seats
Nursing homes	0.43 ERC/bed
Office building	1 ERC/3,500 square feet (1 ERC minimum)
Restaurants	1 ERC/7 seats
Fast food restaurants	1 ERC/10 seats
Take out restaurants	1 ERC/700 square feet (1 ERC minimum)
Single-family residence	2.50 ERC/unit
Shopping center	1 ERC/3,500 square feet
Stores (without kitchens)	1 ERC/7,000 square feet
Townhouses	2.49 ERC/unit

Warehouse	0.14 ERC + 1 ERC/35,000 square feet

Water - Impact Fees by Meter Size				
Meter Size (inches)	Water Impact Fee	7.5% Admin Fee	Total	25% of Total*
0.625	163.00	12.23	175.23	43.81
0.75	242.00	18.15	260.15	65.04
1	405.00	30.38	435.38	108.84
1.5	814.00	61.05	875.05	218.76
2	1302.00	97.65	1399.65	349.91
3	2604.00	195.30	2799.30	699.83
4	4069.00	305.18	4374.18	1093.54
6	8138.00	610.35	8748.35	2187.09
8	13020.00	976.50	13996.50	3499.13
*25% due at time of plat approval				

Parks and Recreation - Impact Fees						
District	Detached Single Family		Attached Single Family		Multi-Family & Hotel	
Fee Type	Park Open Space Fee	Park Improvement Per Unit Fee	Park Open Space Per Unit Fee	Park Improvement Per Unit Fee	Park Open Space Per Unit Fee	Park Improvement Per Unit Fee
Impact Fee	851.00	1041.00	721.00	903.00	851.00	1041.00
7.5% Admin Fee	63.83	78.08	54.08	67.73	63.83	78.08
Total	914.83	1119.08	775.08	970.73	914.83	1119.08

Police - Detached Single-Family Per Unit Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	570.00	42.75	612.75	153.19
2009	592.80	44.46	637.26	159.32
2010	616.51	46.24	662.75	165.69
2011	641.17	48.09	689.26	172.32
2012	666.82	50.01	716.83	179.21
2013	693.49	52.01	745.50	186.38
2014	721.23	54.09	775.32	193.83
2015	750.08	56.26	806.34	201.58
2016	780.08	58.51	838.59	209.65
2017	811.29	60.85	872.13	218.03
2018	843.74	63.28	907.02	226.75
2019	877.49	65.81	943.30	235.83
2020	912.59	68.44	981.03	245.26
2021	949.09	71.18	1020.27	255.07
2022	987.06	74.03	1061.08	265.27
2023	1026.54	76.99	1103.53	275.88
2024	1067.60	80.07	1147.67	286.92
2025	1110.30	83.27	1193.58	298.39
2026	1154.72	86.60	1241.32	310.33
2027	1200.90	90.07	1290.97	322.74
2028	1248.94	93.67	1342.61	335.65
2029	1298.90	97.42	1396.32	349.08
2030	1350.85	101.31	1452.17	363.04
*25% due at time of plat approval				

Police - Multi-Family Per Unit Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	429.00	32.18	461.18	115.29
2009	446.16	33.46	479.62	119.91
2010	464.01	34.80	498.81	124.70
2011	482.57	36.19	518.76	129.69
2012	501.87	37.64	539.51	134.88
2013	521.94	39.15	561.09	140.27
2014	542.82	40.71	583.53	145.88
2015	564.53	42.34	606.87	151.72
2016	587.12	44.03	631.15	157.79
2017	610.60	45.80	656.40	164.10
2018	635.02	47.63	682.65	170.66
2019	660.43	49.53	709.96	177.49
2020	686.84	51.51	738.36	184.59
2021	714.32	53.57	767.89	191.97
2022	742.89	55.72	798.61	199.65
2023	772.60	57.95	830.55	207.64
2024	803.51	60.26	863.77	215.94
2025	835.65	62.67	898.32	224.58
2026	869.08	65.18	934.26	233.56
2027	903.84	67.79	971.63	242.91
2028	939.99	70.50	1010.49	252.62
2029	977.59	73.32	1050.91	262.73
2030	1016.70	76.25	1092.95	273.24
*25% due at time of plat approval				

Police - Hotel/Motel Per Unit Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	286.00	21.45	307.45	76.86
2009	297.44	22.31	319.75	79.94
2010	309.34	23.20	332.54	83.13
2011	321.71	24.13	345.84	86.46
2012	334.58	25.09	359.67	89.92
2013	347.96	26.10	374.06	93.51
2014	361.88	27.14	389.02	97.26
2015	376.36	28.23	404.58	101.15
2016	391.41	29.36	420.77	105.19
2017	407.07	30.53	437.60	109.40
2018	423.35	31.75	455.10	113.78
2019	440.28	33.02	473.31	118.33
2020	457.90	34.34	492.24	123.06
2021	476.21	35.72	511.93	127.98
2022	495.26	37.14	532.40	133.10
2023	515.07	38.63	553.70	138.43
2024	535.67	40.18	575.85	143.96
2025	557.10	41.78	598.88	149.72
2026	579.38	43.45	622.84	155.71
2027	602.56	45.19	647.75	161.94
2028	626.66	47.00	673.66	168.42
2029	651.73	48.88	700.61	175.15
2030	677.80	50.83	728.63	182.16
*25% due at time of plat approval				

Police - Retail/Commercial Per 1,000 Sq Ft Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	696.00	52.20	748.20	800.40
2009	723.84	54.29	778.13	832.42
2010	752.79	56.46	809.25	865.71
2011	782.91	58.72	841.62	900.34
2012	814.22	61.07	875.29	936.35
2013	846.79	63.51	910.30	973.81
2014	880.66	66.05	946.71	1012.76
2015	915.89	68.69	984.58	1053.27
2016	952.52	71.44	1023.96	1095.40
2017	990.63	74.30	1064.92	1139.22
2018	1030.25	77.27	1107.52	1184.79
2019	1071.46	80.36	1151.82	1232.18
2020	1114.32	83.57	1197.89	1281.47
2021	1158.89	86.92	1245.81	1332.72
2022	1205.25	90.39	1295.64	1386.03
2023	1253.46	94.01	1347.47	1441.48
2024	1303.59	97.77	1401.36	1499.13
2025	1355.74	101.68	1457.42	1559.10
2026	1409.97	105.75	1515.72	1621.46
2027	1466.37	109.98	1576.34	1686.32
2028	1525.02	114.38	1639.40	1753.77
2029	1586.02	118.95	1704.97	1823.93
2030	1649.46	123.71	1773.17	1896.88
*25% due at time of plat approval				

Police - Office/Institutional Per 1,000 Sq Ft Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	279.00	20.93	299.93	74.98
2009	290.16	21.76	311.92	77.98
2010	301.77	22.63	324.40	81.10
2011	313.84	23.54	337.37	84.34
2012	326.39	24.48	350.87	87.72
2013	339.45	25.46	364.90	91.23
2014	353.02	26.48	379.50	94.88
2015	367.14	27.54	394.68	98.67
2016	381.83	28.64	410.47	102.62
2017	397.10	29.78	426.89	106.72
2018	412.99	30.97	443.96	110.99
2019	429.51	32.21	461.72	115.43
2020	446.69	33.50	480.19	120.05
2021	464.56	34.84	499.40	124.85
2022	483.14	36.24	519.37	129.84
2023	502.46	37.68	540.15	135.04
2024	522.56	39.19	561.75	140.44
2025	543.46	40.76	584.22	146.06
2026	565.20	42.39	607.59	151.90
2027	587.81	44.09	631.90	157.97
2028	611.32	45.85	657.17	164.29
2029	635.78	47.68	683.46	170.86
2030	661.21	49.59	710.80	177.70
*25% due at time of plat approval				

Police - Industrial Per 1,000 Sq Ft Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	167.00	12.53	179.53	44.88
2009	173.68	13.03	186.71	46.68
2010	180.63	13.55	194.17	48.54
2011	187.85	14.09	201.94	50.49
2012	195.37	14.65	210.02	52.50
2013	203.18	15.24	218.42	54.60
2014	211.31	15.85	227.16	56.79
2015	219.76	16.48	236.24	59.06
2016	228.55	17.14	245.69	61.42
2017	237.69	17.83	255.52	63.88
2018	247.20	18.54	265.74	66.44
2019	257.09	19.28	276.37	69.09
2020	267.37	20.05	287.43	71.86
2021	278.07	20.86	298.92	74.73
2022	289.19	21.69	310.88	77.72
2023	300.76	22.56	323.31	80.83
2024	312.79	23.46	336.25	84.06
2025	325.30	24.40	349.70	87.42
2026	338.31	25.37	363.68	90.92
2027	351.84	26.39	378.23	94.56
2028	365.92	27.44	393.36	98.34
2029	380.55	28.54	409.10	102.27
2030	395.78	29.68	425.46	106.36
*25% due at time of plat approval				

Police - Warehouse Per 1,000 Sq Ft Use Impact Fee				
Year	Impact Fee	7.5% Admin Fee	Total	25% of Total*
2008	105.00	7.88	112.88	28.22
2009	109.20	8.19	117.39	29.35
2010	113.57	8.52	122.09	30.52
2011	118.11	8.86	126.97	31.74
2012	122.84	9.21	132.05	33.01
2013	127.75	9.58	137.33	34.33
2014	132.86	9.96	142.82	35.71
2015	138.17	10.36	148.54	37.13
2016	143.70	10.78	154.48	38.62
2017	149.45	11.21	160.66	40.16
2018	155.43	11.66	167.08	41.77
2019	161.64	12.12	173.77	43.44
2020	168.11	12.61	180.72	45.18
2021	174.83	13.11	187.95	46.99
2022	181.83	13.64	195.46	48.87
2023	189.10	14.18	203.28	50.82
2024	196.66	14.75	211.41	52.85
2025	204.53	15.34	219.87	54.97
2026	212.71	15.95	228.66	57.17
2027	221.22	16.59	237.81	59.45
2028	230.07	17.26	247.32	61.83
2029	239.27	17.95	257.22	64.30
2030	248.84	18.66	267.50	66.88
*25% due at time of plat approval				

§ 39.05 Police impact fee imposition.

(A) The purpose of this section is to ensure that all new development bears its proportionate share of the infrastructure costs they impose on the community. The Village Commission declares that the goal of this section is the establishment of a uniform and consistent method of determining and allocating the cost for police facilities and equipment.

(B) Except as provided herein, any application for a building permit for development activity within an area served by the Village shall be subject to the imposition of a police impact fee in the manner and amount set forth in this article. No building permit shall be issued by the Village unless and until the owner/applicant has paid such impact fee.

(C) When a final subdivision plan is a condition of development, a portion of the impact fee, as provided herein, shall be imposed prior to the Village's approval of the final subdivision plat. At the time the Village Commission approves a plat, the owner/applicant shall pay to the Village 25 percent of the estimated police impact fees due to the Village. This amount shall be due 30 days after the Village Commission plat approval and shall be applied as a credit against the total amount of the impact fees due upon application for a building permit. The remaining fees shall be payable at the time each building permit is issued. No building permit shall be issued by the Village unless and until the owner/applicant has paid such impact fee.

Police impact fee formula. The police impact fee schedule shall be as follows:

Type of Building Usage	Impact Fee
Single-Family Detached	$570.00 per unit
Multi-Family	$429.00 per unit
Hotel/Motel	$286.00 per unit
Retail/Commercial	$696.00 per 1,000 sq. ft.
Office/Institutional	$279.00 per 1,000 sq. ft.
Industrial	$167.00 per 1,000 sq. ft.
Warehouse	$105.00 per 1,000 sq. ft.

(D) Adjustment formula and escalation provisions. The Village shall automatically adjust the charges set forth herein annually, effective January 1, 2009. Automatic escalations shall be four percent per year to cover the annual interest rate and increased operations and maintenance requirements.

(E) Collection of fees. Except as provided in subsection (B), the fee shall be paid to the Building Department prior to the issuance of a building permit for each unit. All monies shall be deposited in the Village's Police Improvement Trust Fund and used solely for the purposes specified herein.

(F) Exemptions. The following exemptions from the required fees shall be permitted:

(1) Alterations of an existing building, which will not result in an increase in the number of residential units.

(2) The replacement of a building or structure, which exists at the time of passage of this section, with a new building or structure with the same number of units.

Any claim of exemption must be made no later than the time that the applicable impact fee is due. Any claim not so made shall be deemed waived.

(3) Except as provided in subsection (C), credit against impact fees otherwise due will not be provided until the construction is completed and accepted by the Village in accordance with Village Standards.

Any claim for credit must be made no later than the time that the applicable impact fee is due (at the time of issuance of a building permit or development order). Any claim not so made shall be deemed waived. Credits shall not be transferable from one project or development to another. Credits shall not be transferable from one component of the police impact fee to another component of the impact fee.

Determinations made by the Village Manager or his designee pursuant to the credit provisions of this section may be appealed to the Village Commission by filing a written request with the Village Manager within ten days of the Village Manager's determination.

(G) Refunds. Any funds not expended or encumbered by the calendar quarter immediately following ten years from the date the impact fee was paid, may, upon application of the then current owner, be refunded to such owner, provided that the owner submits an application for a refund to the Village 60 days from the expiration of the ten-year period.

(H) In addition to the police impact fees as set forth above, each fee payer shall pay to the Village a non-refundable general administrative charge in the amount of seven and one-half percent of the fees for the processing of all materials relating to improvements to police facilities and equipment.

(I) Transition. Any building under construction at the time of the adoption of the revisions to this ordinance, which has not paid impact fees as provided in this revised ordinance shall pay the difference between the amount already paid and the amount which would be due under this revised ordinance prior to the issuance of a final Certificate of Occupancy.

(Ord. No. 2015-008, § 2, 5-15-15)

§ 51.11 Water impact fee imposition.

(A) The purpose of this section is to ensure that all new development bears its proportionate share of the cost of the impacts and demands of new residential development, and to require future residential growth contribute its fair share to the cost of additions and improvements to the Village's water system in amounts reasonably anticipated to offset the impacts and demands generated by such growth.

(B) Except as provided otherwise herein, any application for a building permit for development activity within an area served by the Village shall be subject to the imposition of a water impact fee in the manner and amount set forth in this article. No building permit shall be issued by the Village unless and until the owner/applicant has paid such impact fee.

(C) When a final subdivision plan is a condition of development, a portion of the impact fee, as provided herein, shall be imposed prior to the Village's approval of the final subdivision plat. At the time the Village Commission approves a plat, the owner/applicant shall pay to the Village 25 percent of the estimated water impact fees due to the Village. This amount shall be due 30 days after the Village Commission plat approval and shall be applied as a credit against the total amount of the impact fees due upon application for a building permit. The remaining fees shall be payable at the time each building permit is issued. No building permit shall be issued by the Village unless and until the owner/applicant has paid such impact fee.

(D) A one-time water impact fee shall be imposed upon all new connections to the water utility system. Such water impact fee shall be based on the size of the water meter serving such premises as set forth in the following table:

Meter Size (Inches)	Water Impact Fee
⅝	$163.00
¾	242.00
1	405.00
1-½	814.00
2	1,302.00
3	2,604.00
4	4,069.00
6	8,138.00
8	13,020.00

(E) Collection of fees. Except as provided in subsection (C), the water impact fee shall be due and payable prior to the issuance of a building permit by the Village authorizing the initiation of construction for such development in the manner and amount set forth in this ordinance. The fee shall be paid to the Building Department, and all monies shall be deposited in the Village's Water Improvement Trust Fund and used solely for the purposes specified herein.

(F) Exemptions. The following exemptions from the required fees shall be permitted:

(1) Alterations of an existing building, which will not result in new connection to the Village's water utility system.

(2) The replacement of a building or structure, which exists at the time of passage of this section, with a new building or structure of the same size, which will not require new connection to the Village's water utility system.

Any claim of exemption must be made no later than the time that the applicable impact fee is due. Any claim not so made shall be deemed waived.

(G) Refunds. Any funds not expended or encumbered by the calendar quarter immediately following ten years from the date the impact fee was paid, may, upon application of the then current owner, be refunded to such owner, provided that the owner submits an application for a refund to the Village 60 days from the expiration of the ten-year period.

(H) In addition to the water impact fees as set forth above, each fee payer shall pay to the Village a non-refundable general administrative charge in the amount of seven and one-half percent of the fees for the processing of all materials relating to improvements to the water system.

(I) Transition. Any building under construction at the time of the adoption of the revisions to this ordinance, which has not paid impact fees as provided in this revised ordinance shall pay the difference between the amount already paid and the amount which would be due under this revised ordinance prior to the issuance of a final Certificate of Occupancy.

(Ord. No. 2006-13, § 1, 8-17-06)

§ 52.18 Sewer impact fee imposition.

(A) The purpose of this section is to ensure that all new development bears its proportionate share of the cost of upgrading existing sewer facilities. The Village Commission declares that the goal of this section is the establishment of a uniform and consistent method of determining and allocating the cost of upgrading existing sewer facilities.

(B) Except as provided herein, any application for a building permit for development activity within an area served by the Village shall be subject to the imposition of a sewer impact fee in the manner and amount set forth in this article. No building permit shall be issued by the Village unless and until the owner/applicant has paid such impact fee.

(C) When a final subdivision plan is a condition of development, a portion of the impact fee, as provided herein, shall be imposed prior to the Village's approval of the final subdivision plat. At the time the Village Commission approves a plat, the owner/applicant shall pay to the Village 25 percent of the estimated sewer impact fees due to the Village required for the total number of ERCs (equivalent residential connections) allocated to the plat. This amount shall be due 30 days after the Village Commission plat approval and shall be applied as a credit against the total amount of the impact fees due upon application for a building permit. The remaining fees shall be payable at the time each building permit is issued. No building permit shall be issued by the Village unless and until the owner/applicant has paid such impact fee.

(D) Equivalent residential connection. As a basis of providing a uniform and consistent method of distributing costs to developers within the service area, the Village hereby establishes equivalent residential connections, hereinafter referred to as an ERC as the appropriate common denominator, as follows:

(1) The generation of an average daily flow of 350 gallons of wastewater flow per day constitutes one wastewater ERC.

(2) For residential and nonresidential uses, ERCs shall be defined according to building usage as follows:

Schedule of Daily Rated Gallonage for Various Uses

Type of Building Usage	Average Design Flow (in ERCs)
Apartments	2.00 ERC/unit
Assembly and banquet halls	1 ERC/4 seats
Bars and cocktail lounges	1 ERC/14 seats
Beauty shops	0.49 ERC/14 seats
Boats (live-aboard)	0.57 ERC/slip
Churches	1 ERC/117 seats
Coin Laundry	0.64 ERC/machine
Day school (student and staff)	1 ERC/35 persons
Duplex	5 ERC/unit
Gas station	1.29 ERC
Hotels and motels	2.00 ERC/room
Movie theaters and auditoriums	1 ERC/117 seats
Nursing homes	0.43 ERC/bed
Office building	1 ERC/3,500 square feet (1 ERC minimum)
Restaurants	1 ERC/7 seats
Fast food restaurants	1 ERC/10 seats
Take out restaurants	1 ERC/700 square feet (1 ERC minimum)
Single-family residence	2.50 ERC/unit
Shopping center	1 ERC/3,500 square feet

Stores (without kitchens)	1 ERC/7,000 square feet
Townhouses	2.49 ERC/unit
Warehouse	0.14 ERC + 1 ERC/35,000 square feet

Note: Condominiums shall be rated in accordance with their type (apartment, townhouse, etc.)

(E) The ERCs shall be determined by Village staff in the platting process, or prior to the issuance of a building permit, if platting is not required or a plat has already been recorded for developer's property, and shall be used to establish the sewer impact fee as [set] forth herein.

(F) Sewer impact fee formula. The sewer impact fee schedule shall be as follows: Wastewater collection system hydraulic share of off-site facilities: $606.81 per ERC to be allocated to improvements to the existing wastewater line and $910.22 to replacement of the existing wastewater line with a new line.

Editor's note(s)—The above rates are effective for FY 2012-2013, and were amended at the request of the Village.

(G) Adjustment formula and escalation provisions. The Village shall automatically adjust the charges set forth herein annually, effective January 1, 2007. Automatic escalations shall be four percent per year to cover the annual interest rate and increased operations and maintenance requirements.

(H) Collection of fees. Except as provided in subsection (B), the fee shall be paid to the Building Department prior to the issuance of a building permit for each unit. All monies shall be deposited in the Village's Sewer Improvement Trust Fund and used solely for the purposes specified herein.

(I) Exemptions. The following exemptions from the required fees shall be permitted:

(1) Alterations of an existing building which will not result in an increase in the ERC assessment, and where the use is not changed.

(2) The replacement of a building or structure, which exists at the time of passage of this section, with a new building or structure of the same size and which will not result in an increase in the ERC assessment, and where the use is not changed.

Any claim of exemption must be made no later than the time that the applicable impact fee is due. Any claim not so made shall be deemed waived.

(J) Credits. Off-site sewer capital improvements constructed by a developer may be accepted by the Village at its sole discretion in lieu of total or partial payment of the impact fees attributed to sewer off-site facilities in accordance with the state. The Village recognizes instances in which a developer may be required to advance or cause to be constructed the share applicable to other undeveloped property in order that off-site facilities may be constructed to serve the developer's property in accordance with the Village's Master Plan. If the Village Manager determines a credit to be appropriate it shall be determined and provided in the following manner:

(1) Developers of sewer facilities improvements shall submit acceptable engineering drawings and specifications, and construction cost estimates to the Public Works/Utilities Director. The Public Works/Utilities Director and/or the Village Consulting Engineer, shall determine preliminary credit for construction. Upon completion of construction, the applicant's engineer shall submit a certification of the actual off-site facilities costs to the Village. In no event shall the Village grant a credit in an amount greater than the total construction costs of such off-site improvements. Based on the approved, certified construction costs, the Village shall then provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the sewer facilities impact fee component(s) to which the credit will apply, the reason for the credit, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his agreement to the terms of the letter or

certificate and return such signed document to the Village Manager before credit will be given. The failure of the applicant to sign, date and return such document within 60 days shall nullify the credit. The credit shall apply to future sewer impact fees based on the fee structure in place at the time a building permit is issued for each unit that is subject to a credit.

(2) Except as provided in subsection (C), credit against impact fees otherwise due will not be provided until the construction is completed and accepted by the Village in accordance with Village Standards.

(3) Credit may be provided before completion of specified sewer facilities improvements if adequate assurances are given by the applicant that the standards set out in subsection (1) will be met and if the applicant posts security as provided below for the costs of such construction. Security in the form of cash (25 percent minimum), a performance bond or irrevocable letter of credit shall be posted with and approved by the Village Manager in an amount determined by the Public Works/Utilities Director. If the sewer facilities construction project will not be constructed within one year of the acceptance of the offer by the Village, the amount of the security shall be increased by ten percent compounded for each year of the life of the security. The water and sewer facilities construction project shall be completed within five years of the date of the credit offer or the offer shall be null and void.

Any claim for credit must be made no later than the time that the applicable impact fee is due (at the time of issuance of a building permit or development order). Any claim not so made shall be deemed waived. Credits shall not be transferable from one project or development to another. Credits shall not be transferable from one component of the water and sewer facilities impact fee to another component of the impact fee.

Determinations made by the Village Manager or his designee pursuant to the credit provisions of this section may be appealed to the Village Commission by filing a written request with the Village Manager within ten days of the Village Manager's determination.

(K) Refunds. Any funds not expended or encumbered by the calendar quarter immediately following ten years from the date the impact fee was paid, may, upon application of the then current owner, be refunded to such owner, provided that the owner submits an application for a refund to the Village 60 days from the expiration of the ten-year period.

(L) In addition to the sewer impact fees as set forth above, each fee payer shall pay to the Village a non-refundable general administrative charge in the amount of seven and one-half percent of the fees for the processing of all materials relating to improvements to the sewer system.

(M) Transition. Any building under construction at the time of the adoption of the revisions to this ordinance, which has not paid impact fees as provided in this revised ordinance shall pay the difference between the amount already paid and the amount which would be due under this revised ordinance prior to the issuance of a final Certificate of Occupancy.

(Ord. No. 96-03, § 1, 3-26-96; Ord. No. 2006-12, § 1, 8-17-06)

§ 151.100 Parks and recreation impact fees.

(A) *Definitions.* In construing the provisions hereof and each and every word, term, phrase or part hereof where the context will permit, the following definitions will apply:

Applicant means any person who applies for a building permit or submits a plat or waiver of plat.

Building means any structure having a roof entirely separated from any other structure by a space or by wall in which there are not communicating doors or windows or any similar opening and erected for the purpose of providing support or shelter for persons, animals, things or property of any kind.

Building permit means an official document or certificate issued by the Village Building Department authorizing the construction, siting, or change of use of any building. For purposes of this ordinance, the term "building permit" shall also include tie-down permits for those structures of [or] buildings, such as mobile homes, that do not require a building permit in order to be occupied.

Capital Outlay Impact Fund shall mean the fund created by Section (G) hereof.

Comprehensive Development Master Plan (CDMP) means the comprehensive plan of Dade County adopted and amended pursuant to the Local Government Comprehensive Planning and Land Development Regulations Act, F.S. § 163.316.

Credit means the present value of past provisions made by new developments for the cost of existing or future capital improvements.

Development activity, development or activity means any activity for which a building permit is required pursuant to the South Florida Building Code or any applicable Village Ordinance.

Encumbered means monies committed by contract or purchase order in a manner that obligate North Bay Village to expend the funded amount upon delivery of goods, the rendering of services or the conveyance of real property provided by a vendor, supplier, contractor or owner.

Existing development means the lawful land use physically existing as of the effective date of this ordinance and any development or additional development for which the landowner holds a valid building permit as of the effective date of this ordinance. Existing development shall also include that maximum level of development activity for which a previous impact fee was paid under the provisions of this ordinance.

Feepayer means the proportionate fair share charge required to be paid in accordance with this ordinance.

Improvement means any physical improvement related to property, construction costs or facility, or acquisition of capital equipment with respect to the impact of development.

Person, for the purpose of this ordinance, means individuals, partnerships, trust, corporations, and all other legal entities authorized by the law of Florida to own and develop real property.

Unit or unit of development means a residential structure which is a quantifiable increment of development activity, e.g., a single-family home, or a residential module, e.g., each condominium or hotel apartment unit within a complex or building.

Village Manager shall mean the Village Manager of North Bay Village, Florida.

(B) *Impact fees in general.*

(1) Any application for building permit for residential development activity with the corporate limits of North Bay Village shall be subject to the assessment of a parks and recreation impact fee in the manner and amount set forth in this ordinance. No such building permit shall be issued by the Village until the applicant has paid the assessed impact fee as calculated pursuant to this ordinance.

(2) Notwithstanding payment of the impact fees pursuant to this ordinance, other state, county and Village development regulations may limit the issuance of building permits for development activity.

(3) Under circumstances where the park and recreational facility may be constructed upon and physically located upon the land to be developed, the Village Commission in its sole and exclusive discretion may require such construction as an alternative to payment of all or such portions of the impact fee as is required to pay for such construction. Any assessed impact fee in excess of cost of construction shall continue to be due and payable in accordance with this chapter.

(4) In the event impact fees are paid prior to, or, concurrently with, the issuance of a building permit and subsequently, the building permit is amended, the applicant shall pay the impact fee in effect at the time the amended building permit is issued with credit being given for the previous fees paid.

(5) In the case of change of use, redevelopment, or expansion or modifications of an existing use on a site which requires the issuance of a building permit, the development activity shall be based upon the net increase in the development activity for the new use as compared to the most intense previous use.

(6) If a building permit expires or is canceled without development commencing, then the impact feepayer shall be entitled to a refund, without interest, of the impact fee paid except that the Village shall retain an administrative charge of seven and one-half percent of the fee to offset a portion of the costs of collection and refund. The feepayer shall submit an application for such a refund to the Village Manager or his designee within 30 days of the expiration of the order or permit, or thereafter be deemed to waive any right to a refund.

(7) Any funds not expended or encumbered by the end of the calendar quarter immediately following ten years from the date of payment of the impact fees shall, upon application of the then current landowner, be returned to such landowner, without interest, provided that the land owner submits an application for a refund to the Village Manager or designee within 180 days of the expiration of the ten-year period. Any claim not so timely made shall be deemed waived.

(8) Funds shall be deemed expended for the purposes of this ordinance when a contract or agreement encumbering all or a portion of the payment of said funds shall be approved by final Village action.

(C) *Impact fee schedule.* Any person requesting a building permit for residential development activity shall pay all necessary the impact fees outlined as follows:

IMPACT FEE SCHEDULE

District Single Family Detached			Single Family Attached		Multi-Family — Including Condominium & Hotel Apartment	
	Park Open Space	Park Improvement Fee/Unit	Park Open Space Fee/Unit	Park Improvement Fee/Unit	Park Open Space Fee/Unit	Park Improvement Fee/Unit
North Bay Village	$851.00	$1,041.00	$721.00	$903.00	$851.00	$1,041.00

In addition to the open space fee and local park improvement fee as set forth above, each feepayer shall pay to the Village a non-refundable general administrative charge in the amount of seven and one-half percent of the fees for the processing of all materials relating to improvements at a local park.

(D) *Exemptions.* The following development or activity is exempt from the requirement to pay the impact fee prescribed herein:

(1) Alteration, expansion or replacement of existing dwelling units where no additional dwelling units are created.

(2) The construction of accessory buildings or structures which will not create additional dwelling units.

(3) The replacement of a dwelling unit(s) which replacement meets the requirements of the South Florida Building Code § 104.3 (Partial Destruction), provided, however, if the replacement is completed subsequent to five years from its original destruction, including partial destruction, then, and in the event, the impact fee due here under is not waived and shall be due and payable to the Village as set forth herein above.

(4) All development activity permitted by an existing development of regional impact order adopted pursuant to F.S. Ch. 380, and approved prior to the effective date of this ordinance shall be exempt.

(5) Any exemption must be claimed by the feepayer at the time of the application for building permit and prior to paying the impact fee. Any exemption not so claimed shall be deemed to have been waived by the feepayer.

(E) *Expenditures.*

(1) Expenditures from the impact fee, including any accrued interest, shall include, but not be limited to:

(a) Planning, design, and construction plan preparation;

(b) Permitting and fees;

(c) Purchase of land for additional parks and recreational facilities, and material acquisition, including any costs of acquisition or condemnation;

(d) Financing of park acquisition, expansion or improvements;

(e) Design and construction of new drainage facilities required;

(f) Landscaping and site preparation, including demucking, filling to flood criteria and compaction;

(g) Construction management and inspection;

(h) Surveying, soils and materials testing and removal of hazardous and solid waste materials;

(i) Acquisition of capital equipment for parks;

(j) Repayment of any monies transferred or borrowed form any budgetary fund of the Village subsequent to the effective date of this ordinance, which were used to fund any of the growth-necessitated Improvements as herein provided. Any funds that are borrowed shall be spent only to mitigate the impact of new development.

(F) *Establishment of fund.* Impact fees collected pursuant to this ordinance shall be accounted for in a capital outlay impact fee fund to be established and maintained by the Village.

(G) *Appeals of administrative decision.* A decision of the Village Manager may be appealed by the feepayer to the Village Commission. If a feepayer wishes to appeal, he/she shall first file a notice of appeal within 30 days after the earlier of;

(1) Issuance of a written decision by the Village Manager, or

(2) Acceptance of payment by the Village's Building Department of the parks impact fee.

(3) The feepayer shall, when filing an appeal, submit a letter which provides a full explanation of the request, the reasons for the appeal, and all supporting documentation.

(H) *Transition.* Any building under construction at the time of the adoption of the revisions to this ordinance, which has not paid impact fees as provided in this revised ordinance shall pay the difference between the amount already paid and the amount which would be due under this revised ordinance prior to the issuance of a final Certificate of Occupancy.

(Ord. No. 04-09, § 1, 5-11-04; Ord. No. 2006-11, § 1, 8-27-06)

EXHIBIT "D"
DRAFT RELEASE OF PARKING COVENANT

Instrument prepared by:

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Folio No: 23-3209-041-0001

AMENDED AND RESTATED STIPULATION AGREEMENT AND RELEASE OF COVENANT RUNNING WITH THE LAND

This Amended and Restated Stipulation Agreement and Release of Covenant Running with the Land (this "Agreement") is entered into between North Bay Village, a Florida municipal corporation, (the "Village"), with a mailing address of 1666 Kennedy Causeway, 3rd Floor, North Bay Village, Florida 33141, and Grandview Palace Condominium Association, ("GVP"), with a mailing address of 7601 East Treasure Drive, North Bay Village, Florida 33176. The Village and GVP are collectively referred to herein as "the Parties."

RECITALS

WHEREAS, GVP owns the common areas of the Grandview Palace project (the "Project") consists of the real property and improvements located at 7601 East Treasure Drive North Bay Village, Florida (the "Property"), which is described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, development of the Property was authorized in 1982 and, as of 1992, was partially served for parking purposes by a property south (the "South Property") of the Property owned by the then-owner of the Property; and

WHEREAS, on July 24, 1992, the Circuit Court of Miami-Dade County, Florida, entered a Final Judgment of Foreclosure of the South Property in the matter of *Robert Gordon vs. Tibor Hollo, et al*. (Miami-Dade Case No.: 90-10330-CA-01) (the "Gordon Litigation"), which is recorded in Official Records Book 15616 at Page 4219, of the Public Records of Miami-Dade County, Florida; and

WHEREAS, the Gordon Litigation resulted in the foreclosure of a mortgage on the South Property, creating an issue as to the adequacy of the availability of motor vehicle parking for the Project; and

WHEREAS, on December 28, 1992, the Village, the Bank of New York, and Flamingo Holding Partnership ("FHP") entered into a Stipulation (the "Stipulation") in the Gordon Litigation for the purpose of addressing and resolving motor vehicle parking issues between the Village and FHP, which Stipulation was approved by the Circuit Court on January 14, 1993 and recorded in Official Records Book 15785 at Page 1512, of the Public Records of Miami-Dade County, Florida; and

WHEREAS, subsequent to the entry of the Stipulation, on September 8, 1995, First Equitable Realty, III, Ltd., as the successor in interest in title to FHP, joined by Home Savings Bank, F.S.B., recorded a Covenant Running with the Land, which is recorded in Official Records Book 16914 at Page 870 (the "Covenant"), of the Public Records of Miami-Dade County, Florida, the purpose of which was to provide for off-site parking to serve the Project; and

WHEREAS, in light of the passage of time, the adoption of a new zoning code for a portion of the Village ("NBV100"), and the long term continued operation and maintenance of the Project as a mixed use condominium project, the off-site parking is no longer necessary to serve the Project and

WHEREAS, it is the intent and purpose of the Parties to modify the Stipulation to provide for updated parking requirements for the Project consistent with current Village parking requirements applicable to the T6 transect zone and release the Covenant; and

WHEREAS, the release of Covenant has been approved by the Village Commission pursuant to Resolution No. 2021-46 adopted on March 23, 2021.

NOW, THEREFORE, in reliance upon the recitals stated above, and in consideration of the mutual covenants, conditions, and agreements contained herein, the exhibits attached hereto, and the other conditions and covenants contained herein, each Party hereto, on its own behalf, and on behalf of the entities specifically noted or referred to herein, intend to be legally bound, stipulate and agree as follows:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Pursuant to the provisions of NBV100, the Project has a minimum required parking of 653 parking spaces, as determined by the Village, through its Village Planner, Silvia E. Vargas, FAICP, of Calvin, Giordano & Associates, Inc., in her official interpretation of the Village's Unified Land Development Code (the "ULDC"), attached as **Exhibit B** ("Parking Interpretation"). The Village issued this Parking Interpretation pursuant to Section 4.3 of the ULDC upon application of counsel for GVP, Mr. Gary Carman, which was based upon the Development Program detailed in the March 4, 2021 Grandview Palace Parking Analysis conducted by David Plummer and Associates which is attached as **Exhibit C.**
3. The Parties agree that the Project's onsite parking which is currently 982 parking spaces exceeds the required minimum number of parking spaces of 653 parking spaces and offsite parking is no longer necessary or required so long as the approved number of on-

site parking spaces (982 parking spaces) is maintained. Accordingly, the Parties agree and consent to the release of that certain Covenant Running with the Land dated August 18, 1995 and recorded in Official Records Book 16914, Page 870 of the Public Records of Miami-Dade County, Florida.

4. Pursuant to the Parking Interpretation, the minimum parking requirement of 653 parking spaces shall serve as the existing required parking for the Project pursuant to NBV100 and the existing 982 parking spaces shall serve as the approved parking provided. Any future applications for building permits, minor development, or major development for the Project that seek development entitlements in excess of the existing development program will be required to comply with the minimum parking requirements of NBV100, as amended. Any newly created parking spaces, over the 982 parking spaces which currently exist at the Project, as well as requirements for additional loading berths and driving aisles, as well as required fire lanes, and ADA-compliant handicapped parking spaces and bicycle parking will be required to comply with any dimensional and technical requirements in the ULDC and North Bay Village Code of Ordinances.
5. The Parties agree that, except for performance of the mutual covenants set forth in this Agreement, each party releases the other of and from all known claims, actions, rights of action, causes, demands or accountings that each has against the other with regards to the Project's parking requirement as determined by the Parking Interpretation. Said release shall be binding upon the parties, their successors and assigns.
6. Except as otherwise specifically set forth or modified herein, all terms in the Stipulation are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

7. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into the Agreement on behalf of the party for whom he or she purports to sign.

8. Effective Date. The Effective Date of this Agreement shall be as of the last day on which the last party executes this Agreement.

[This Space Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below their signatures.

Witnesses:

_____
Print: _____

_____
Print: _____

NORTH BAY VILLAGE

By:_____
Print Name: _____
Title: Village Manager

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 __ virtually or __ in person this ____ day of _____, 2021 by _____, as Village Manager of North Bay Village, who appeared before me, and is personally known to me, or has produced _____ as identification, and did take an oath.

My commission Expires:

NOTARY:

Print Name: _____

Notary Public, State of Florida at Large

(Notarial Seal)

Witnesses:

GRANDVIEW PALACE CONDOMINIUM ASSOCIATION

_____

Print: _____

By: _____

Print Name: _____

Title: _____

_____

Print: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me __ virtually or __ in person this ____ day of _____, 2021 by _____, as _____ of Grandview Palace Condominium Association, who appeared before me, and is personally known to me, or has produced _____ as identification, and did take an oath.

My commission Expires:

NOTARY:

Print Name: _____

Notary Public, State of Florida at Large

(Notarial Seal)

EXHIBIT A

Tract A, Block 8, First Addition of Treasure Island, according to the Plat thereof, as recorded in Plat Book 53, at Page 65, of the Public Records of Dade County, Florida, less a portion off of the northerly elevation of the subject property acquired by Dade County for the widening of the North Bay Causeway said portion being more particularly described as follows:

Begin at a point on West line of and 355.42 feet North 02° 25'14 West of the Southwest corner of said Tract "A"; thence run North 63° 43' 21" East, a distance of 225.67 feet of the northeasterly line of said Tract "A"; thence North 47° 53' 36" West along the Northeasterly line of said Tract "A" a distance of 75.83 feet to the Right of Way line for the 79th Street Causeway Section 87080-2506 State Road 828; thence South 42° 26; 03" West on said south Right of Way line a distance of 42.47 feet to the beginning of a curve to the right; thence Southwesterly on said curve having a central angle of 83° 38' 25" and a radius of 650.68 feet an arc distance of 142.63 feet through an angle of 12° 33' 49" to a point of reverse curve and the beginning of a radial return concave to the Southeast; thence Southeasterly on said radial return having a central angle of 57° 25' 06" and a radius of 25 feet an arc distance of 25.05 feet to the end of said radial return and a point on the West line of said Tract 'A"; thence South 02° 25' 14" East of said West line of said Tract "A" a distance of 3.95 feet to the POINT OF BEGINNING.

All of Lots 1 and 2, Block 8, FIRST ADDITION TO TREASURE ISLAND, Plat Book 53 at Page 65 of the Public Records of Dade County, Florida, less the following described lands:

Commence at the Southeast corner of Lot 2, Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat Book 53, at page 65 of the Public Records of Dade County, Florida; thence run North along the East Line of said Lot 2 for a distance of 69 feet to a point; thence run West along a line of 69 feet North of and parallel to the South Line of said Lot 2 for a distance of 136 feet to a point; thence run South along a line of 136 feet West of and parallel to the East line of said Lot 2 for a distance of 57 feet to a point; thence run West along a line 12 feet North of and parallel to the South line of said Lot 2 for a distance of 187.71 feet to a point on the West line of said Lot 2; thence run South along the West line of said Lot 2 for a distance of 12.17 feet to the Southwest corner of said Lot 2; thence run East along the South line of said Lot 2 for a distance of 325.69 feet to the point of beginning, all in Block 8 of FIRST ADDITION TO TREASURE ISLAND, according to the Plat Book 53 at Page 65, of the Public Records of Date County, Florida.

EXHIBIT B

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

March 15, 2021

Grandview Palace Condominium Association, Inc.
c/o: Gary M. Carman
Gray-Robinson Attorneys at Law
333 SE 2nd Avenue, Suite 3200
Miami, Florida 33131

Re: Interpretation of the North Bay Village Unified Land Development Code (ULDC)

Mr. Carman:

The following is in response to your letter of request for an official interpretation of the ULDC, dated March 9, 2021, delivered via mail to my office on March 15, 2021. Your letter shall serve as a preapplication conference request per Section 4.3 (A) Village Code. Please note that the Village currently has not an established fee for preapplication conferences.

Your request is for a determination of the applicability of parking requirements contained in the recently adopted NBV100 Form-Based Code (FBC) to the mixed-use development known as Grandview Palace, located on a tract of land identified as Folio 23-3209-041-0001, with the physical address of 7601 East Treasure Drive, North Bay Village, FL 33141.

North Bay Village has reviewed the above referenced location relative to the applicability of current parking requirements only and has not reviewed or considered other aspects of zoning compliance of existing or proposed development or improvements related to the Grandview Palace property.

Therefore, the purpose of this letter is limited to confirming that, based on information available, it is the Village's interpretation that the provisions of Section 15.7.A. contained in Chapter 15, of the FBC, as adopted by North Bay Village on February 25, 2021 (specifically those provisions pertaining to parking required by use in the T6 transect zone) apply to the tract of land identified as Folio 23-3209-041-0001 and more particularly located at 7601 East Treasure Drive, North Bay Village, FL 33141.

Calculations according to the application of the referenced parking provisions result in a minimum requirement of 653 parking spaces, based on the building program described in the study titled "Grandview Palace Parking Analysis - #20105" (the "Parking Analysis") prepared by David Plummer & Associates for Mr. Masoud Shojaee and dated March 4, 2021, which was submitted to the Village electronically by Timothy J. Plummer, P.E. on March 8, 2021.

As detailed in the Parking Analysis, the number of existing spaces at Grandview Palace at this time exceeds the minimum required parking pursuant to this interpretation, therefore eliminating the necessity for off-site parking to meet the demands of the building program presented in the Parking Analysis.

The above interpretation shall not exempt Grandview Palace from complying with the minimum dimensional requirements for all parking spaces as well as for required loading berths and driving aisles; nor shall it relieve Grandview Palace from providing required fire-lanes, ADA-compliant handicapped parking spaces and bicycle parking.

This letter does not constitute representation of compliance with any other applicable zoning laws, regulations, and ordinances, nor does it in any way offer assurance related to the issuance of any present or future permits or other official documents.

Any and all deviations in the number or design of existing parking, including but not limited to those concerning modifications to approved plans and applications for building permits or business tax receipts that may involve or result in the expansion, conversion, intensification or densification of approved uses shall require review, verification and approval by North Bay Village.

Please contact the undersigned if you have any questions.

Sincerely,



Silvia E. Vargas, FAICP

C/O Calvin, Giordano & Associates, Inc.
10800 Biscayne Boulevard, Suite 950
Miami, FL 33161
786-485-5197
svargas@cgasolutions.com

EXHIBIT C

DAVID PLUMMER & ASSOCIATES
TRAFFIC ENGINEERING • CIVIL ENGINEERING • TRANSPORTATION PLANNING

1750 PONCE DE LEON BOULEVARD | CORAL GABLES, FLORIDA 33134
305•447•0900 | DPA@DPLUMMER.COM

March 4, 2021

Mr. Masoud Shojaee
Shoma Group
President
3470 NW 82nd Avenue, Suite 988
Doral, Florida 33122
(786) 437-8658
mshojaee@shomagroup.com

RE: Grandview Palace Parking Analysis - #20105

Dear Masoud,

We have completed a parking analysis for the Grandview Palace (GVP) project located at 7601 East Treasure Drive in North Bay Village, Florida. The purpose of this study is to determine the required number of parking spaces based on the Village's NBV100 Form-based Code The analysis was based on the development program shown in Exhibit 1.

Exhibit 1
Grandview Palace Development Program

Land Use	Size	
Retail	7,685	SF
Fine / Casual Restaurant	3,626	SF
Health Club	4,444	SF
Specialty Grocery	2,014	SF
Marina	117	Slips
General Office	5,239	SF
Multi-Family Residential		
1-Bedroom	15	DUs
2-Bedroom	479	DUs
3-Bedroom	12	DUs

dpa Since 1978

Background

A Grandview Palace legal stipulation dated December 28, 1992 required that 1,119 parking spaces be available for the project. One of the terms of the 1992 stipulation is that the surface parking lot located at 1850 Kennedy Causeway (aka K-lot) be utilized for the parking needs of the GVP development. At present, the K-lot has 183 parking spaces. A parking inventory of the GVP development conducted by Walker Consultants shows that the site has 1,165 parking spaces including the 183 spaces located at the K-lot (see Exhibit 2).

Exhibit 2
Existing Parking Inventory

Location	Number of Parking Spaces
Promenade	
ADA and Time-limited	11
Main Building Garage	
Tenant (Gated)	517
North Building Garage	
Retail	81
Tenant (Gated)	306
South Lot	
Permit	67
Subtotal	**982**
K-Lot[1]	
Guest Permit	183
Total	**1,165**

Source: Walker Consultants
[1] Grand View Palace leases 12 permitted spaces to neighborhood property

Parking Generation

A parking analysis was conducted for the project to determine the number of required parking spaces based on the NBV100 Form-based Code. The analysis was done using the proposed parking rates for residential and commercial uses. The parking requirements for the GVP development based on the NBV100 parking rates are shown in Exhibit 3.

Exhibit 3
Parking Requirements Based on NBV100 Form-based Code

Land Use	Units		NBV100 Parking Rates	Total Parking
Retail	7,685	SF	3 spaces / 1000 SF	24
Fine / Casual Restaurant	3,626	SF	3 spaces / 1000 SF	11
Health Club	4,444	SF	3 spaces / 1000 SF	14
Specialty Grocery	2,014	SF	3 spaces / 1000 SF	7
Marina	117	Slips	1 space / per 5 slips	24
General Office	5,239	SF	3 spaces / 1000 SF	16
			Subtotal	**96**
Multi-Family Residential	506	DUs	1.0 space per DU	506
			1.0 space per 10 DU	51
			Total Parking Spaces	**653**

Conclusion

Based on the NBV100 Form-based Code 653 spaces are required to satisfy the parking demand for the GVP development. Based on the parking inventory, GVP has a total of 982 parking spaces on- site; this represents a surplus of 329 parking spaces. We stand ready to provide any support needed for this proposed project. Should you have any questions or comments, please call me at (305) 447-0900.

Sincerely,

Juan Espinosa, PE
Vice President – Transportation

w:\20\20105\shared parking\nvb100\parking analysis_nbv100_mar 4 2021.docx

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

NORTH BAY VILLAGE
EST. 1945

APPLICATION FORM FOR SITE PLAN APPROVAL

This application form is to be used to petition for Site Plan Approval pursuant to Sections 5.5 through 5.8, and 5.17 through 5.20, as well as Special Area Plan approval pursuant to Subsection 15.2.G. of the North Bay Village Unified Land Development Code.

Submit one (1) electronic file of your application, with all the required information to the Village Planning and Zoning Official via svargas@cgasolutions.com and deliver five (5) physical copies of materials to the Village offices located at 1666 Kennedy Causeway, Suite 300.

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. Site Plan Approvals 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.

All fees shall be paid prior to the Planning and Zoning Official's review of the application. Accepted payment methods for the required fees are check or 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.

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Property Owner Name: Shoma North Bay Village, LLC

2. Contact Phone: 305-376-6061 Email Address: mgarcia-serra@gunster.com

3. Mailing Address: 201 Sevilla Ave STE 300; Coral Gables, Florida

4. Applicant Name: (Same)
(If different from Owner)

5. Contact Phone: 786-437-8658 Email Address: MShojaee@Shomagroup.com

6. Mailing Address 201 Sevilla Avenue, Suite 300, Coral Gables, Fl. 33134

7. Address or location of Property Covered by the Application:
1872 79th Street Causeway

8. Legal Description of Property Covered by the Application (add pages if needed):
Please see attached Exhibit "A."

9. Folio Number(s): 23-3209-000-0250

10. Total Site Area (square feet): 121,914

11. Current Land Use of Property: Commercial

12. Future Land Use and Zoning Designations: CU and T6-24-South Kennedy Overlay District

13. Are the Future Land Use or Zoning being amended? Yes:_____ No: X. If Yes, what are the proposed designations? _____

14. Project Type ___Single-Family Residential ___ Multifamily/Planned Residential

Development _X_Non-Residential/Mixed-Use _X_Development Agreement Required?

15. Project Description (additional pages may be attached): _____

Modification of previously approved Special Area Plan (SAP) and Development Agreement

CONSENT TO PUBLIC HEARINGS

All requests for site plan approval from the North Bay Village Code shall be considered at Public Hearings before the Planning & Zoning Board and the Village Commission. The Village Planning and Zoning Official shall certify that the application is complete before the hearing is legally advertised. All applications shall be submitted to the Village Planning and Zoning Official on or before the deadline implemented by the Village. All persons, firms, or corporations requesting site plan approval 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 request.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), FEMA regulations and all other applicable regulatory agencies.

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 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 Section 4.4. 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 _____

Print Name Masoud Shojaee

(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.)

_____
Signature

STATE OF FLORIDA
COUNTY OF Dade

Sworn to and subscribed to before me this 10th day of April, 2023,

by MASOUD SHOJAEE,

who is personally known to me or who has produced _____ as identification.

Notary Public Signature Raquel P Chong Badamo

Commission Number/Expiration 10/24/2026

RAQUEL PRISCILA CHONG BADAMO
MY COMMISSION # HH 280687
EXPIRES: October 24, 2026

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: _____

Relationship to the project: (e.g., property owner, architect, developer, attorney)
Property Owner

Full Name: Masoud Shojaee

Current Address: 201 Sevilla Ave STE 300

City: Coral Gables State: Fl Zip: 33134

Telephone: 305-376-6061 Email: mgarcia-serra@gunster.com

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

_____
Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 10th DAY OF April, 2023

_____
Notary Public, State of Florida at Large

My Commission expires 10/24, 2026

NOTARY PUBLIC STATE OF FLORIDA
RAQUEL PRISCILA CHONG BADAMO
MY COMMISSION # HH 280687
EXPIRES: October 24, 2026

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.

CHECK LIST FOR THE APPLICANT

Mandatory Submittals:

- ☐ Complete Variance 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 owner or owner's representative, which may include a narrative describing the project, whether the impact of the proposed development is favorable, adverse, or neutral on the economy, public services, environment, and housing supply of the Village, and the relationship of the proposed project to surrounding, existing, and proposed future land uses, and to existing zoning, and the Village's Comprehensive Plan. This narrative may be provided as a document separate from the letter. If variances/waivers or warrants/use exceptions are being requested, the extent of these from the requirements shall be noted in the narrative. NOTE: Applications for project variances/waivers, warrants/use exceptions may be submitted prior to or concurrently with a Site Plan Approval application. Each variance/waiver or warrant/use exception request must be submitted in its own application form with the corresponding fees. Refer to the applicable sections of the ULDC for requirements and criteria. Forms may be downloaded from the Village website or requested by emailing the Planning and Zoning Official
- ☐ Property survey at a scale of not less than one inch (1") equals 40 feet (40'), prepared by a registered land surveyor, not more than one (1) year old and including the legal description of the property, elevation, all easements, and rights-of-way.
- ☐ Drawings index page
- ☐ All drawings shall be drawn at a readable scale (per the requirements listed below) and shall include the following: scale; name; address and telephone number of the owner of the property for which the drawing is required; name, address and telephone number of the professional preparing the drawing; professional stamp seal (dry/wet or digital); location of the property including the legal description, section, township, range and street address, if known.
- ☐ Site plan(s) which depict:
  - ○ North point
  - ○ Existing and proposed easements
  - ○ Existing and proposed utilities
  - ○ Property lines
  - ○ Location of streets, alleys and ROW
  - ○ Location and footprint of all structures
  - ○ Mechanical equipment
  - ○ Proposed site circulation, driveways, sidewalks
  - ○ Parking, including handicapped, motorcycle, electric vehicle, and bicycle parking
  - ○ Loading spaces, valet areas, pick-up/drop-off points
  - ○ Signage
  - ○ Fences and Exterior lighting
  - ○ Other features (e.g., Green Building Program practices and techniques)

☐ Floor plans prepared at a scale no less than 1/16 inch to the foot and including

- ○ Layout of each level
- ○ Layouts for each dwelling unit type and/or nonresidential spaces
- ○ Parking and loading space dimensions
- ○ Parking garage adaptability features
- ○ Width of drive aisles

☐ Elevations at no less than 1/16 inch to the foot scale legibly showing the finished appearance of each main facade of the building and furnishing vertical height dimensions including compliance with Sec. 10.5 of the ULDC

☐ Tabular project summary indicating the following figures, calculations, and features:

- ○ Total acreage
- ○ Number of dwelling units per acre
- ○ Number of bedrooms per dwelling unit
- ○ Number of each dwelling unit type
- ○ Lot Coverage/Pervious surface area
- ○ Open/green space
- ○ Structure setbacks
- ○ Number and sizes of all off-street parking (including handicapped), loading, pick-up/drop off, and bicycle parking spaces
- ○ Floor area of each dwelling unit type
- ○ Floor area of each land use
- ○ Gross floor area
- ○ Building height
- ○ Floor area ratio or floor lot ratio as required/applicable by the zoning of the property
- ○ Compliance with the Village's Green Building Program (features selected from the point system should also be shown on the plans, when appropriate)

☐ Landscape plan

- ○ Location of all existing and proposed structures, landscape improvements (i.e., berms, fences, fountains, furnishings, lights, etc.) parking and circulation areas, and other site improvements
- ○ Notes and specifications, for the installation, fertilization, and maintenance of all plant materials and irrigation
- ○ Tree survey depicting all existing trees, including those to be removed and to be protected and methodology for protection
- ○ Demonstration of sustainable principles, techniques and practices (e.g., Green Building Program features)
- ○ Plant list with scientific and common names, sizes (i.e.: caliper), quantity, special requirements and location of all plant materials existing and proposed and proposed turf grass type
- ○ Planting and installation details, as needed, to ensure conformance with all required standards, including tree protection and erosion control.
- ○ A landscape maintenance plan and schedule will be submitted as a part of the landscape plans

☐ Level of Service (LOS) Assessment (see Sections 5.17-5.20 of the ULDC for requirements)

- O Potable water
- O Sanitary Sewer
- O Traffic
- O Stormwater
- O Solid Waste

☐ Traffic Impact Evaluation

☐ Digital visualization or virtual reality model. Photorealistic 3D digital visualizations, 3D renderings or a virtual reality model, showing a reasonable amount of project context (i.e., surrounding physical conditions and environments including existing structures on either side).

☐ Application fees and cost recovery deposit per the most up-to-date Village Fee Schedule.

Optional Submittal:

☐ Physical architectural scale model – A physical architectural model of the site and building(s), built to an appropriate scale, and photographs of the model may be submitted instead of a 3D computer visualization or virtual reality model. Physical architectural models shall be made available at least ten (10) days prior to the Planning and Zoning Board public hearing date. If an architectural model is provided, said model shall be retrieved by the developer within thirty (30) days following the final public hearing before the Village Commission. The photographs depicting the model shall become part of the public records. The model shall demonstrate the proposed structure as well as existing structures on either side.

Applications are deemed incomplete until all mandatory submittals have been received by the Village Planning and Zoning Official.

Office Use Only:

Date Submitted:_____

Date Paid:_____

Cash or Check #_____

Total Paid: $_____

Filing Fee: $_____

Cost Recovery Dep: $_____

Exhibit "A"
LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION:
A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

Writer's Direct Dial Number: (305) 376-6061
Writer's E-Mail Address: MGarcia-Serra@gunster.com

May 11, 2023

Dr. Ralph Rosado
Village Manager
North Bay Village
1666 Kennedy Causeway
3rd Floor
North Bay Village, Florida 33141

Re: Shoma Bay/1872 79th Street Causeway / SAP Site Plan Modification Application/ Letter of Intent

Dear Dr. Rosado,

On behalf of Shoma North Bay Village, LLC (the "Applicant"), the owner of the property located at 1872 79th Street Causeway in North Bay Village, Florida (the "Property"), we respectfully submit this letter of intent in support of an application for site plan modification and related approvals for the Property. The Property, which is legally described in the surveys attached as composite **Exhibit A**, is currently designated *Commercial* pursuant to the Village's Future Land Use Map and *T6-24- South Kennedy Overlay District* on the Zoning Map. It is 121,914 square feet (2.799 acres) in size.

On March 23, 2021, the Village Commission approved a site plan, (**attached as Exhibit B**) (the "Original Site Plan") and a Special Area Plan ("SAP") known as the, "South Kennedy SAP" or the "SK SAP," for a mixed use project named "SHOMA Bay" including 333 dwelling units, a 36,068 square-foot grocery store, and 6,315 square feet of retail space on the Property (the "Original Project").

It is with great enthusiasm that we submit to you, on behalf of the Applicant, this application to amend the Original Project. Specifically, the Applicant seeks to amend the Original Site Plan, the SK SAP, and the previously approved Development Agreement. A draft proposed revised Development Agreement will be provided to you under separate cover. The Applicant is also submitting the SK SAP regulating plan for your approval as **Appendix B** ("SK SAP Regulating Plan") that will serve to allow the Applicant more flexibility in order to provide an enhanced quality product befitting the Village's new vision for the Kennedy Causeway, while maintaining its character as a true historical treasure of South Florida.

As described below in more detail, the Applicant has designed a project, pursuant to the guidelines set forth in the NBV 100 master plan, that promotes, livability, resilience and prosperity, not just for Shoma Bay residents, but for all Village residents, both current and future.

The Applicant is proposing to modify the Original Site Plan to develop the Modified Shoma Bay Project consisting of a mixed-use building containing 333 residential units, which will be luxury condominium units, as opposed to the previously approved rental project, 52,929 square feet of commercial space including a new Publix grocery store, a high end food bazaar which will be open to the public and 750 parking spaces in a structured garage (the "Modified Shoma Bay Project").

SK SAP

Under the Village's Unified Land Development Code (the "Code"), parcels of at least two abutting acres in size, such as the Property, may be master planned to allow greater integration of public improvements and infrastructure, to enable greater connectivity, to encourage a variety of building heights and massing, and to provide high quality design elements and greater flexibility in development. The approved SK SAP and the proposed modifications accomplish just that.

The Applicant seeks to amend the SK SAP to increase the height on the residential tower from 205'-7" to 253'-10" at the top of the pool deck. The T6-24 transect zone permits an overall height for the entire Modified Shoma Bay Project, including the commercial portion, of 246 ft, as of right. The Applicant seeks to limit its height on the commercial portion of the Modified Shoma Bay Project and otherwise redistribute the allowable height to the residential tower, requesting an additional 7 ft. so as to accommodate the higher "floor to ceiling" heights required for this type of project.

The Modified Shoma Bay Project is no longer a rental project. It will be comprised solely of larger condominium units with higher ceilings that meet the demand of the ever-growing luxury condominium market. To accomplish this design change, the Applicant's engineers recommended a change to the structural system from "tunnel form" to "post tension." This structural modification requires more space between residential floors and accounts for most of the 7 ft height request. The result however is a world class, high-end product that maximizes the incomparable views that are synonymous with the Village, and which also provides for lower scale height on the commercial portion of the project.

The Applicant also requests an additional 14 ft in height above the 10 ft permitted by the Code for the cooling tower above the residential tower. The 1,230 square foot cooling tower is limited to one corner of the residential tower and will be adequately screened from view as required by the Code. This height of the cooling tower is necessary for the project and will not be visible from street level.

As previously stated, the purpose of an SAP is to allow a property to be master planned to, among other things, encourage a variety of building heights and massing, to provide high quality design elements and greater flexibility in development. Specifically, Section 15.G.1.i of the Code states that *flexible allocation of development capacity and height, excluding density on individual*

sites within the Special Area Plan may be allowed so long as the capacity or height distribution does not result in development that is out of scale or character with the surrounding area, and provides for appropriate transitions.

The Modified Site plan seeks to redistribute the height allowed as of right over the commercial portion of the Modified Shoma Bay Project to the residential tower in a manner that is not out of scale or character with the surrounding area and provides for appropriate transitions well beyond what is required by the Code. The Modified Shoma Bay Project is in character with the surrounding area, especially the Grand View Palace to the east of the Property. The Grand View Palace is 24 stories tall and as such would not be negatively impacted by the additional height requested. To the South of the Property is the Treasure Island Elementary School ("TIES") with an expansive playing field that abuts the Property. This field provides a nice transition between the Property and the educational structures. The Modified Site Plan also provides more than the required 20-foot setback, further enhancing the transition between the Property and TIES.

Site Plan

The Applicant hereby requests approval of the enclosed modified site plan (the "Modified Site Plan"). The modifications are discussed in detail in the architect's narrative attached as **Exhibit C**. The Modified Site Plan includes an array of new amenities that will be the envy of the luxury condominium market in the area. To highlight a few, the Modified Shoma Bay Project includes a new food experience concept known as the Shoma Bazaar. The first of its kind was introduced in Doral last year and was very well received as it provides a variety of different cuisines in one setting. These innovative type of food venues can now be found in many places, including Miami Beach, Wynwood and the Downtown area as more people are opting for variety but also convenience and don't want to travel long distances to experience different cuisine. To meet the demands for remote-work space within the home, the Modified Shoma Bay Project includes a new mezzanine level offering business and library space that allows you to "work from home" with more flexibility and comfort in the common areas of the building. Also, the project now includes a private movie theater, salon and spa for both residents and their pets.

The proposed modifications in the Modified Site Plan comply with the criteria set forth in Section 5.8.c. as follows:

(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

The Modified Site Plan provides greater setbacks than required along the rear and western property lines. The TIES property to the south is an educational facility and the proposed Modified Site Plan provides more than the required 20-foot setback in the rear. Similarly, the Modified Site Plan provides a greater than required setback from the western property line which abuts a condominium building. Both the rear and western property lines are lined with landscaping to provide adequate buffering. In addition to minimizing undesirable effects upon contiguous properties, the Modified Site Plan maximizes desirable effects along the 79th Street Causeway by providing an arcade for pedestrian use along a portion of the frontage and removing the very

significant "heat island" which presently exists on the Property. The Modified Shoma Bay Project also provides an artistic screening of the garage.

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

The off-street parking is located in an on-site structured garage which is shielded from view by an artistic screening as depicted in the renderings enclosed as part of the plans. This garage contains 750 parking spaces, which is above the required 506 parking spaces pursuant to the SKO regulations. Additionally, the Modified Shoma Bay Project provides loading for both buildings in the rear of the Property out of sight from the right-of-way. The proposed circulation diverts traffic away from the right-of-way.

(3) Provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

As discussed above, there is landscaping along the southern and western property lines. That same level of detail to landscaping and respect for the public view of the property was carried throughout the landscape plan, which proposes Royal Palms along the 79th Street Causeway. Note that even the amenities deck on Level 4 is landscaped, and the Modified Shoma Bay Project includes a ZEN Garden on Level 11.

(4) Can be accommodated by existing community roads, services, utilities, or the necessary additions are provided by the developer.

The Project's civil engineers have confirmed that sufficient public facilities are available and/or can be improved to service the Modified Shoma Bay Project. The Property is located along the 6-lane 79th Street Causeway, which has sufficient capacity for the proposed Modified Shoma Bay Project. Additionally, the Modified Shoma Bay Project's internal circulation and generous rear and side setbacks allow for appropriate traffic flow and utilities to service the Property. Any infrastructure upgrades necessary to service the Modified Shoma Bay Project will be the responsibility of the Applicant.

Accordingly, for the foregoing reasons, we respectfully request your favorable consideration of our requests. If you have any questions or wish to discuss further, please do not hesitate to contact me at (305)376-6061 or MGarcia-Serra@gunster.com. Thank you for your attention to this matter. We look forward to working with you and your colleagues on this very promising Project which will provide an appropriately grand gateway for your great Village!

Sincerely,

Mario Garcia-Serra

MSA ARCHITECTS, INC.
ARCHITECTURE & PLANNING
8950 S.W. 74TH CT.
SUITE 1513
MIAMI, FL 33156
305/273-9911
AAA C000895

April 28, 2023

City of North Bay Village
Project Name: **Shoma Bay Condominium**
Address: 1850-1875 79th Street Causeway
North Bay Village, Florida 33141

MSA Project Name: Shoma Bay NBV
MSA Project No.: 1952

City of North Bay Village:
The following narrative of the changes between the approved Site Plan Application and the current revised design.

1. Ground floor townhouses were replaced by residential amenity spaces.
2. Relocated Main Electrical Room and added MEP Rooms on Mezzanine level.
3. Building height was increased from 205'-7" to 277'-10" top of cooling tower (253'-10" top of pool deck).
4. Building stories was increased from 19 to 24. 24 stories allowed by zoning).
5. Parking garage was increased from 8 to 10 levels.
6. Structural system was changed from tunnel form construction to post tension.
7. Building elevations have been revised.
8. Added Zen Garden on Level 11 (Top of parking garage).
9. Added Bazaar food court at level 14.
10. Relocated pool to roof top pool deck.
11. Mechanical system was changed from DX units to cooling tower (Cooling tower on a pedestal aprox. 20' ht.).
12. Added cooling tower and mechanical penthouse at the roof level (10' ht. allowed for mech. / 24' provided).
13. Lot Coverage increased from 52,083sf (42.72%) to 52,395sf (42.98%).
14. Frontage along 79th Street Causeway decreased from 92% to 90% .
15. Open Space decreased from 33,269sf (27.29%) to 31,336sf (25.70%).
16. West Setback decreased from 33'-5" to 28'-5".
17. Bike Racks increased from 25 to 69.
18. The northwest Retail and bike storage facing 79th Causeway has been removed and replaced with M.E.P and B.O.H.
19. On the East side of the covered breezeway, we now have two retail vanilla box shells vs one.
20. New mezzanine level between level 1 and 2 with business and library space.
21. New pet spa on level 12.
22. New Amenities on Level 14 (Movie Theater, Hair Salon, Spa (Women's' & Men's)).

SHOMA NORTH BAY VILLAGE

FOR

SHOMA GROUP

IN

NORTH BAY VILLAGE, FLORIDA



NOTE : THE PROPOSED WORK HAS BEEN DESIGNED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, AND VILLAGE CODES AND REGULATIONS HAVING JURISDICTION. IF ANY DISCREPANCIES EXIST BETWEEN THE PLANS/SPECIFICATIONS PREPARED BY THE DESIGNER AND THE VILLAGE CODE AND/OR THE VILLAGE STANDARD DETAILS, THE LATTER SHALL GOVERN OR THE MOST STRINGENT

STATE OF FLORIDA — JOSE SAUMELL — AR0013080 — REGISTERED ARCHITECT

Jose Saumell

INDEX OF DRAWINGS

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A-2.1M			OVERALL – LEVEL 1.2 MEZZANINE FLOOR PLAN
A-2.2			OVERALL – LEVEL 2 – FLOOR PLAN
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C-11.0			STORMWATER POLLUTION PREVENTION PLAN
C-12.0			STORMWATER POLLUTION PREVENTION DETAIL

- OWNER / DEVELOPER
  SHOMA GROUP
  201 Sevilla Ave – Suite 300
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  (786) 437-8658

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  (305) 273-9911

MSA ARCHITECTS

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  HOLLYWOOD, FL 33020
  (954) 923 9681

- CIVIL/TRAFFIC ENGINEER
  DAVID PLUMMER & ASSOCIATES
  1750 PONCE DE LEON
  BOULEVARD
  CORAL GABLES, FL 33134
  (305) 447 0900

- SUBMITTAL DATES
- 08/30/2023-RESUBMITTAL

654

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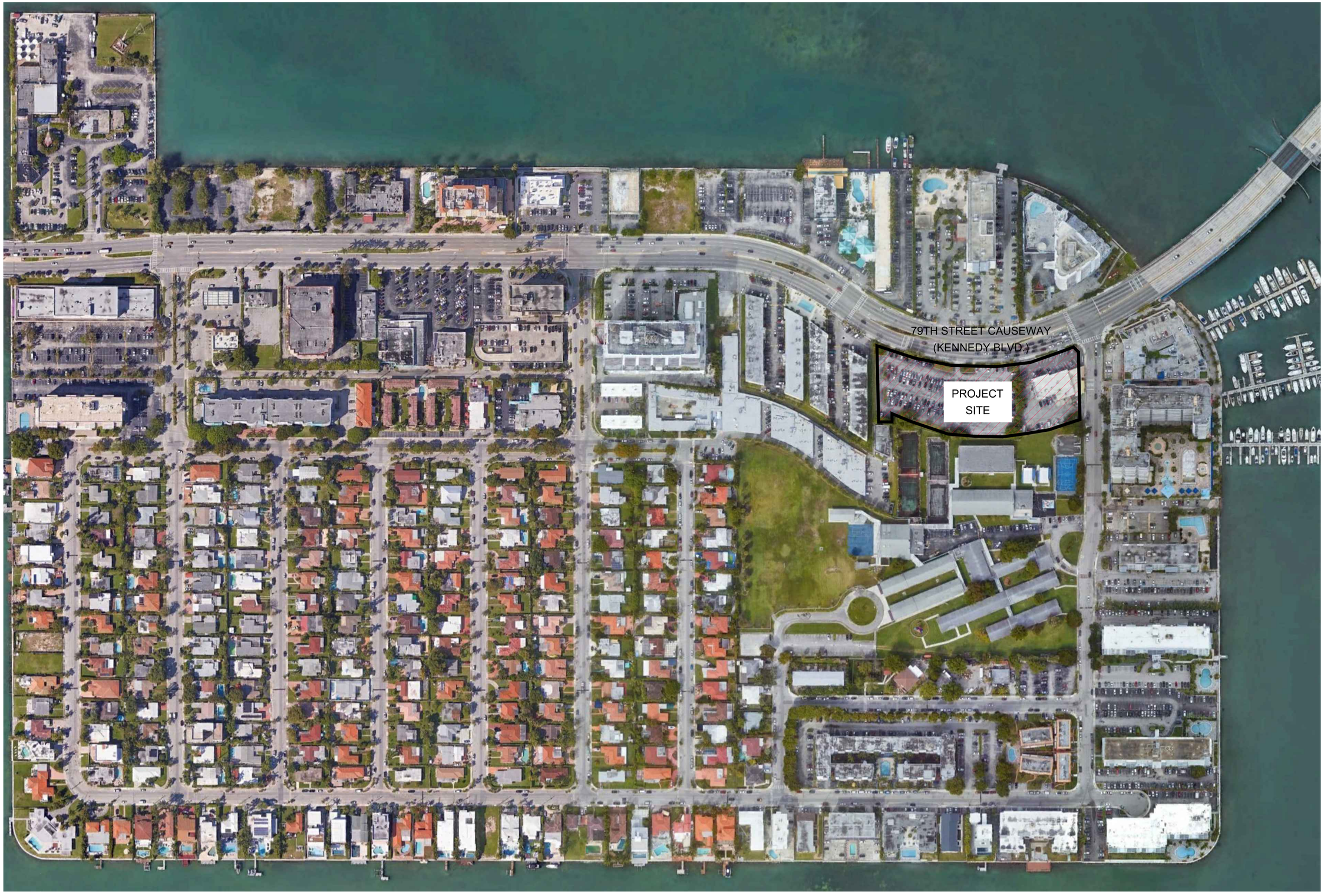

SITE LOCATION

LOCATION MAP

NTS

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

JOSE I. SAUMELL
AR0013085

MSA ARCHITECTS, INC.
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MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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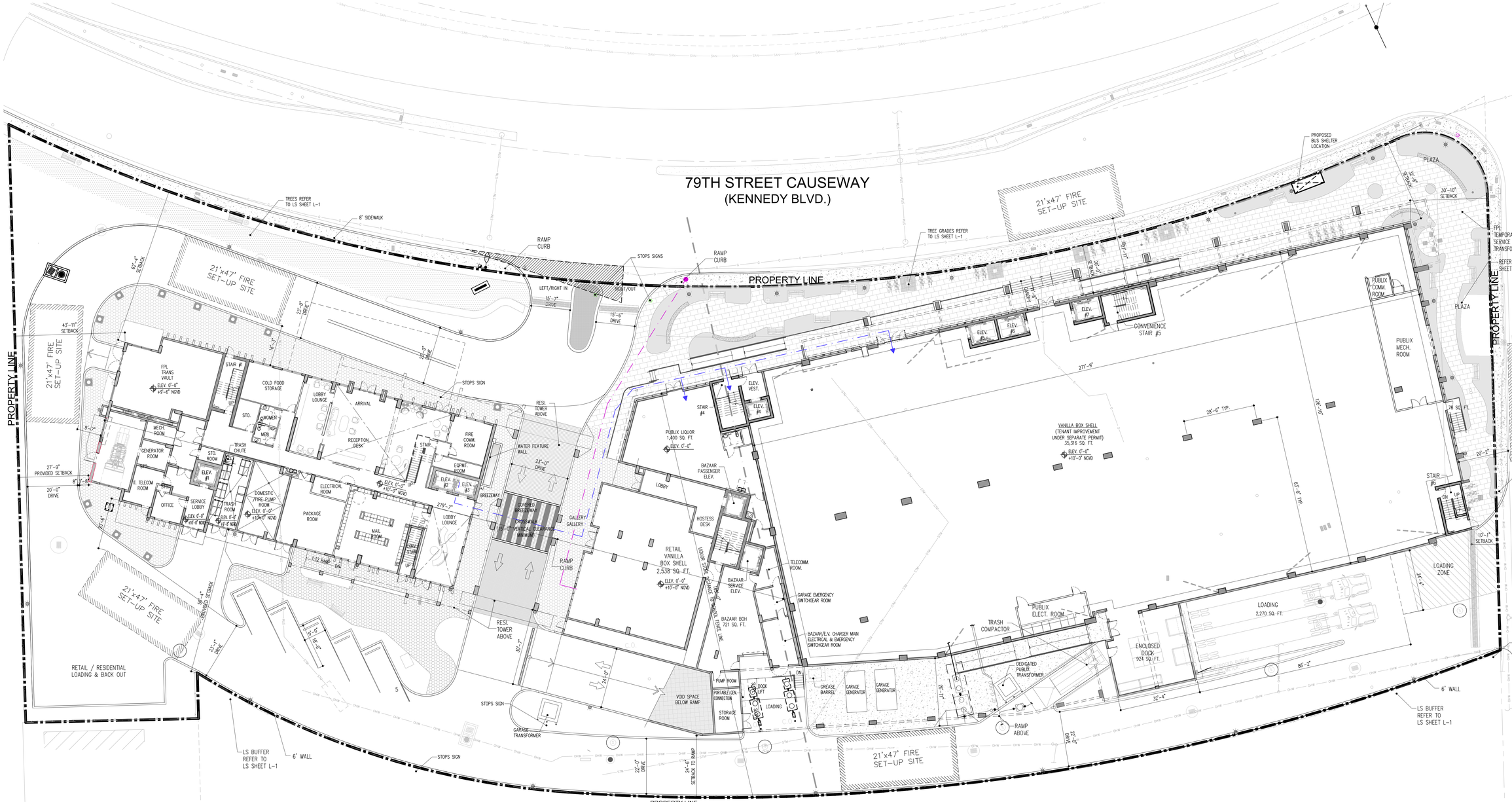
DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	LOCATION MAP
SHEET NUMBER:	A-0.1



SITE DATA

LOCATION	North Bay Village, FL.
ZONING DESIGNATION	T6–24
OVERLAY DISTRICT	South Kennedy Overlay District
TYPE OF USE	Mix Use Multi–Family Housing

BUILDING DISPOSITION	REQUIRED	PROVIDED	
A. LOT AREA	10,000 sf. min.	2.798 acres	121,914 sf.
B. LOT WIDTH	100' min.	587'–8"	
C. LOT COVERAGE	90% max / 109,723 sf.	52,395 sf.	42.98%
D. FRONTAGE @ FRONT SETBACK			
79th Street Causeway	A gallery or arcade is required for at least 80% of the frontage of a commercial portion of a building that is within 20 feet of the front property line	90%	
E. OPEN SPACE	10% min. / 12,191 sf. (Per T6–24)	31,336 sf.	25.70%
F. DENSITY	120 du's / ac. = 335 units	333 units	119 du's/ac
G. INTENSITY (FLR=13)	Max. Allowed = 36.37 ac.	18.49 ac.	

NOTE : THE PARCEL PROPOSED FOR LAND CLEANING OR DEVELOPMENT DOES NOT SERVE AS HABITAT FOR A RARE, THREATENED OR ENDANGERED SPECIES OR A SPECIES CONCERN; OR IS NOT ENVIRONMENTALLY SENSITIVE AREA.

BUILDING CONFIGURATION FRONTAGE				
A. COMMON LAWN	Prohibited	–		
B. PORCH & FENCE	Prohibited	–		
C. TERRACE	Prohibited	–		
D. FORECOURT	Allowed	–		
E. STOOP	Allowed	–		
F. SHOPFRONT	Allowed	Yes		
G. GALLERY	Allowed	Yes		
H. ARCADE	Prohibited	–		

BUILDING SETBACK	REQUIRED	PROVIDED
A. NORTH SETBACK	20'–0" min.	20'–0"
B. EAST SETBACK	10'–0" min.	10'–0"
C. SOUTH SETBACK	20'–0" min.	24'–6"
D. WEST SETBACK	20'–0" min.	27'–9"

BUILDING HEIGHT		
Pedestal Height (Parking Garage):		104'–2"
(RESIDENTIAL TOWER)		
Min. Height	2 stories	PROVIDED
Max. Height	24 Stories or 240 feet'	24 stories (25'–10" TOP OF ROOF (LEVEL 24)
Max. Height	(ROOF TOP MECHANICAL EQUIPMENT)	
	10'–0"	24'–0" TOP OF MECHANICAL EQUIPMENT (ELEV.=277–10")

BIKE RACK

Residential Required:	1 sp/20 req. spaces	66
Commercial Required:		6
Subtotal:		72
Reduction after 50 sp:		–11
Total Required:		61
Total Provided:		69

PARKING SUMMARY

REQUIRED

Type of parking	# of DU's or SF	Code Required	Total
Residential	333 units	1. spaces/unit	333 spaces
Visitor	333 units	0.1 spaces/unit	34 spaces
Sub–total			367 spaces
Retail / Supermarket	52,929 sf.	3 sp/1,000 sf.	159 spaces
Shared parking reduction = 120 sp/1.2 = 100 per shared parking standards table			20 spaces
Sub–total			139 spaces
Grand total required			506 spaces

* HC Parking: (501–1000–2% total) = 11 spaces required
* 10 E.V.S.E. – Ready Spaces included in total

PROVIDED

Designation	Levels	Compact	Regular	HC	Total
Publix	Site	–	5	–	5
	Level 2	–	61	3	64
	Level 3	–	62	3	65
Visitor/Retail	Level 4	–	57	1	81
Resi. Parking		–	23	–	
Resi. Parking	Levels 5–8	8	388	8	404
Resi. Parking	Level 9	2	89	2	93
Resi. Parking	Level 10	–	40	–	40
Grand total					752

* 10 Compacted Spaces included in total
* 25 E.V.S.E. – Ready Spaces included in total
* 17 ADA Spaces included in total

UNIT MIX (23 LEVELS)

Unit Type	Area (Net)		Total # of units	%	NSF	
STUDIO						
ST 1	333 sf		40	12%	13,320 sf	
	Subtotal		**40**		**13,320 sf**	***333 avg sf/du***
1 Bedroom/ 1 Bathroom						
A1	691 sf		78	41%	53,898 sf	
A2	815 sf		19		15,485 sf	
A2.1	805 sf		19		15,295 sf	
A3	1,088 sf		19		20,672 sf	
	Subtotal		**135**		**105,350 sf**	***780 avg sf/du***
2 Bedroom / 2 Bathroom						
B1	997 sf		40	39%	39,880 sf	
B1A	1,005 sf		19		19,095 sf	
B1A.2	1,202 sf		1		1,202 sf	
B2	1,091 sf		21		22,911 sf	
B3	1,091 sf		8		8,728 sf	
B4	1,120 sf		20		22,400 sf	
B5	1,147 sf		20		22,940 sf	
	Subtotal		**129**		**137,156 sf**	***1,063 avg sf/du***
3 Bedroom / 2 Bathroom						
C1	1,324 sf		20	6%	26,480 sf	
	Subtotal		**20**		**26,480 sf**	***1,324 avg sf/du***
PENTHOUSE						
P1	1,793 sf	est.	2	3%	3,586 sf	
P2	1,886 sf	est.	1		1,886 sf	
P3	2,422 sf	est.	1		2,422 sf	
P4	2,008 sf	est.	1		2,008 sf	
P5	1,973 sf	est.	1		1,973 sf	
P6	2,719 sf	est.	1		2,719 sf	
P7	2,583 sf	est.	2		5,166 sf	
	Subtotal		**9**		**19,760 sf**	***2,196 avg sf/du***
Grand Total			**333 units**	100%	**302,066 sf**	***907 avg sf/du***

LOADING ZONE DATA

	REQUIRED	PROVIDED
Residential:	3 Berths (900 sf total)	3 Berths (1,060sf total)
Commercial:	2 Berths (420 sf each)	2 Berths (800sf each)

NORTH

SITE PLAN

SCALE: 1/16" = 1'–0"

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 272-9991

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell

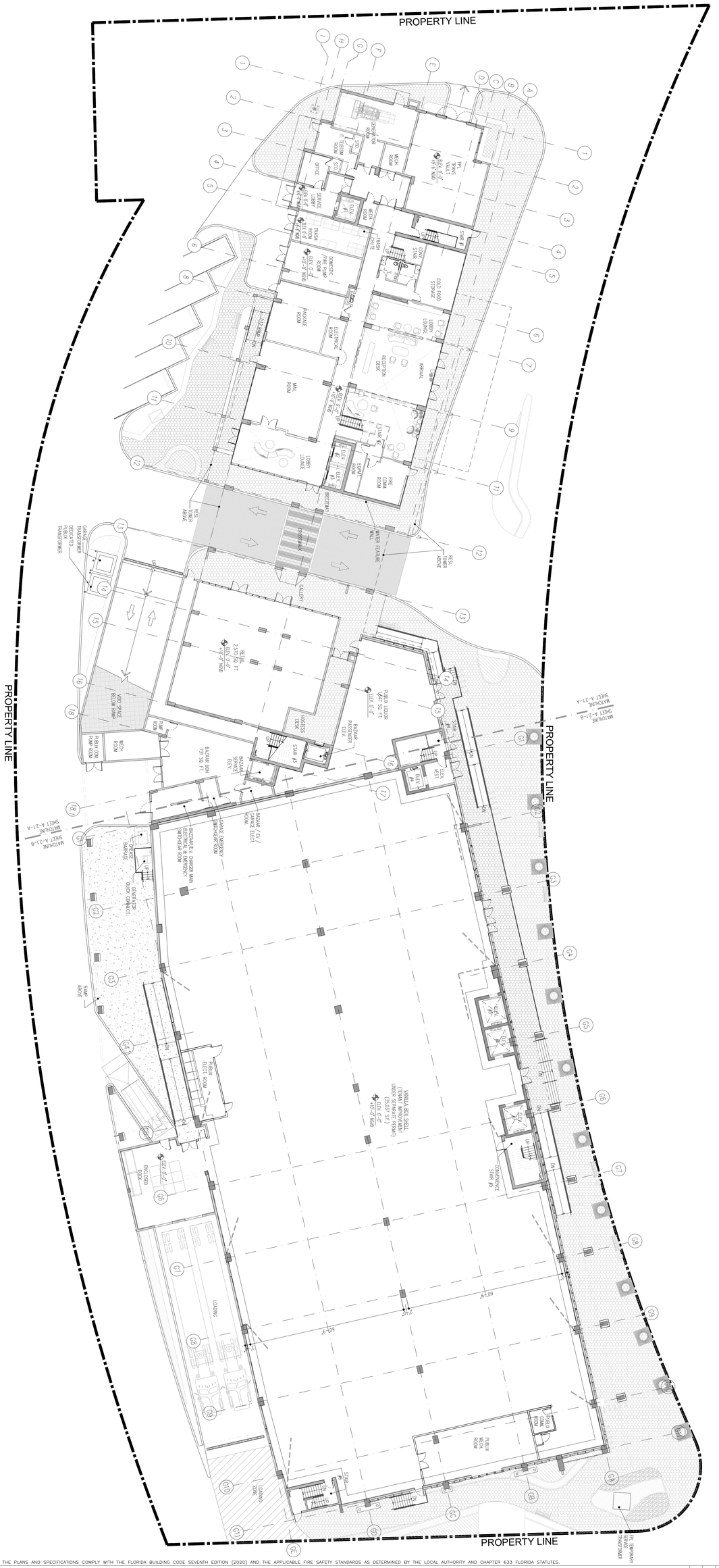
JOSE I. SAUMELL
AR0013085

BY	

F:\SAPCLIENT\SHOMA\Revit\Models\1952.4-SP1.rvt 8/16/2023 1:10:08 PM Admin

DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	SITE PLAN
SHEET NUMBER:	A-0.SP-1

656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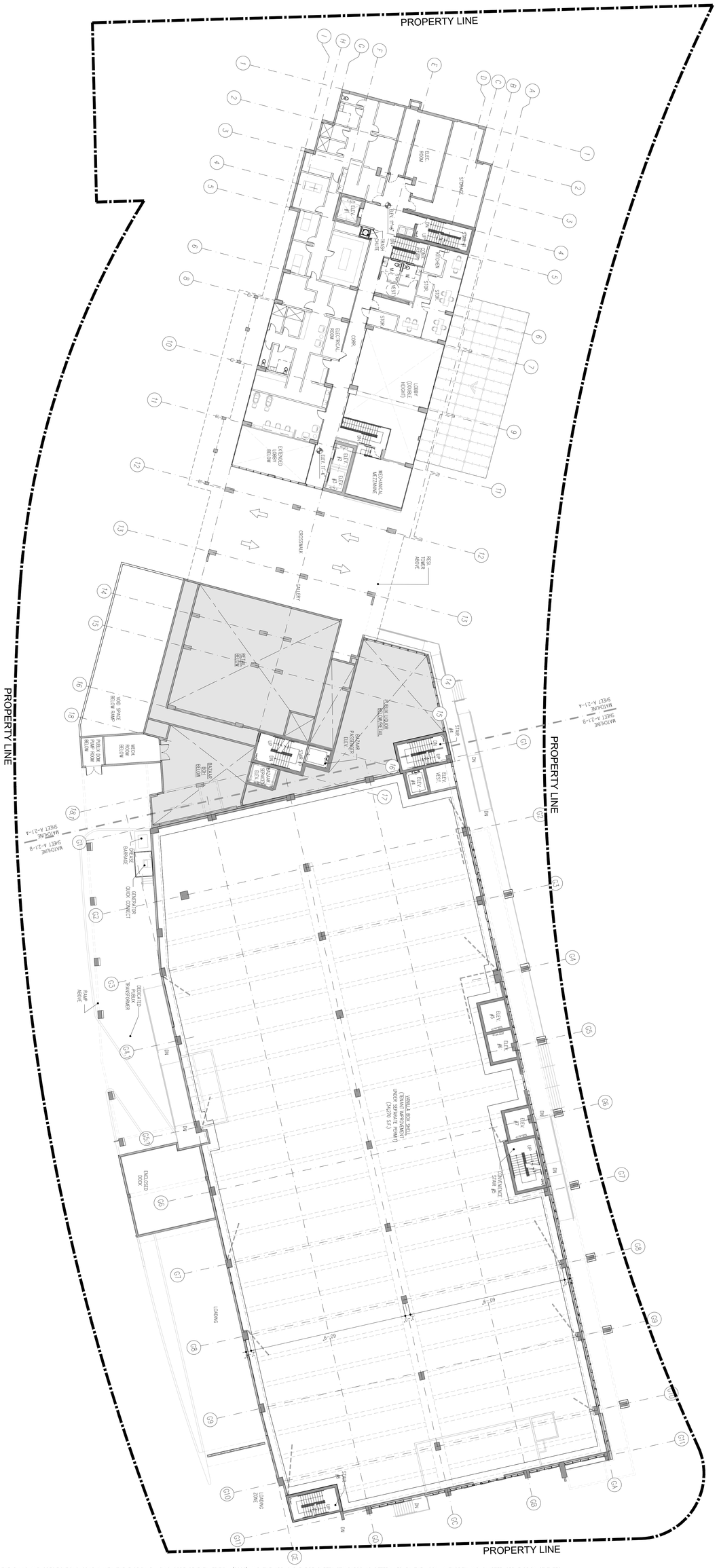
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
MATCHLINE SHEET A-2.1-B
MATCHLINE SHEET A-2.1-A
MATCHLINE SHEET A-2.1-A
MAIN TRANS VAULT
GENERATOR ROOM
MECH. ROOM
ELEC. ROOM
STO.
OFFICE
SECURITY LOBBY
ELEC.
MECH. ROOM
TRASH CHUTE
DOMESTIC PUMP ROOM
FIRE PUMP ROOM
COOK STAIR #5
COLD FOOD STORAGE
ELEVATOR LOUNGE
RECEPTION DESK
ARRIVAL
PACKAGE ROOM
ELEVATOR
MAIL ROOM
LOBBY LOUNGE
STAIR #4
ELEV.
ELEV.
ELEV.
ELEV.
JANITOR ROOM
FIRE COMMAND ROOM
BREEZEWAY
RAMP ABOVE
GARAGE TRANSFORMER PUBLIC ELEC. TRANSFORMER
RAMP
WATER FEATURE WALL
RAMP ABOVE
GALLERY
RETAIL 2,575 SQ. FT.
ELEV. 0'-0"
+10'-0" NGVD
PUBLIC RAMP BELOW RAMP
PUBLIC RAMP
PUBLIC PUMP ROOM
MECH. ROOM
BAZAAR 820 SQ. FT.
BAZAAR ELEC. ROOM
HOSTESS DESK
STAIR #3
PUBLIC VESTIBULE
PUBLIC TOILET 1,641 SQ. FT.
ELEV. 0'-0"
BAZAAR PASSENGER ELEV.
STAIR
ELEV.
ELEV.
ELEV.
ELEV.



NORTH

OVERALL MEZZANINE - PLAN

SCALE: 1/16" = 1'-0"

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

MSA ARCHITECTS
ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC.
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8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

JOSE I. SALMUELL
AR0013265

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

DRAWN	BY
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PNJ
SHEET TITLE:	OVERALL MEZZANINE - PLAN
SHEET NUMBER:	A-2.1M

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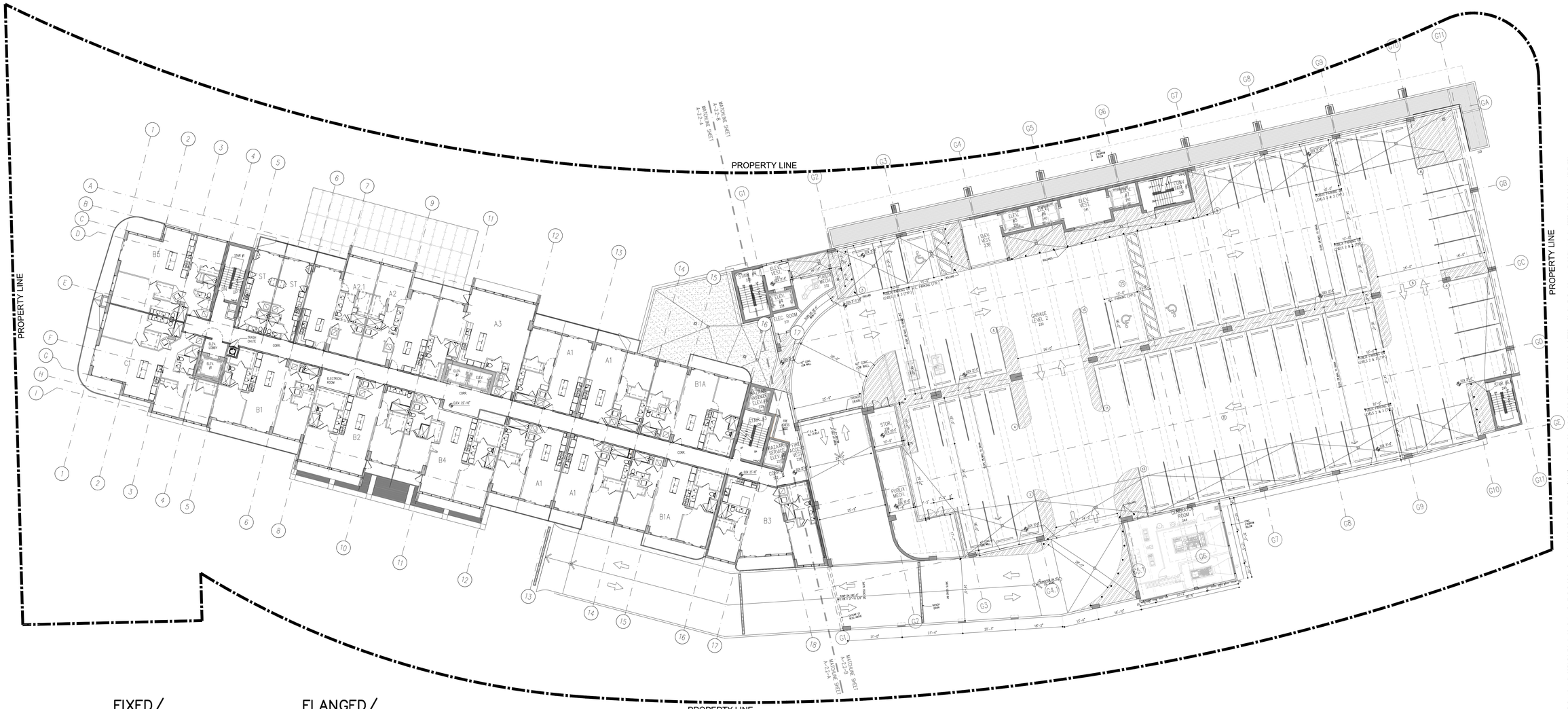
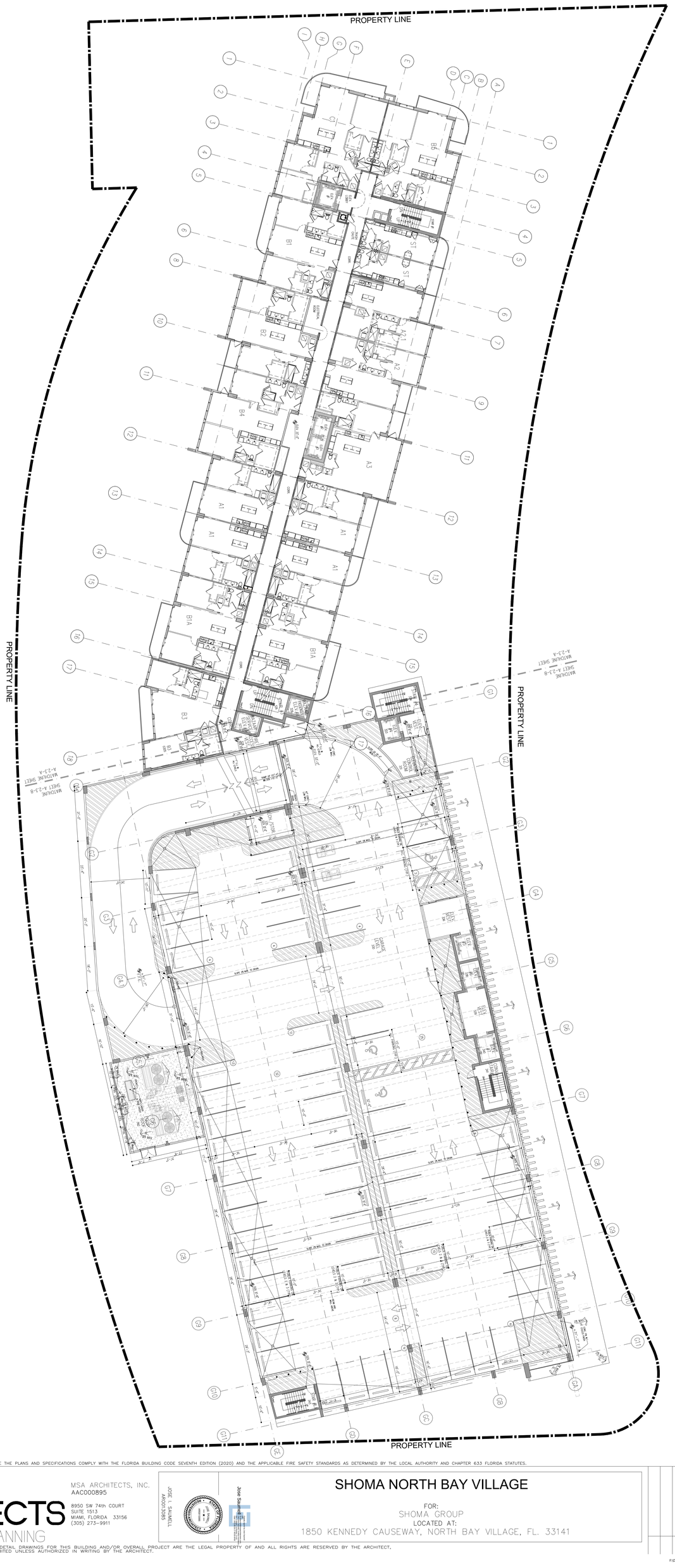

PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
MATCHLINE SHEET A-2.2-B
MATCHLINE SHEET A-2.2-A
MATCHLINE SHEET A-2.2-A
MATCHLINE SHEET A-2.2-B
GARAGE LEVEL 2 1/2"=1'-0"
B5
B1
B2
B4
B3
A2.1
A2
A3
A1
B1A
ST
ST
ELEC. ROOM
ELEV. MECH.
ELEV. PIT
ELEV. OVERRUN
ELEV. VEST.
STAIR #1
STAIR #2
STAIR #3
TRASH CHUTE
CORR.
ELEV. LOBBY
ELECTRICAL ROOM
FIRE ALARM SERVICE ELEV.
PUBLIC MECH.
STOR.
GARAGE LEVEL 2
POOL
ROOM
104
PUBLIC PARKING (1 HC PARKING (1HP))
PUBLIC PARKING (USES 2 & 3 (1HP))
15'-0" PARKING (1HP)
16'-0" PARKING (USES 2 & 3 (1HP))
16'-0" PARKING (USES 2 & 3 (1HP))
16'-0" PARKING (USES 2 & 3 (1HP))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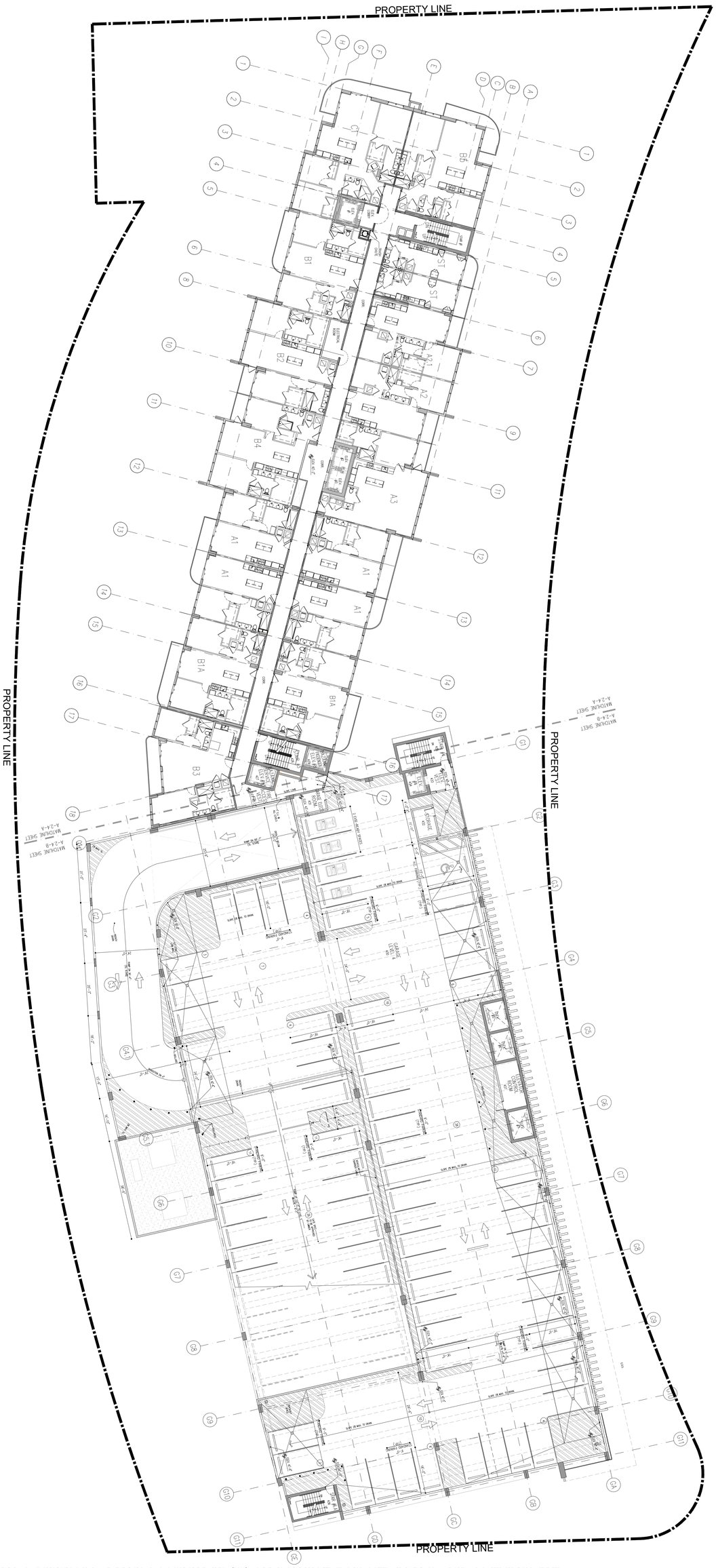
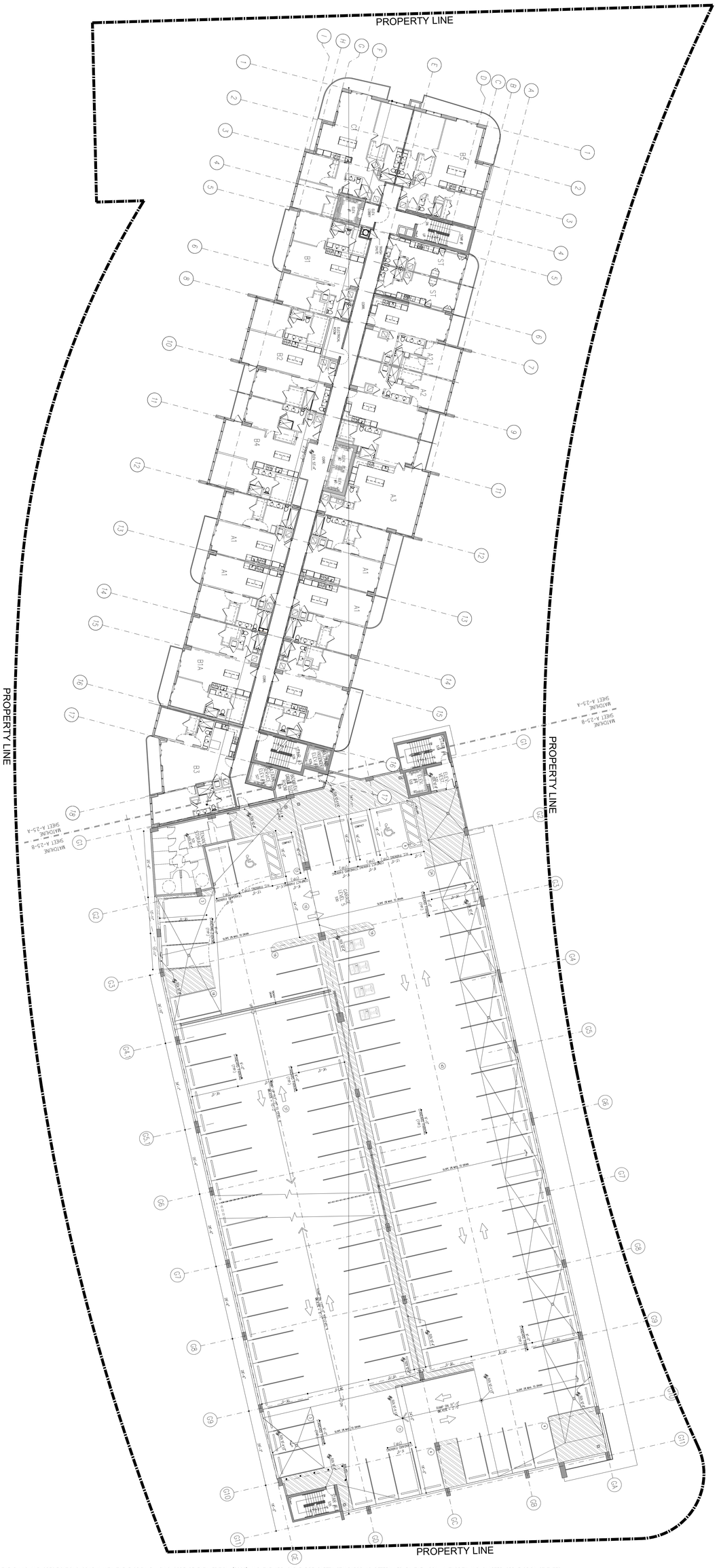
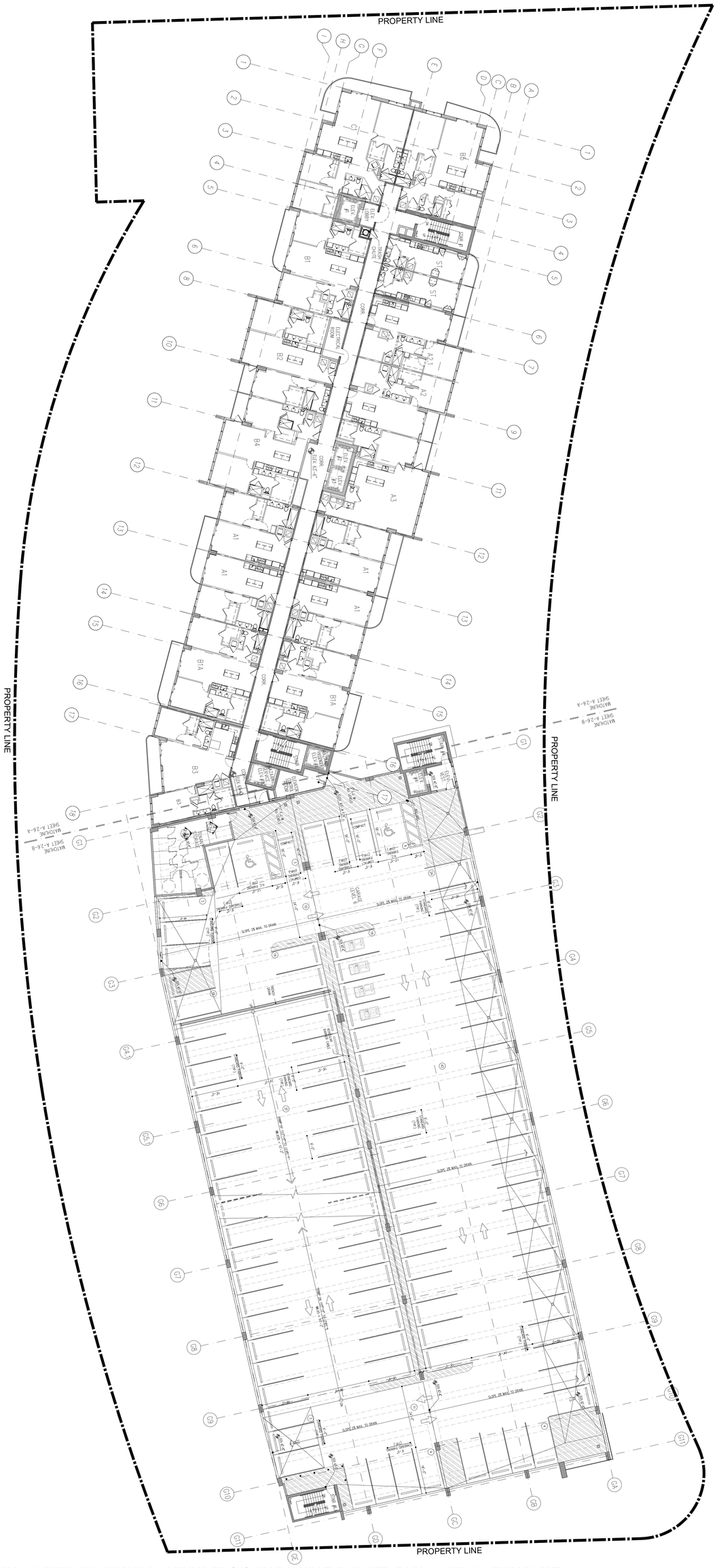
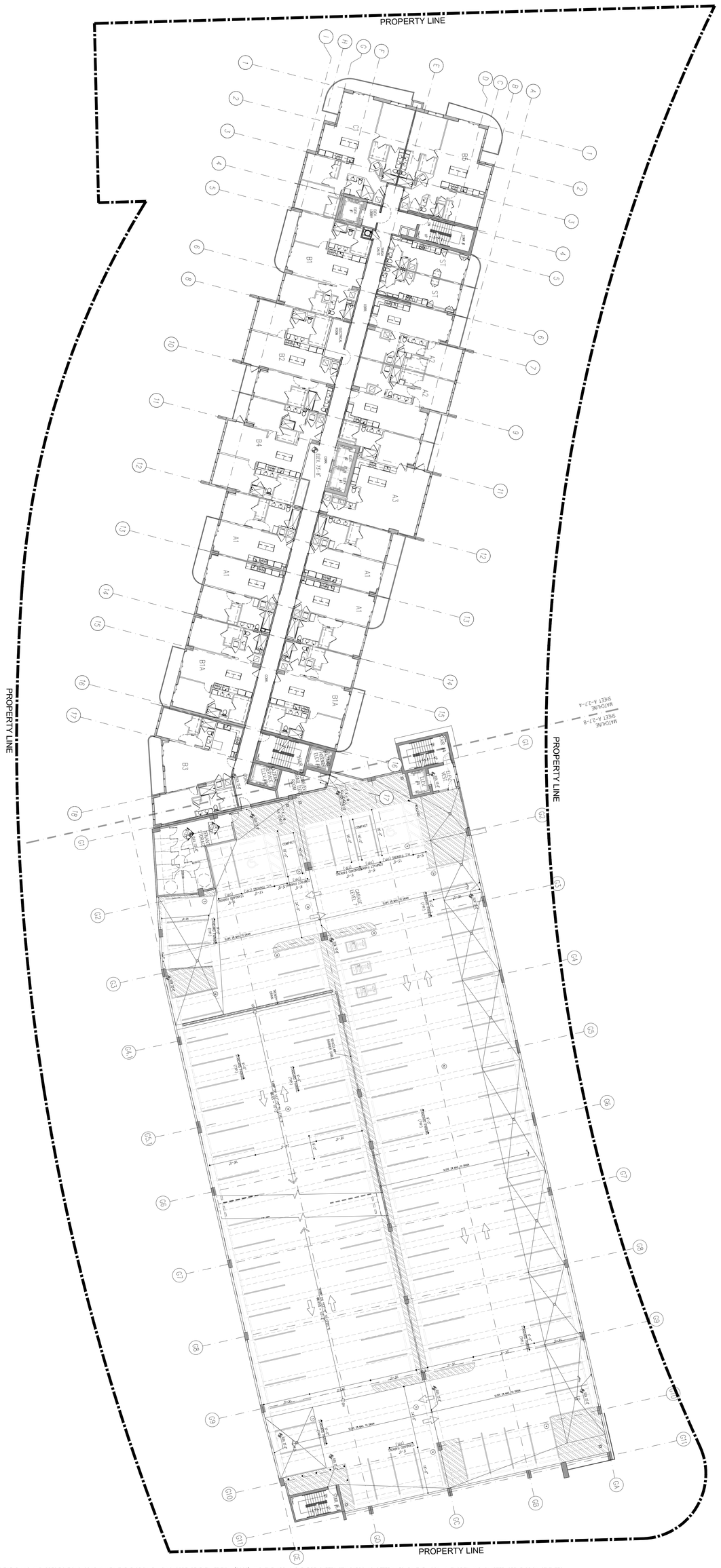
PROPERTY LINE
PROPERTY LINE
MATCHLINE SHEET A-2.3-B
MATCHLINE SHEET A-2.3-A
MATCHLINE SHEET A-2.3-B
MATCHLINE SHEET A-2.3-A
B4
B1
B2
B4
A3
A1
A1
A1
A1
B1A
B1A
B3
ST1
ST1
ST1


PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
MATCHLINE SHEET A-2.4-A
MATCHLINE SHEET A-2.4-B
MATCHLINE SHEET A-2.4-A
MATCHLINE SHEET A-2.4-B
B4
B1
ST1
ST
B2
A2
A3
B4
A1
A1
A1
A1
B1A
B1A
B3
GARAGE LEVEL 4
GARAGE LEVEL 4
STORAGE
STORAGE
LAUNDRY
LAUNDRY
LAUNDRY
LAUNDRY
TRASH ROOM
TRASH ROOM
ELEV. MACH. ROOM
ELEV. MACH. ROOM
ELEV. MACH.


PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
MATCHLINE SHEET A-2.5-B
MATCHLINE SHEET A-2.5-A
MATCHLINE SHEET A-2.5-B
MATCHLINE SHEET A-2.5-A
B4
B1
ST1
ST1
B2
A2
B4
A3
A1
A1
A1
A1
B1A
B3
ELEV. #1
ELEV. #2
ELEV. #3
ELEV. #4
ELEV. #5
ELEV. #6
ELEV. #7
ELEV. #8
ELEV. #9
ELEV. #10
ELEV. #11
ELEV. #12
ELEV. #13
ELEV. #14
ELEV. #15
ELEV. #16
ELEV. #17
ELEV. #18
ELEV. #19
ELEV. #20
ELEV.


PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
MATCHLINE SHEET A-2.6-B
MATCHLINE SHEET A-2.6-A
MATCHLINE SHEET A-2.6-B
MATCHLINE SHEET A-2.6-A
GARAGE LEVEL 6
SLOPE 2% MAX. TO DRAIN
CORR
STAIR 1
STAIR 2
ELEV. 1
ELEV. 2
ELEV. 3
ELEV. 4
ELEV. 5
ELEV. 6
ELEV. 7
ELEV. 8
ELEV. 9
ELEV. 10
ELEV. 11
ELEV. 12
ELEV. 13
ELEV. 14
ELEV. 15
ELEV. 16
ELEV. 17
ELEV. 18
ELEV. 19
ELEV. 20
ELEV.



NORTH

OVERALL LEVEL 7 - PLAN

17 UNITS

SCALE: 1/16" = 1'-0"

PLANNING & ZONING 08/29/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

MSA ARCHITECTS
ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC.
AAC000895

8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

JOSE I. SALMELL
AR0013085

Jose Salmell
Digitally signed by Jose Salmell
Date: 2023.08.29 15:47:39 -04'00'

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

DRAWN
CONTRACT DATE
SCALE: AS SHOWN
JOB NO.: 1952.PRJ
SHEET TITLE: OVERALL LEVEL 7 - PLAN
SHEET NUMBER: A-2.7

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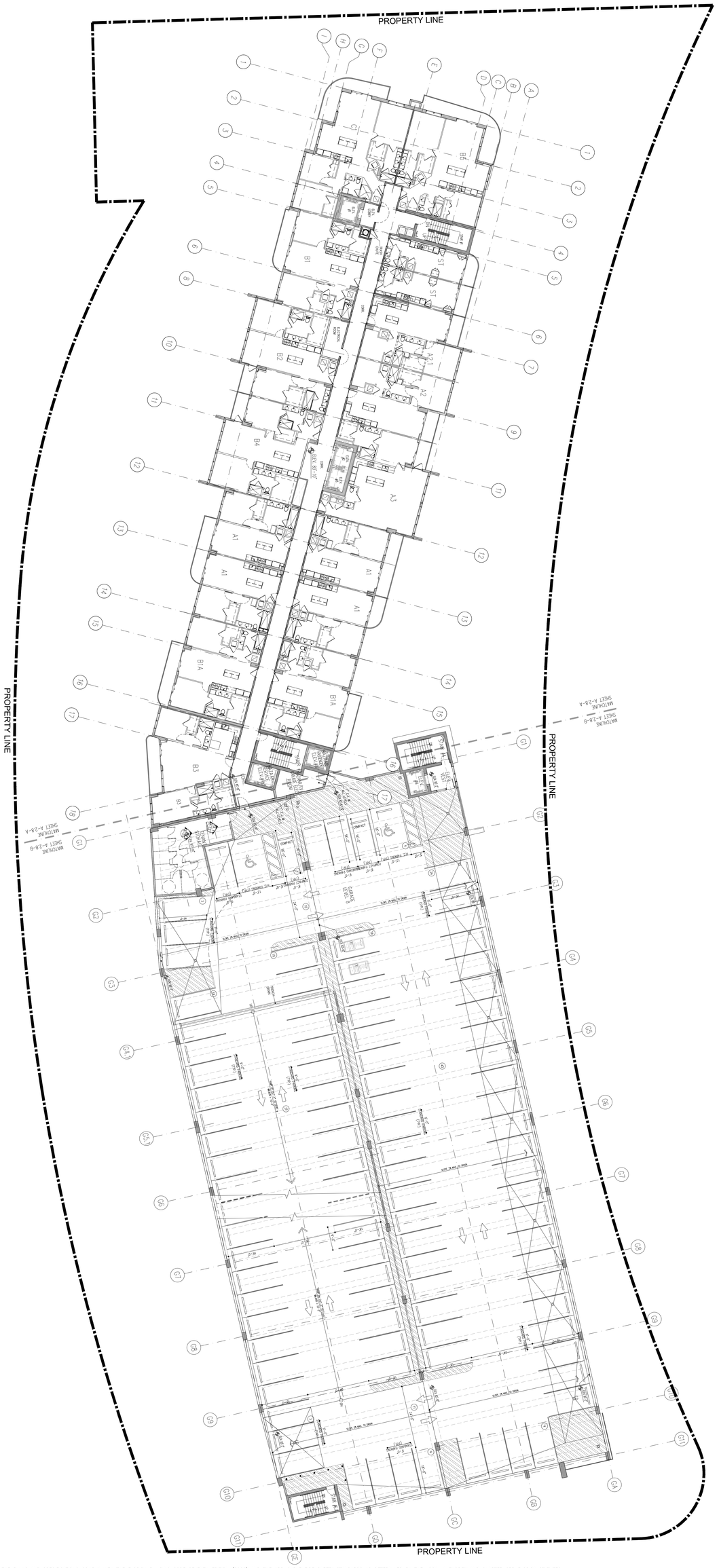
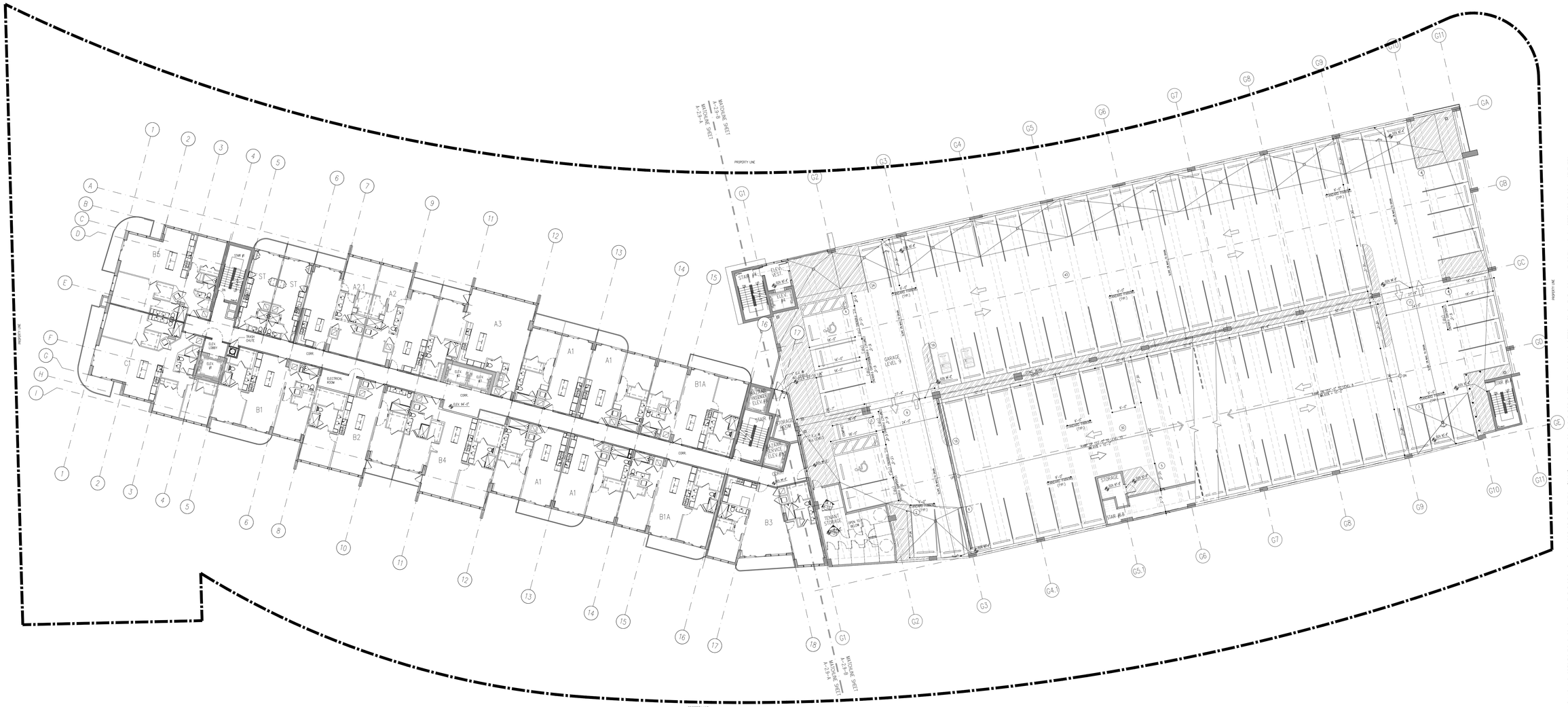
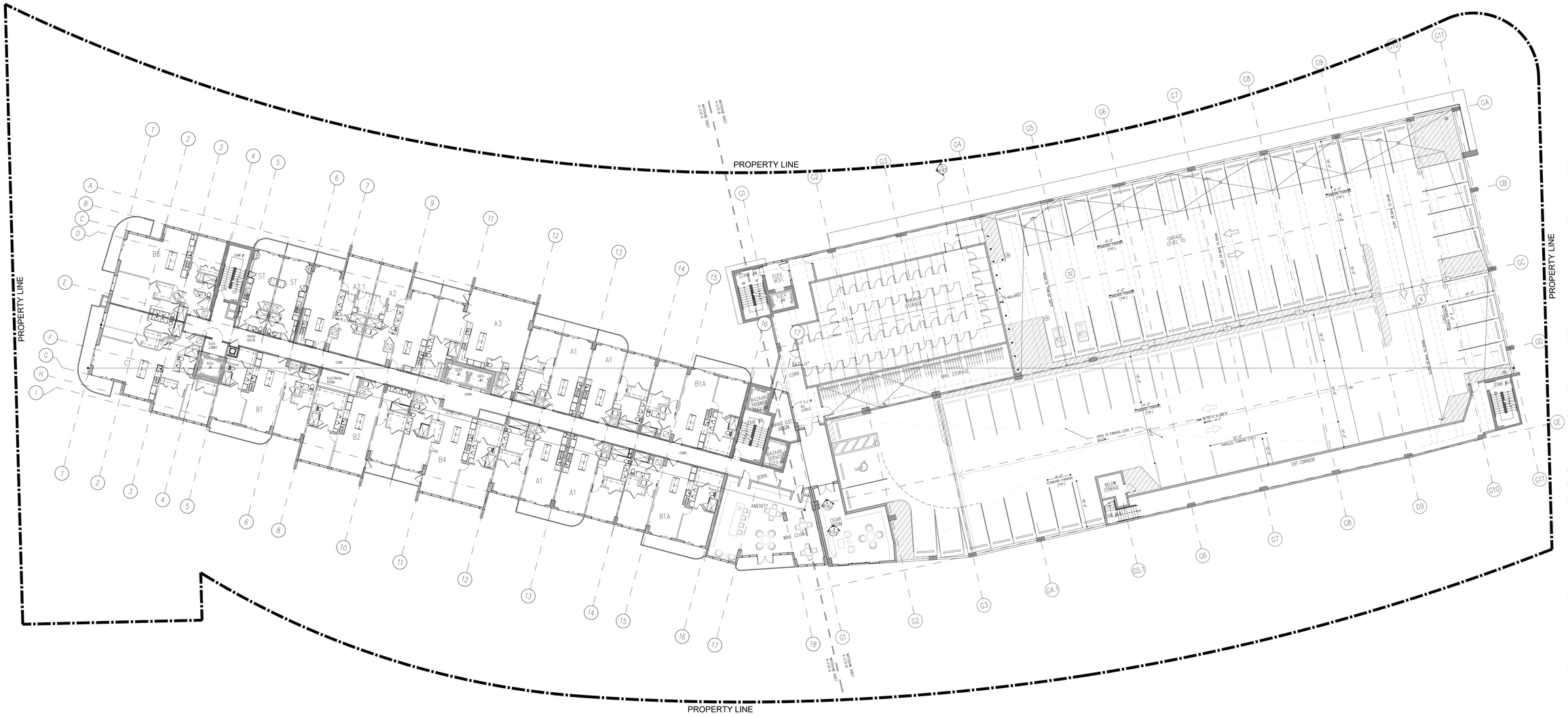

PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
MATCHLINE SHEET A-2.8-B
MATCHLINE SHEET A-2.8-A
MATCHLINE SHEET A-2.8-B
MATCHLINE SHEET A-2.8-A
GARAGE LEVEL 8
B1
B1A
B2
B3
B4
A1
A2
A3
ST1
ST2
ELEV. 87'-10"
ELEV. 98'-0"
ELEV. 108'-2"
ELEV. 118'-4"
ELEV. 128'-6"
ELEV. 138'-8"
ELEV. 148'-10"
ELEV. 159'-0"
ELEV. 169'-2"
ELEV. 179'-4"
ELEV. 189'-6"
ELEV. 199'-8"
ELEV. 209'-10"
ELEV. 220'-0"
ELEV. 230'-2"
ELEV. 240'-4"
ELEV. 250'-6"
ELEV. 260'-8"
ELEV.


PROPERTY LINE
MATCHLINE SHEET A-2.9-B
MATCHLINE SHEET A-2.9-A
B5
B1
B2
B4
B1A
B3
A2.1
A2
A3
A1
CORR.
ELEC. RM.
TRASH CHUTE
ELEV. LOBBY
GARAGE LEVEL 9
TENANT STORAGE
OPEN TO BELOW
STORAGE
CHAIR RAIL
ELEC. RM.
ELEV. PIT
ELEV. OVER RUN
ELEV. MACH. ROOM
STAIR #4
STAIR #5
STAIR #6
STAIR #7
STAIR #8
STAIR #9
STAIR #10
STAIR #11
STAIR #12
STAIR #13
STAIR #14
STAIR #15
STAIR #16
STAIR #17
STAIR #18
STAIR #19
STAIR #20
STAIR #21
STAIR #22
STAIR #23
STAIR



OVERALL LEVEL 10 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PLANNING & ZONING 08/29/2023

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell

JOSE I. SAUMELL
AR0013085

MSA ARCHITECTS, INC.
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SUITE 1513
MIAMI, FLORIDA 33156
(305) 272-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633, FLORIDA STATUTES.

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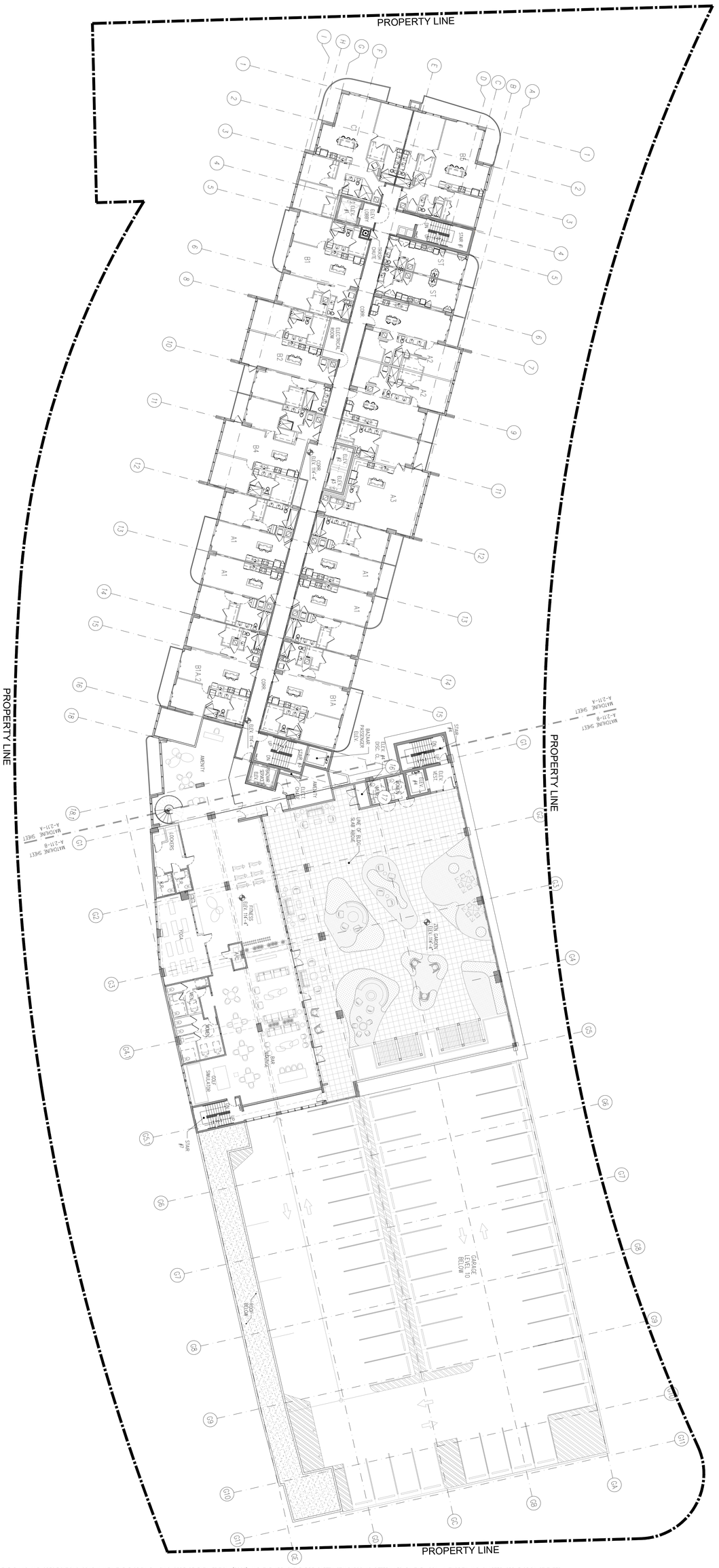
DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 10 - PLAN
SHEET NUMBER:	A-2.10

I:\MSA\JOBS\1952.prj\Revised\1952-A2.10.dwg 8/28/2023 4:25:56 PM Ofelia.LM


PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
MATCHLINE SHEET A-211-B
MATCHLINE SHEET A-211-A
MATCHLINE SHEET A-211-A
MATCHLINE SHEET A-211-B
B4
B1
B2
A3
A1
A1
A1
A1
B1A.2
B1A
CORR
CORR
CORR
CORR
ELEV. #1
ELEV. #2
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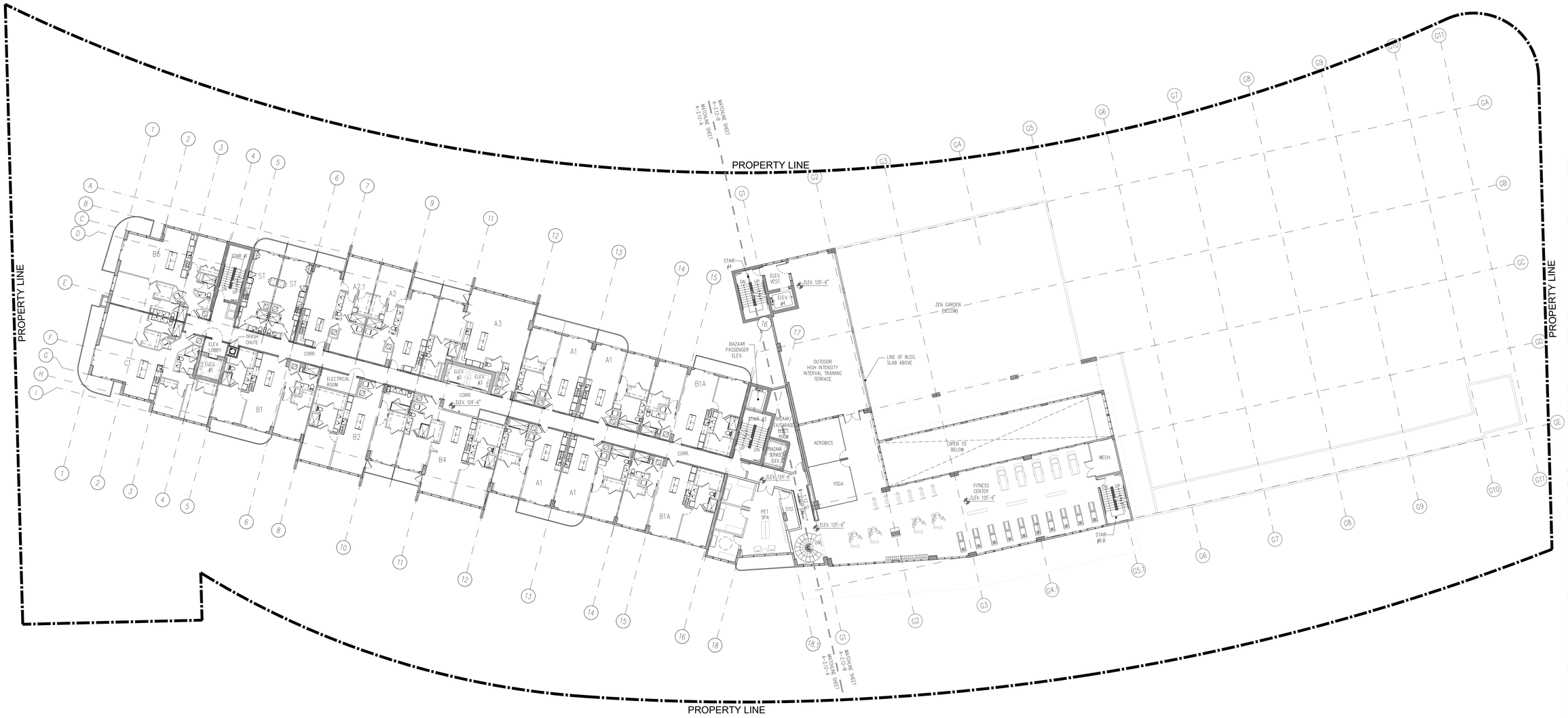
ELEV. #4
ELEV. #4
ELEV. #4



OVERALL LEVEL 12 - PLAN (FITNESS CENTER)

16 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

	BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

JOSE I. SAUMELL
AR0013085

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8950 SW 74th COURT
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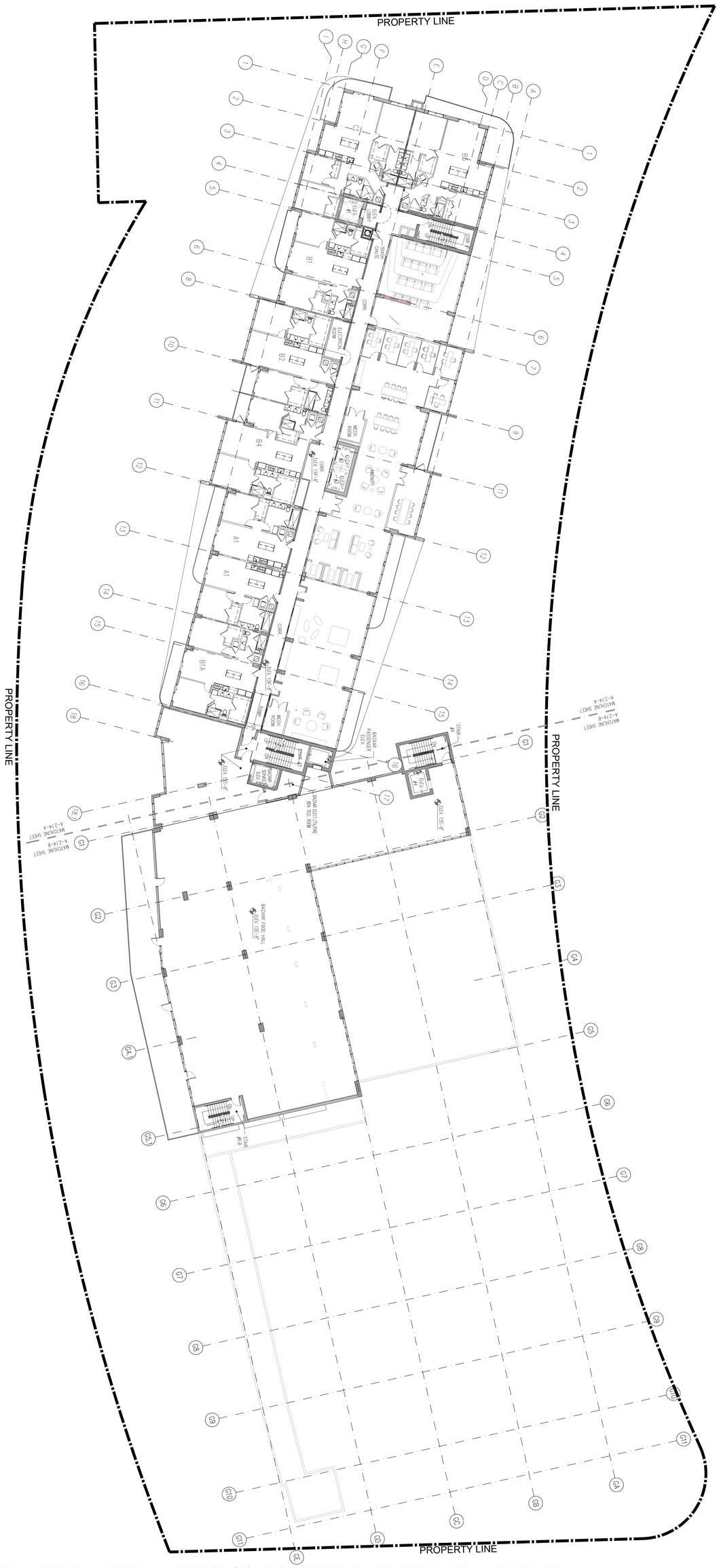
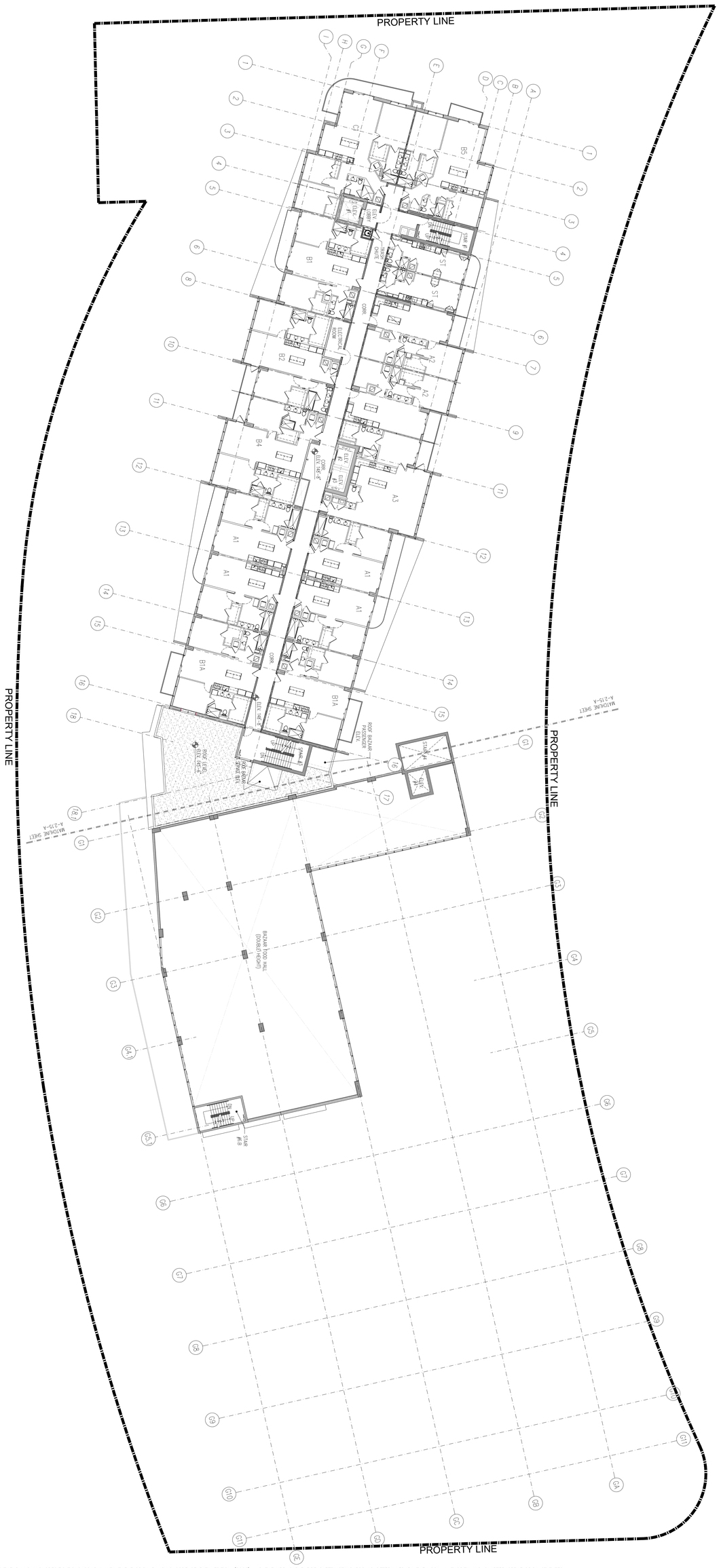
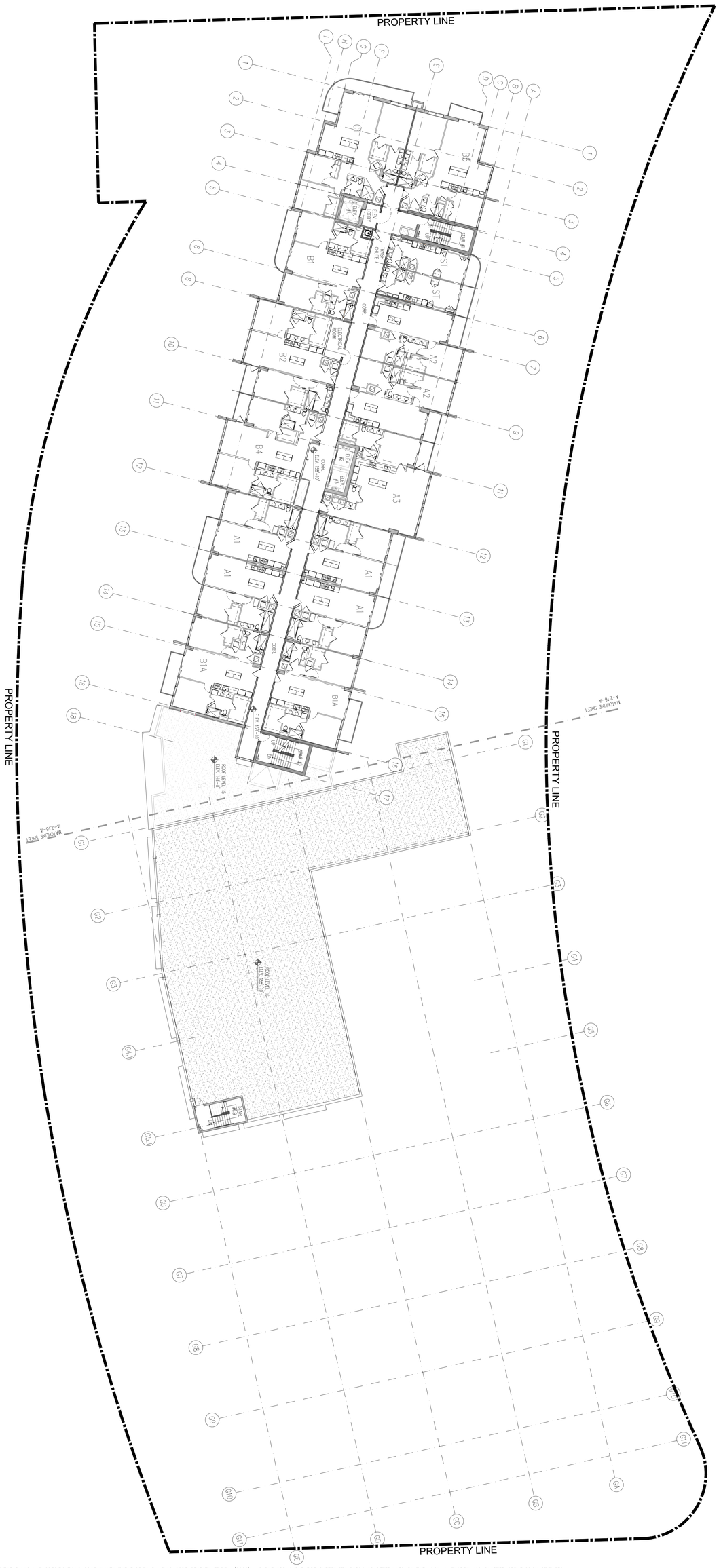
DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 12 - PLAN (FITNESS CENTER)
SHEET NUMBER:	A-2.12


PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
MATCHLINE SHEET A-2.14-B
MATCHLINE SHEET A-2.14-A
MATCHLINE SHEET A-2.14-A
MATCHLINE SHEET A-2.14-B
B1
B2
B4
A1
A1
B1A
B5
B6
CORR.
ELEV. 13'-8"
MECH. ROOM
AMENITY
STAIR #4
ELEV. #4
BAZAAR PASSENGER ELEV.
BAZAAR FREIGHT ELEV.
BAZAAR FOOD HALL
BAZAAR ELEC./MDF/BDF BAS TELE ROOM
STAIR #5
ELEV. #5
STAIR #6
ELEV. #6
STAIR #7
ELEV. #7
STAIR #8
ELEV. #8
ELEV. 13'-8"
ELEV. 13'-8"
ELEV. 13'-8"


PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
PROPERTY LINE
MATCHLINE SHEET A-2.15-A
MATCHLINE SHEET A-2.15-A
C1
B5
B1
B2
B4
A1
A2
A3
B1A
ST
CORR
ELEV
ELEV. MACH. ROOM
ROOF LEVEL 194'-0"
ROOF LEVEL 194'-0"
ROOF BASKIN PASSENGER ELEV.
ROOF LEVEL 194'-0"
ROOF LEVEL 194'-0"
ROOF LEVEL 194'-0"



OVERALL LEVEL 16- PLAN

16 DUS/FL = 112 UNITS SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

DRAWN

CONTRACT DATE

SCALE AS SHOWN

JOB NO. 1952.PRJ

SHEET TITLE: OVERALL LEVEL 16- PLAN

SHEET NUMBER: A-2.16

MSA ARCHITECTS
ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

JOSE I. SALMUELL
AR0013285
STATE OF FLORIDA

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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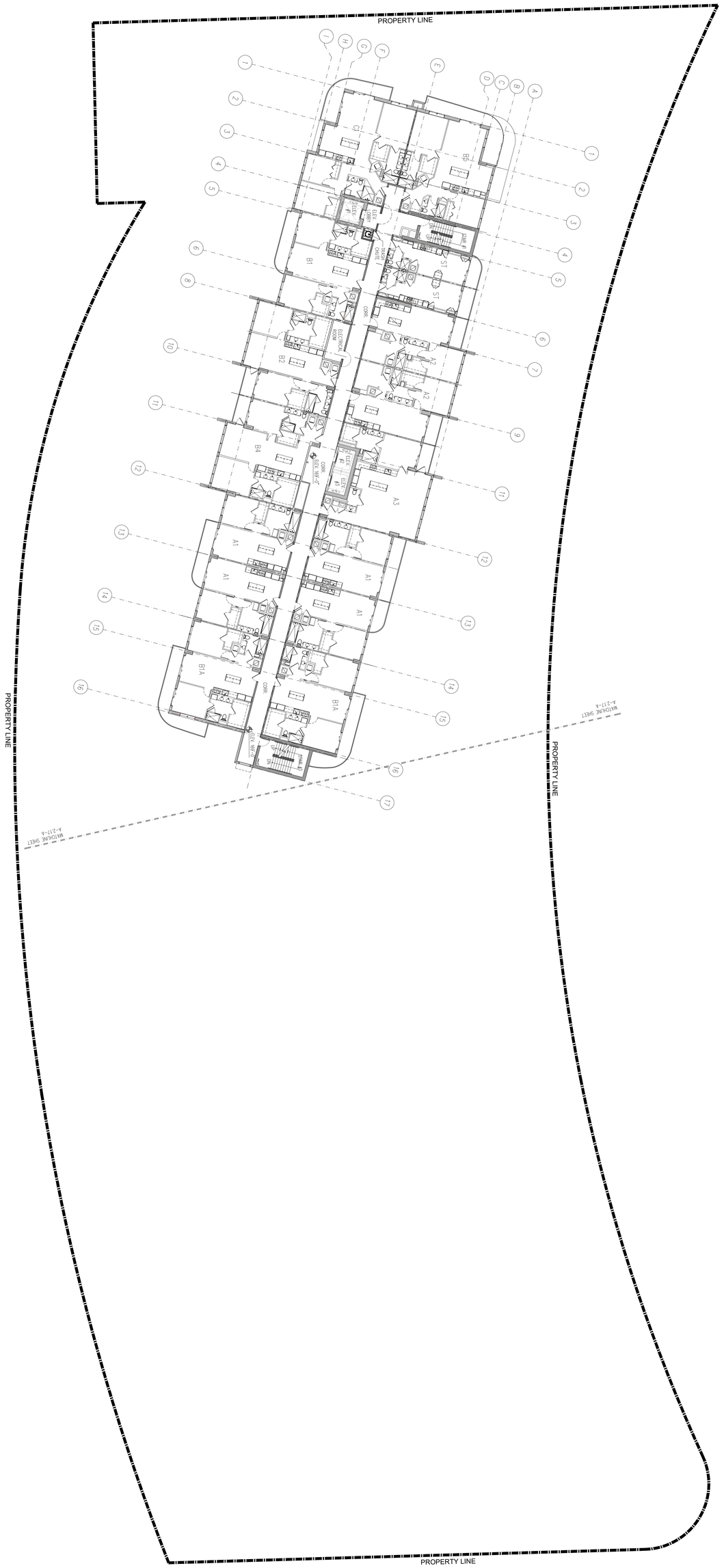
PROPERTY LINE
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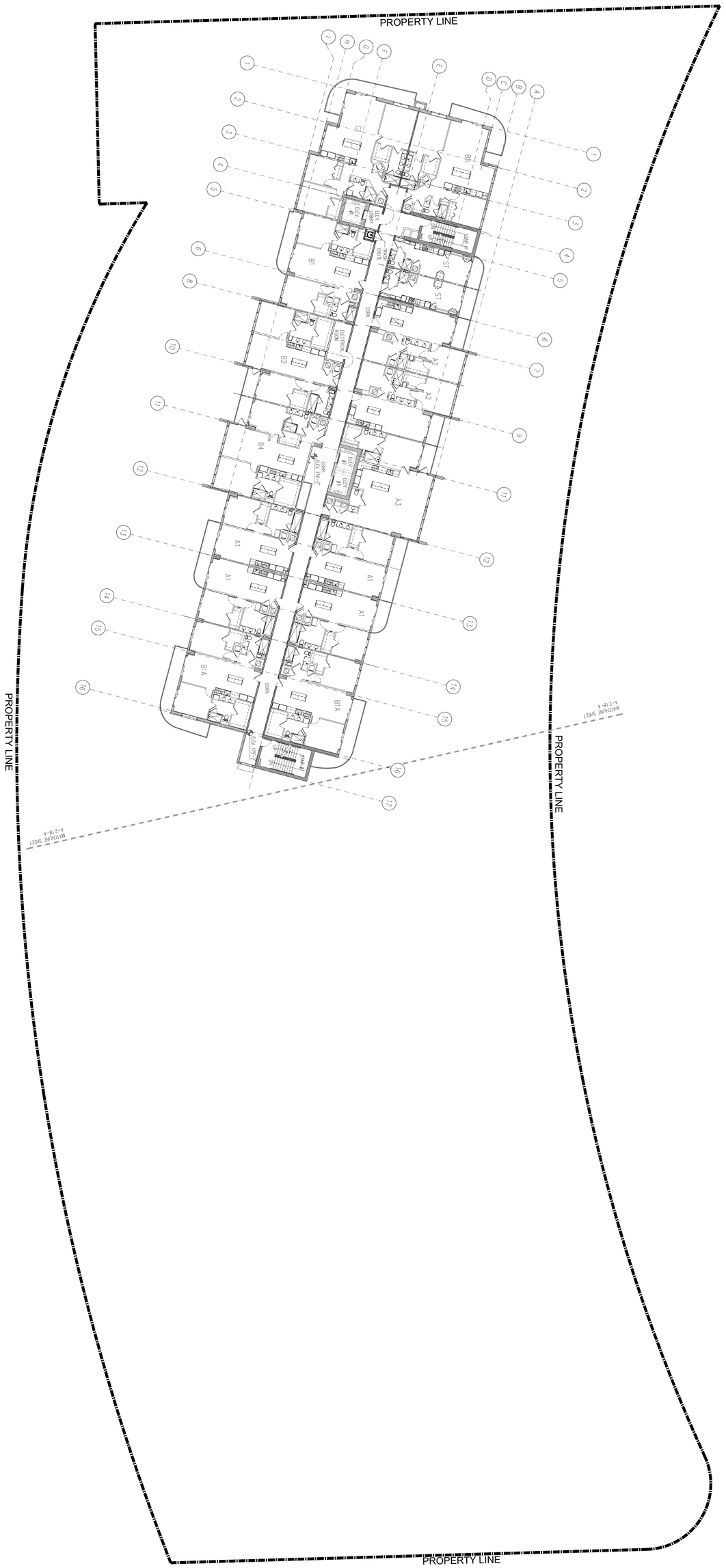
PROPERTY LINE
PROPERTY LINE
MATCHLINE SHEET A-2.17-A
MATCHLINE SHEET A-2.17-A
C1
B1
B2
B4
A1
A1
A1
A1
B1A
B1A
ST1
ST1
A2
A3
ELEV. 198'-0"
ELEV. 198'-0"
ELEV. 198'-0"



NORTH

OVERALL LEVEL 18 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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JOSE I. SALAMUEL
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STATE OF FLORIDA
JOSE I. SALAMUEL
REGISTERED ARCHITECT
No. AR0013285

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
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CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 18 - PLAN
SHEET NUMBER:	A-2.18

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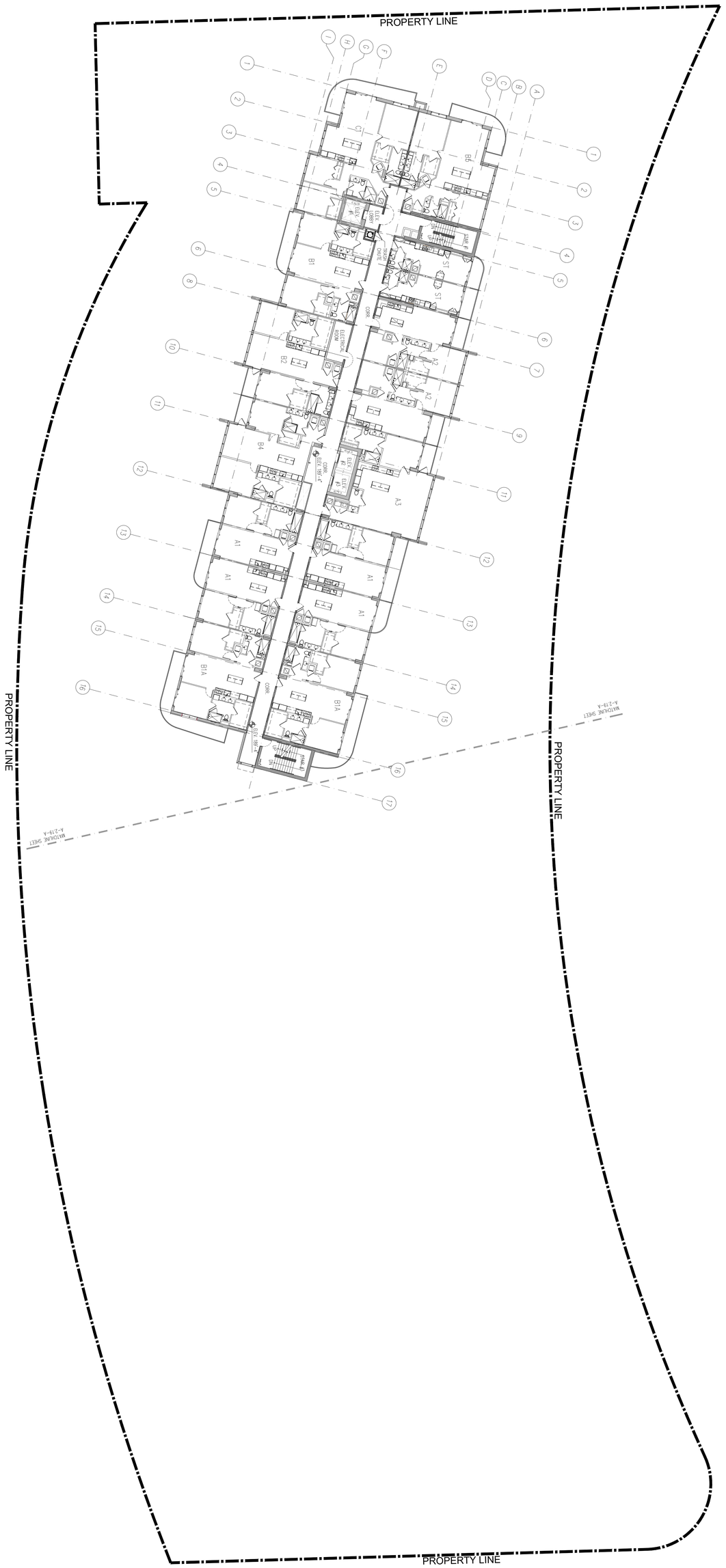
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C1
B1
B2
B4
A1
A1
B1A
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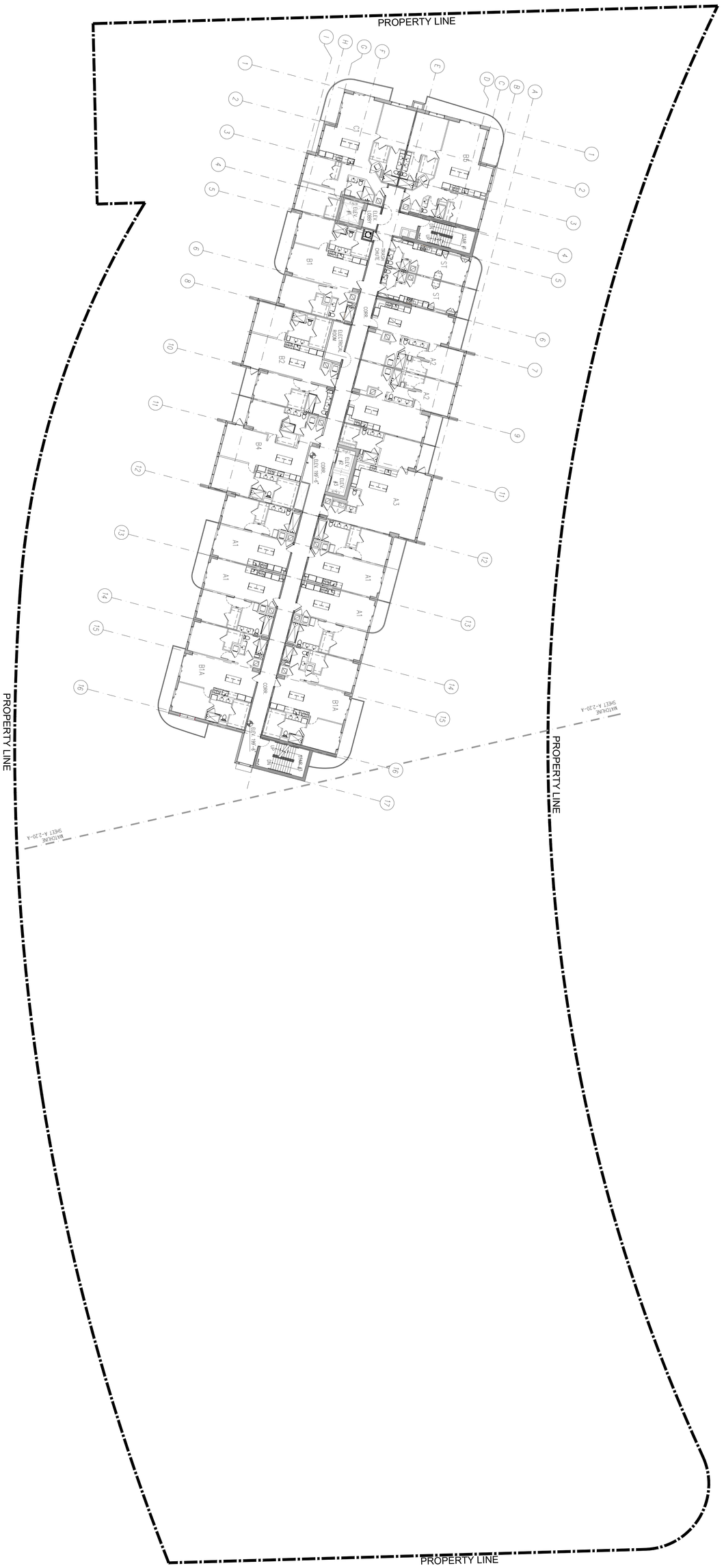
A3
A2
ST1
ST2
CORR
ELEV. 198'-4"
ELEV. 198'-4"
ELEV. 198'-4"



OVERALL LEVEL 20 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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SHOMA NORTH BAY VILLAGE

FOR:
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CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	OVERALL LEVEL 20 - PLAN
SHEET NUMBER:	A-2.20

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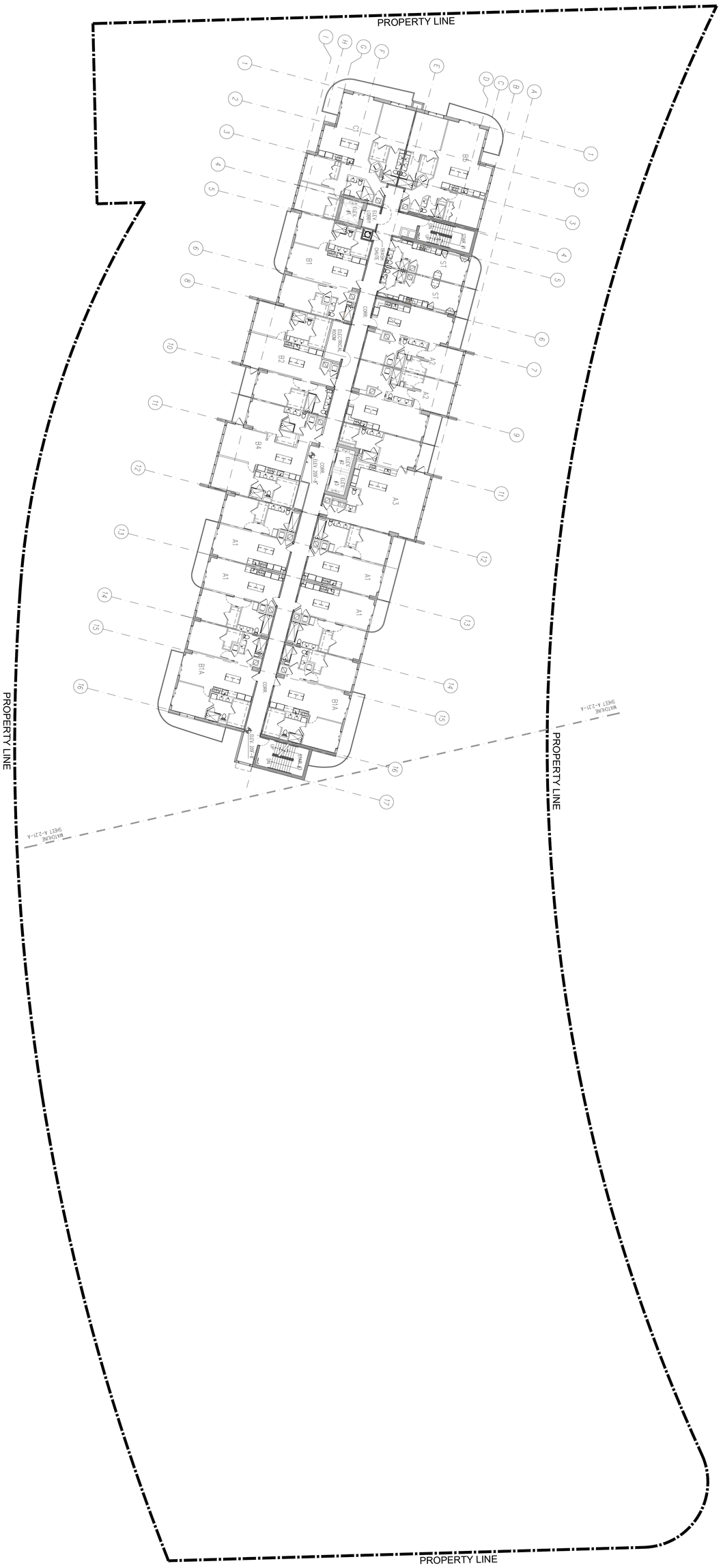

NORTH

OVERALL LEVEL 21 - PLAN

16 UNITS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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SCALE AS SHOWN

JOB NO. 1952.PRJ

SHEET TITLE: OVERALL LEVEL 21 - PLAN

SHEET NUMBER: A-2.21

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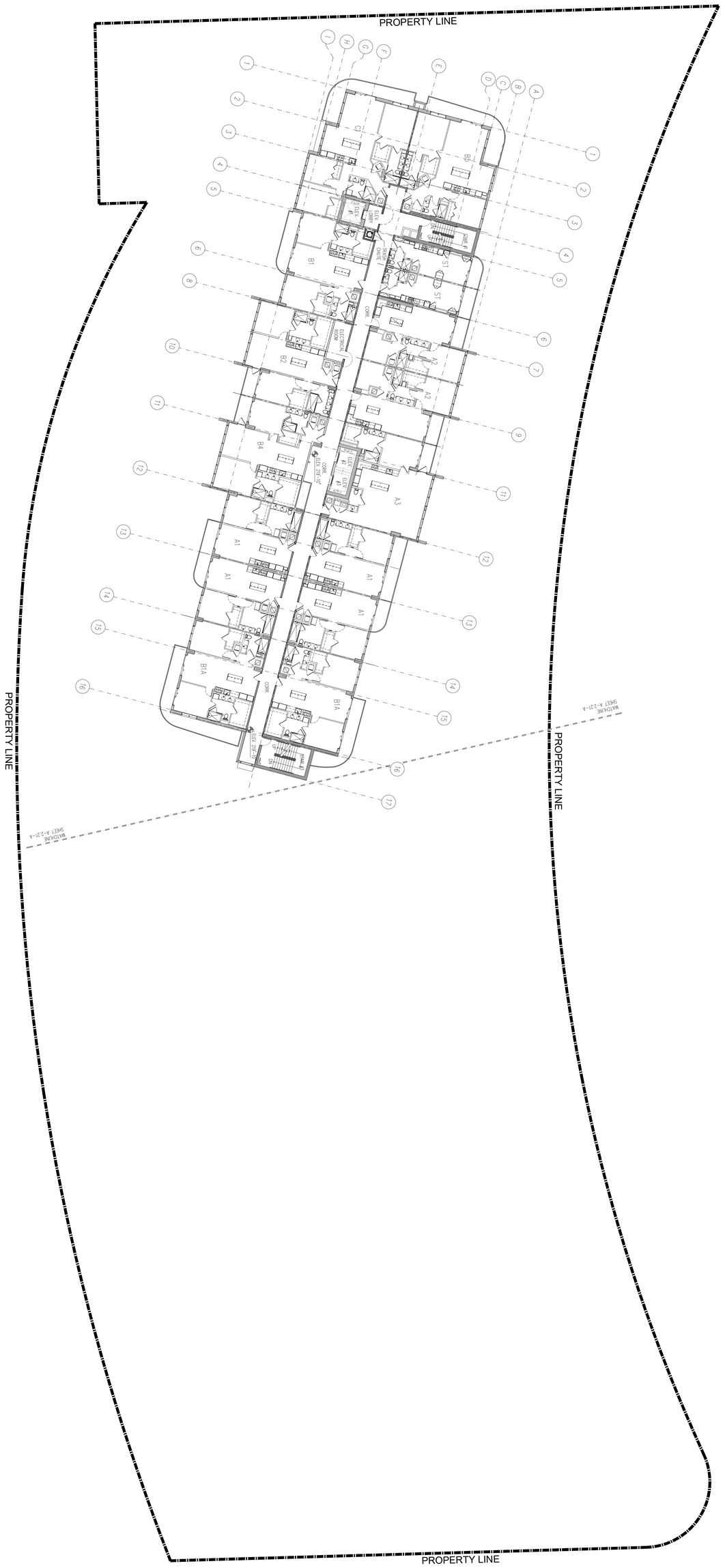
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WATCH SHEET A-2.21-A
C1
B1
B2
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A1
A1
A1
A1
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A3
A2
ST1
ST1
DOOR
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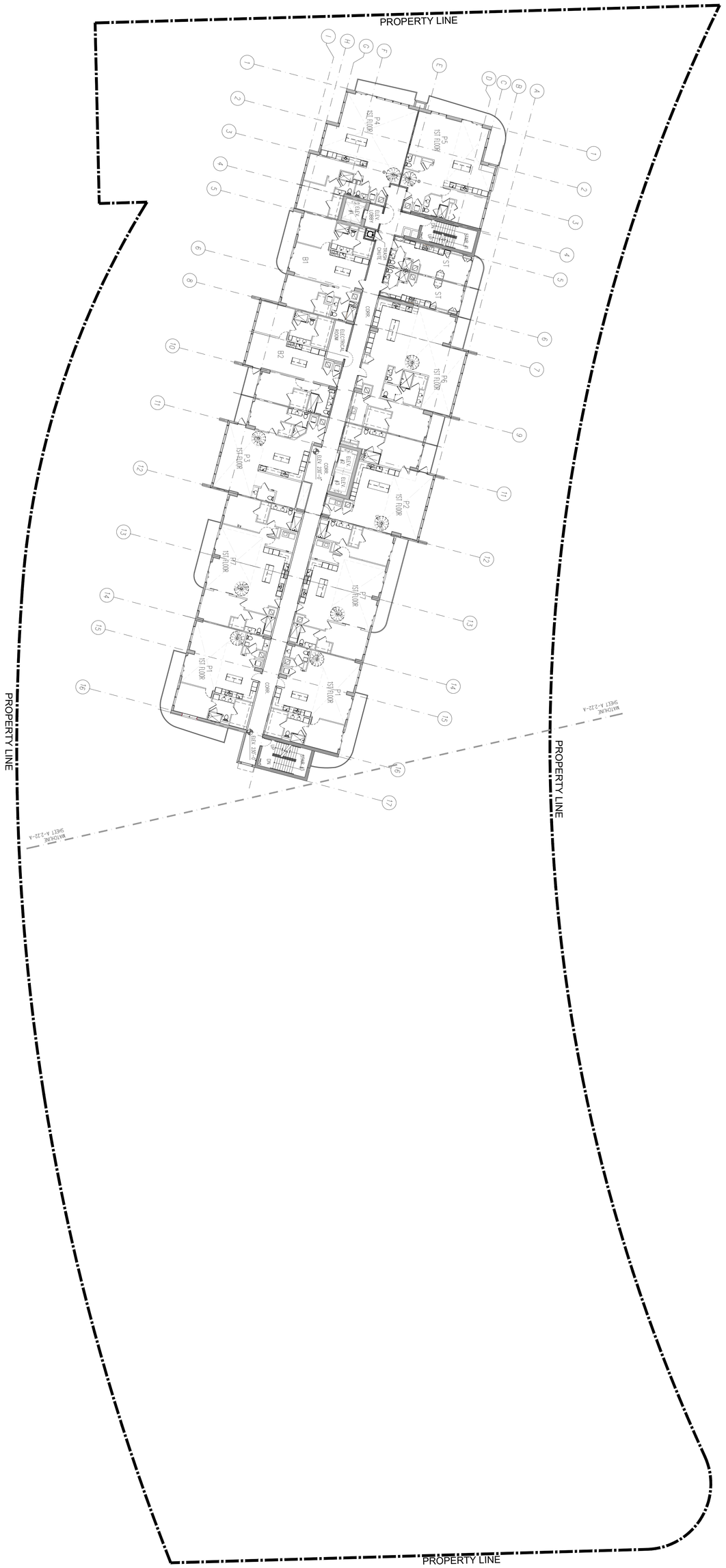
DOOR
DOOR
ELEV.
ELEV.
ELEV.



OVERALL LEVEL 23 - PLAN (FIRST FLOOR)

13 UNITS

SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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JOSE I. SALMUELL
AR0013265
REGISTERED ARCHITECT

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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SHEET TITLE:	OVERALL LEVEL 23 - PLAN
SHEET NUMBER:	A-2.23

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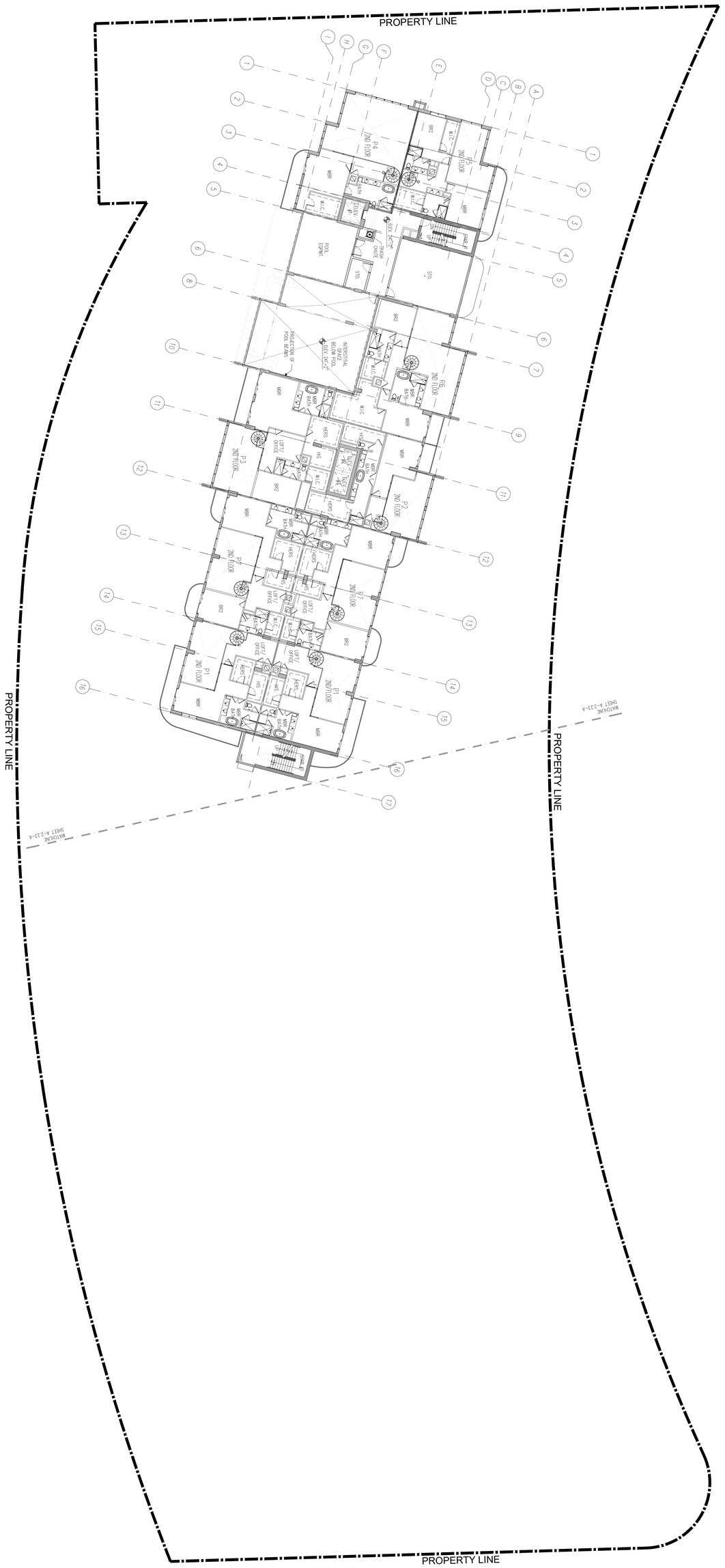

OVERALL LEVEL 23.2 - PLAN (SECOND FLOOR)

(REFER TO A-2.22 FOR UNIR COUNT) SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE: OVERALL LEVEL 23 - PLAN
SHEET NUMBER: A-2.23.2

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JOSE I. SAAVEDRA
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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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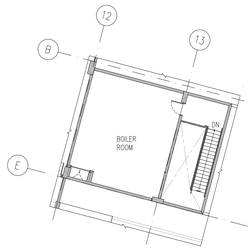
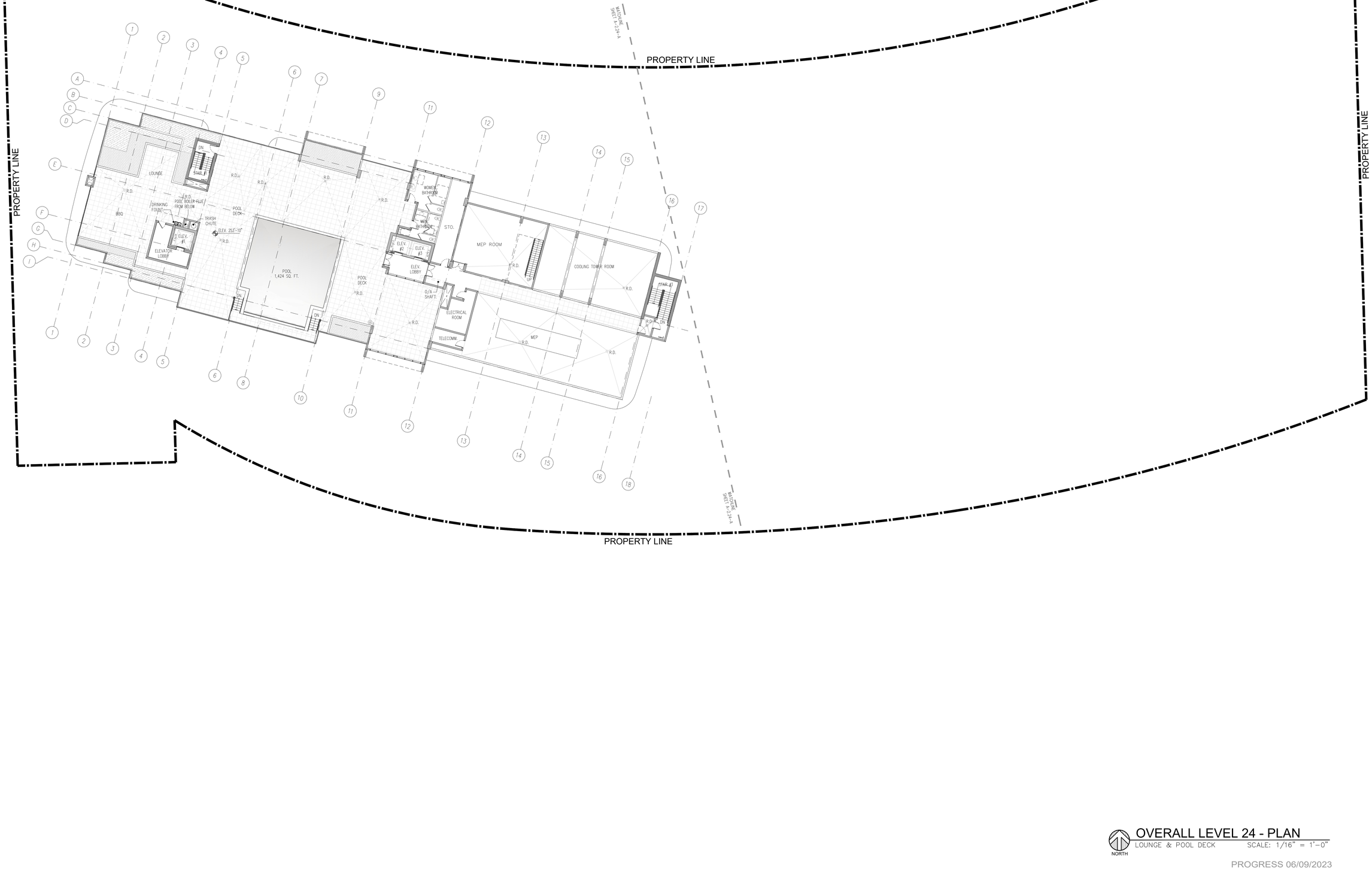


TOP OF ROOF

LEVEL 246'-2" SCALE: 1/16" = 1'-0"



OVERALL LEVEL 24 - PLAN

LOUNGE & POOL DECK SCALE: 1/16" = 1'-0"

NORTH

PROGRESS 06/09/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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CONTRACT DATE	
SCALE	AS SHOWN
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SHEET TITLE:	OVERALL LEVEL 24 - PLAN
SHEET NUMBER:	A-2.24

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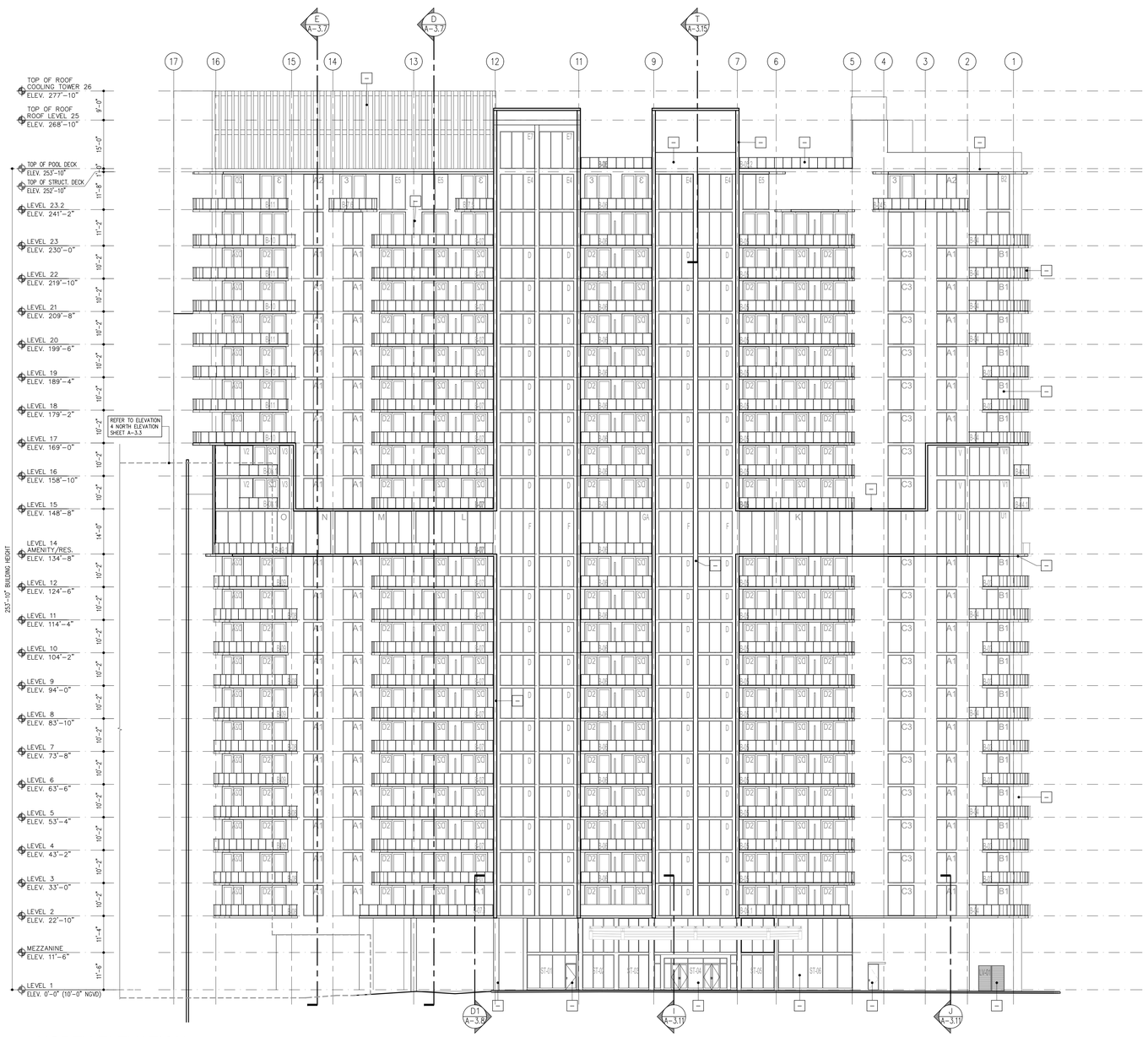
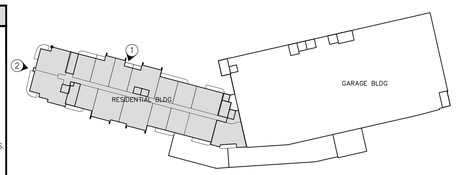


1 NORTH ELEVATION

2 WEST ELEVATION

ELEVATION LEGEND

1. 5/8" LITE-TEXTURED STUCCO FINISH W/ (2) LAYERS ACRYLIC PAINT & (1) LAYER PRIMER.
2. 5/8" SMOOTH STUCCO FINISH W/ (2) LAYERS ACRYLIC PAINT & (1) COAT PRIMER.
3. RAISED STUCCO/ BAND (U.N.O.).
4. IMPACT ALUMINUM SLIDING/SWING GLASS DOORS W/ GREY FRAME
5. IMPACT RATED ALUMINUM GLASS WINDOWS W/ GREY FRAME.
6. IMPACT RATED ALUMINUM GLASS STOREFRONT
7. IMPACT HOLLOW METAL INSULATED DOOR.
8. ALUMINUM PICKET RAILING (G.C. SHALL SUBMIT SHOP DWGS BY FL. LICENSED ENGINEER)
9. PAINTED ALUM. AWNING GC TO SUBMIT SHOP DWGS FOR A/E APPROVAL BY GC'S FL. LICENSED PENALTY ENGINEER.
10. METAL LOUVER G.C. TO SUBMIT VALID N.O.A./PRODUCT APPROVAL AND SHOP DRAWINGS FOR A/E APPROVAL. GC TO COORDINATE WITH LANDLORD'S FUTURE TENANT, MEP CONSULTANT AND FPL FOR SIZE, LOCATION AND REQUIREMENTS (TYP.)
11. DRYER & BATH EXHAUST OR OUTSIDE-AIR INTAKE VENT, REFER TO SERIES "2" BUILDING PLANS, SERIES "4" UNIT PLANS & MEP PLANS FOR ADDITIONAL INFO.
12. SIGNAGE (BY OWNER'S SIGNAGE CONSULTANT. UNDER SEPARATE PERMIT)
13. LIGHT FIXTURE (REFER TO ELEC. PLAN).
14. PAINT W/ (2) LAYERS ACRYLIC PAINT & (1) LAYER PRIMER.
15. TOOLED STUCCO SCORELINE (3/4"W X 1/4"D)
16. CONCRETE EYEBROW
17. ALUM. EYEBROW. G.C. TO SUBMIT SHOP DWGS FOR APPROVAL.
18. VEGETATION/GREEN WALL OVER ALUM. MESH PANEL
19. BACKLIT SIGNAGE BY OWNER'S SIGNAGE CONSULTANT (UNDER SEPARATE PERMIT)
20. IMPACT RATED CAT II SAFETY GLAZING GUARD RAIL (G.C. TO SUBMIT SHOP DWGS BY G.C.'S FL. LICENCED SPECIALTY ENGINEER FOR A/E APPROVAL)
21. CONC. FRAME W/ 5/8" SMOOTH STUCCO Φ ALL SIDES
22. ALUM. FRAME AND MESH (BY G.C.'S FL. LICENCED SPECIALTY ENGINEER. G.C. TO SUBMIT SHOP DWGS FOR APPROVAL). SEE SHEETS A-3.15 & A-3.16 FOR DETAILS.
23. ALUM. TUBE BEAMS (BY G.C.'S FL. LICENSED SPECIALTY ENGINEER. G.C. TO SUBMIT SHOP DWGS FOR APPROVAL). SEE SHEETS A-3.15/A-3.16 FOR DTLS.
24. IMPACT RATED STOREFRONT W/ SPANDREL GLASS (G.C. SHALL SUBMIT VALID NOA AND/OR FLORIDA PRODUCT APPROVAL). PUBLIX SHALL APPROVE SHOP DWGS (BY G.C.) AND NOA
25. ALUM. FRAME AND MESH (BY G.C.'S FL. LICENCED SPECIALTY ENGINEER. G.C. TO SUBMIT SHOP DWGS FOR APPROVAL). SEE SHEETS A-3.15 & A-3.16 FOR DETAILS.
26. ALUM. TRELLIS (BY G.C.'S SPECIALTY ENGINEER. SUBMIT SHOP DWGS FOR APPROVAL BY G.C.'S FL. LICENCED ENGINEER).
27. EMERGENCY OVERFLOW SCUPPER
28. MESH ALUM. RAILING (G.C. TO SUBMIT SHOP DWGS BY G.C.'S FL. LICENCED SPECIALTY ENGINEER FOR A/E APPROVAL)
29. ALUM. PANELING (OR APPROVED EQUAL) BY GC'S SPECIALTY ENGINEER. SUBMIT SHOP DWGS FOR APPROVAL. FIELD VERIFY DIMENSIONS AND OPENINGS PRIOR TO FABRICATION.
30. CONCRETE FIN WITH 5/8" SMOOTH STUCCO. 2 COATS PAINT AND 1 COAT PRIMER.
31. LOUVER. GC TO SUBMIT NOA/PRODUCT APPROVAL & SHOP DWG'S BY GC'S LICENSED ENGINEER. SHALL BE APPROVED BY AOL & PUBLIX.
32. L.E.D. STRIP LIGHT.



KEYPLAN
NORTH
SCALE: N.T.S.

RESIDENTIAL ELEVATIONS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY	

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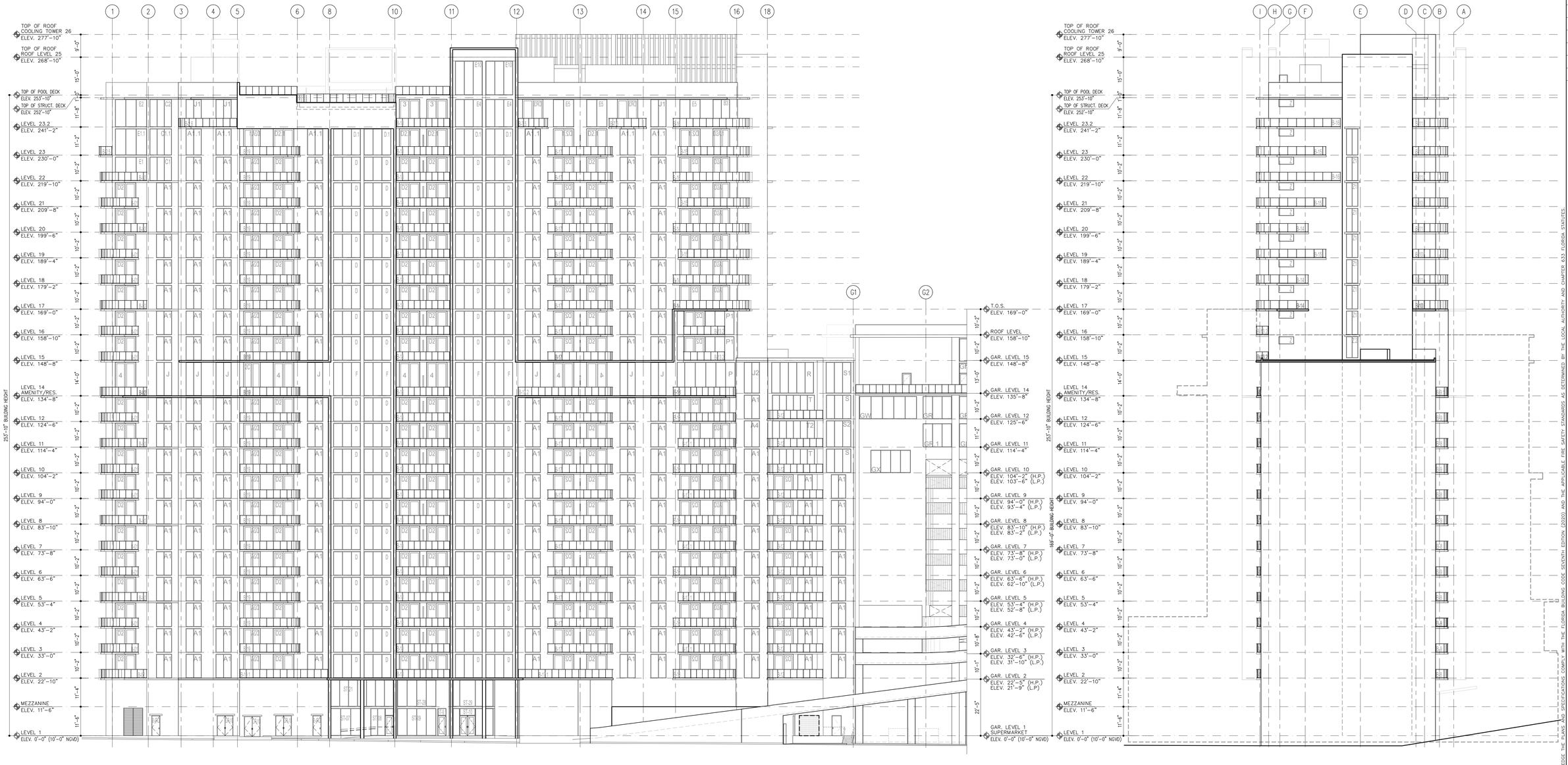
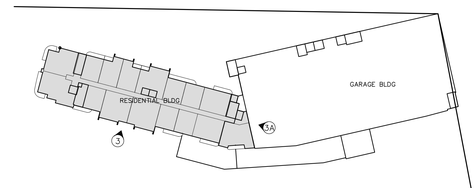
682

DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	RESIDENTIAL ELEVATIONS
SHEET NUMBER:	A-3.1



3 SOUTH ELEVATION

3A EAST ELEVATION



KEYPLAN

SCALE: N.T.S.

RESIDENTIAL ELEVATIONS

SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

683

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

Jose Saumell

STATE OF FLORIDA JOSE SAUMELL REGISTERED ARCHITECT AR0013085

JOSE I. SAUMELL
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DRAWN	
CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	RESIDENTIAL ELEVATIONS
SHEET NUMBER:	A-3.2

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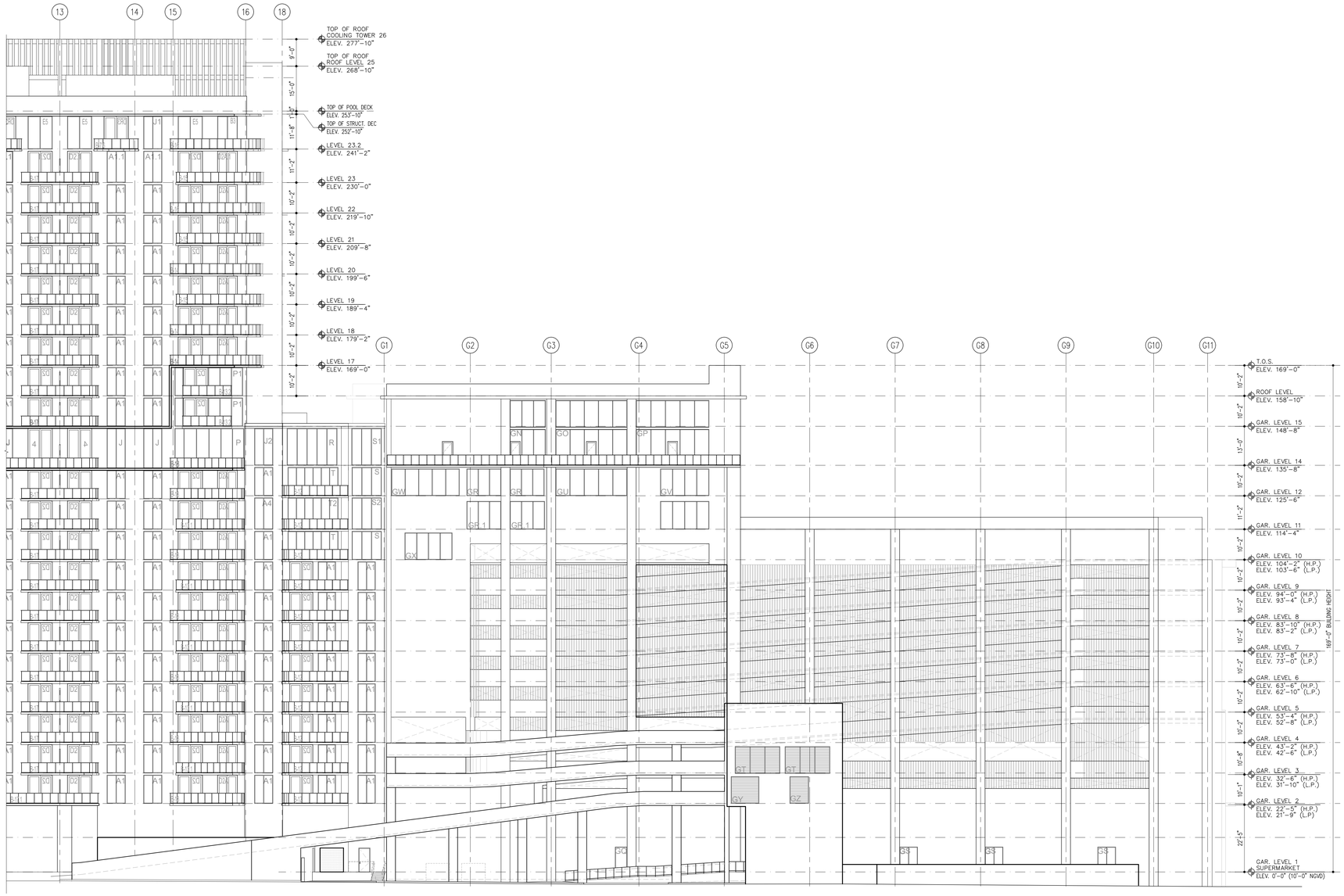
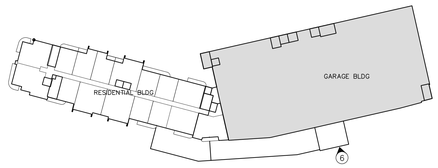


6 SOUTH ELEVATION
GARAGE BLDG



KEYPLAN
NORTH
SCALE: N.T.S.

GARAGE BLDG II
ELEVATIONS
SCALE: 1/16" = 1'-0"

PROGRESS 06/09/2023

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

JOSE I. SAUMELL
AR0013085

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(786) 217-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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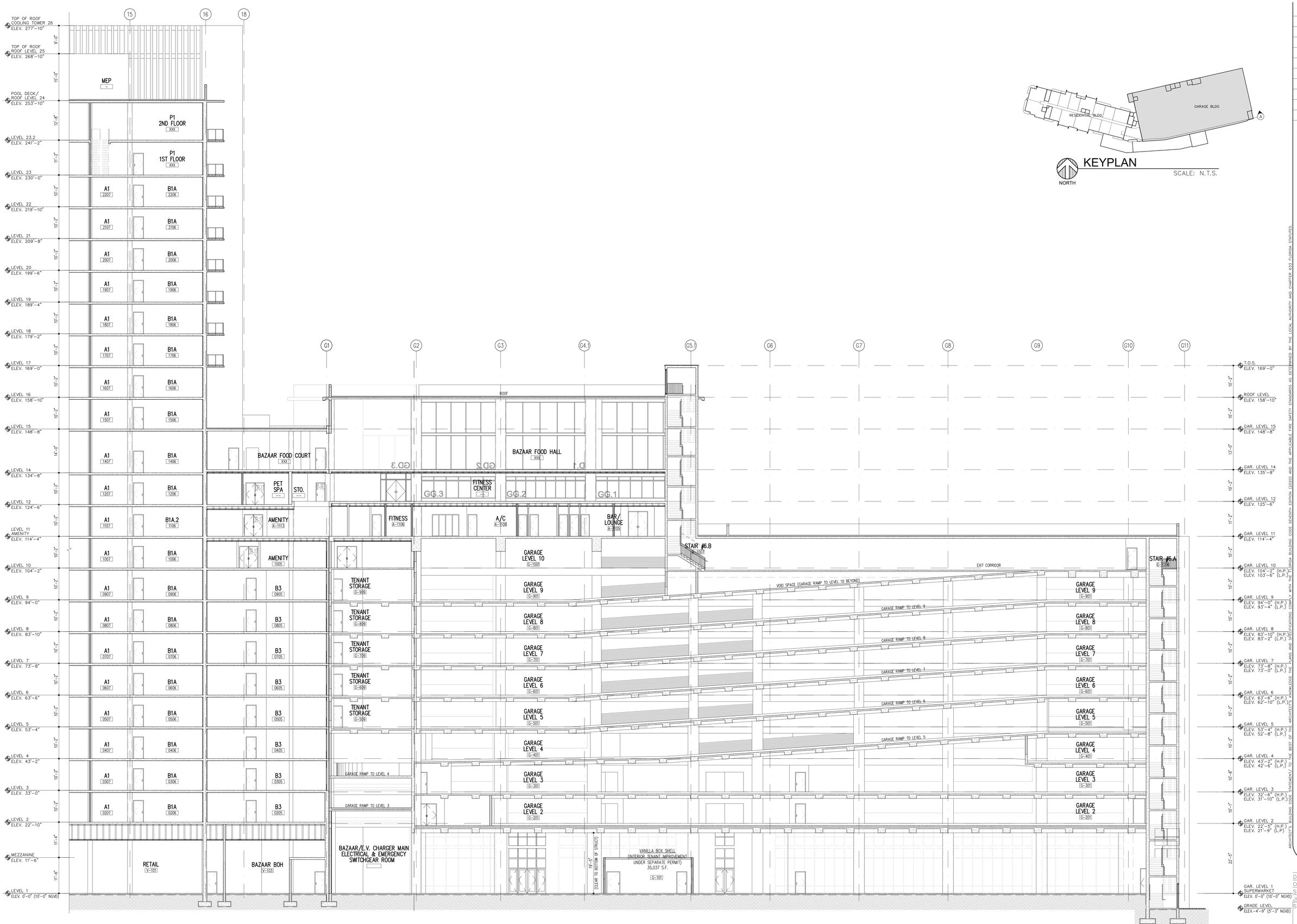
DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE: GARAGE BLDG ELEVATIONS
SHEET NUMBER: A-3.4



KEYPLAN

SCALE: N.T.S.

A SECTION A

BUILDING SECTIONS

SCALE: 3/32" = 1'-0"

PROGRESS 06/09/2023

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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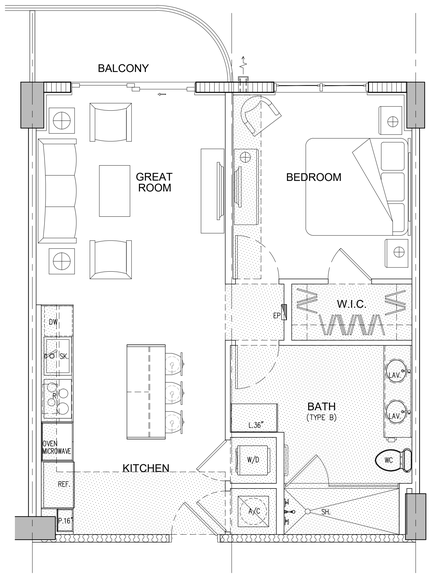
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

SHEET TITLE: SECTION - A

SHEET NUMBER: A-3.5



UNIT A1

(1 BD/1 BTH)

GROSS A/C AREA = 750 SQ. FT.
BALCONY = 60 SQ. FT.

(78 DU'S)

0202	0203	0207	0208	0302	0303	0307	0308
0402	0403	0407	0408	0502	0503	0507	0508
0602	0603	0607	0608	0702	0703	0707	0708
0802	0803	0807	0808	0902	0903	0907	0908
1002	1003	1007	1008	1102	1103	1107	1108
1202	1203	1207	1208			1407	1408
1502	1503	1507	1508	1602	1603	1607	1608
1702	1703	1707	1708	1802	1803	1807	1808
1902	1903	1907	1908	2002	2003	2007	2008
2102	2103	2107	2108	2202	2203	2207	2208
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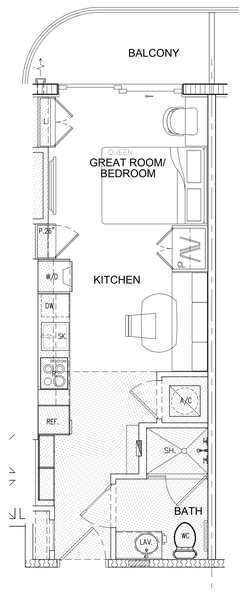


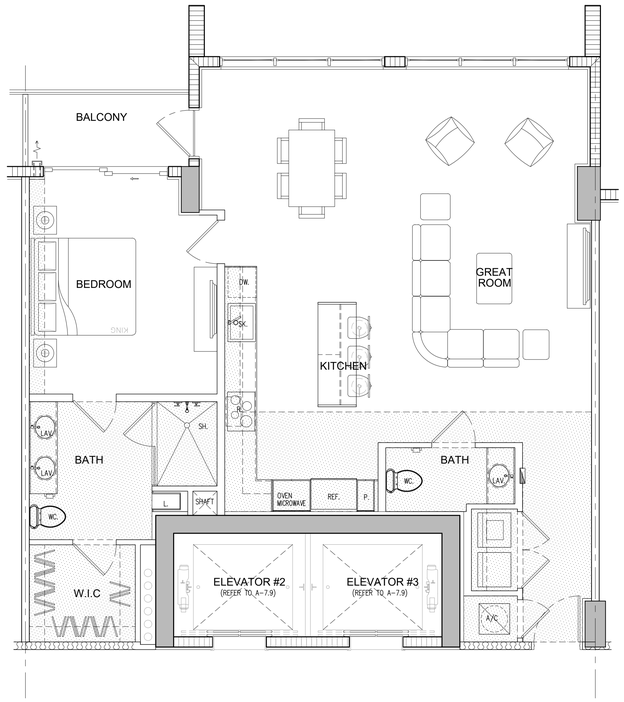
UNIT STUDIO (ST)

(0 BD/1 BTH)

GROSS A/C AREA =376 SQ. FT.
(SEE MECH. DWG'S FOR EXHAUST)
BALCONY= 56 SQ. FT.

(40 DU'S)

0214	0215	0314	0315	0414	0415
0514	0515	0614	0615	0714	0715
0814	0815	0914	0915	1014	1015
1114	1115	1214	1215		
1514	1515	1614	1615	1714	1715
1814	1815	1914	1915	2014	2015
2114	2115	2214	2215	2314	2315
MIRRORED		MIRRORED		MIRRORED	



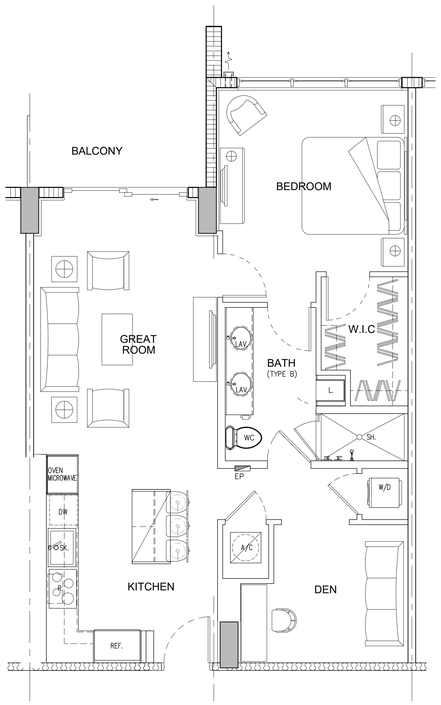
UNIT A3

(1 BD/1.5 BTH)

GROSS A/C AREA = 1187 SQ. FT.
BALCONY = 53 SQ. FT.

(19 DU'S)

0201	0301	0401	0501
0601	0701	0801	0901
1001	1101	1201	
1501	1601	1701	1801
1901	2001	2101	2201



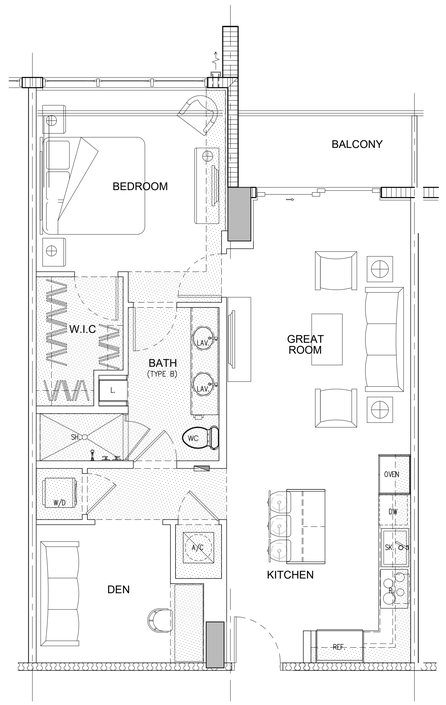
UNIT A2.1

(1 BD/1 BTH + DEN)

GROSS A/C AREA = 871 SQ. FT.
BALCONY = 57 SQ. FT.

(19 DU'S)

0216	0316	0416
0516	0616	0716
0816	0916	1016
1116	1216	
1516	1616	1716
1816	1916	2016
2116	2216	



UNIT A2

(1 BD/1 BTH + DEN)

GROSS A/C AREA = 881 SQ. FT.
BALCONY = 57 SQ. FT.

(19 DU'S)

0217	0317	0417
0517	0617	0717
0817	0917	1017
1117	1217	
1517	1617	1717
1817	1917	2017
2117	2217	

UNIT PLANS

SCALE: 1/4" = 1'-0"

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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AR0013085

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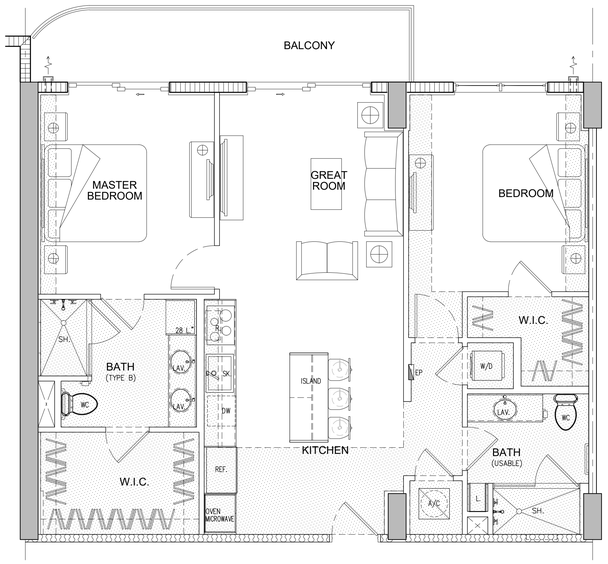
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ
SHEET TITLE: UNIT PLANS
SHEET NUMBER: A-4.1



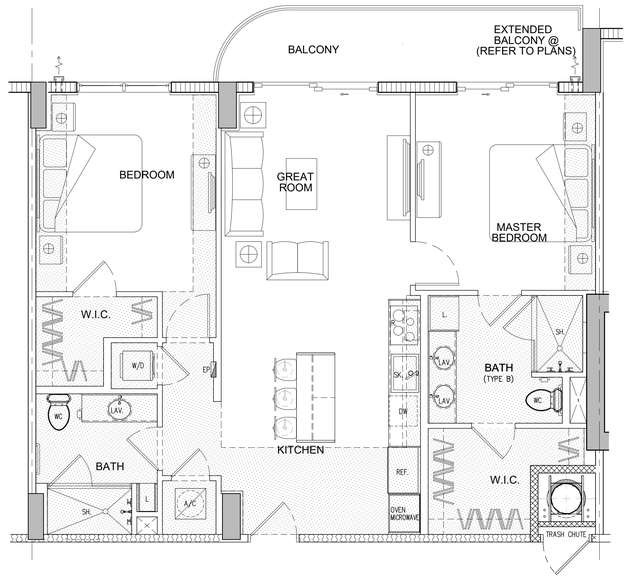
UNIT B1A

(2 BD/2 BTH)

GROSS A/C AREA = 1093 SQ. FT.
BALCONY = 123 SQ. FT.

(38 DU'S)

0204	0304	0404	0206	0306	0406
0504	0604	0704	0506	0606	0706
0804	0904	1004	0806	0906	1006
1104	1204			1206	1406
1504	1604	1704	1506	1606	1706
1804	1904	2004	1806	1906	2006
2104	2204		2106	2206	



UNIT B1

(2 BD/2 BTH)

GROSS A/C AREA = 1085 SQ. FT.
BALCONY = 115 SQ. FT.

(21 DU'S)

0211	0311	0411	0511	0611	0711
0811	0911	1011	1111	1211	1411
1511	1611	1711	1811	1911	2011
2111	2211	2311			



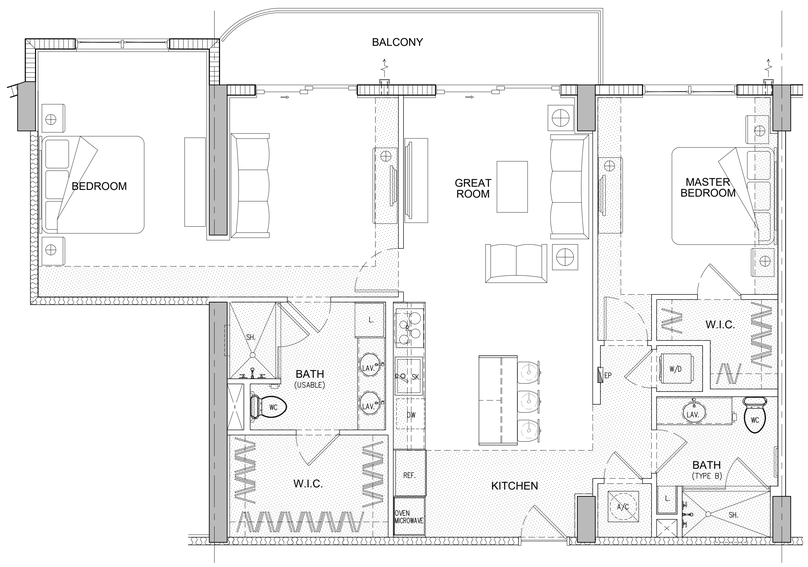
UNIT B2

(2 BD/2 BTH)

GROSS A/C AREA = 1183 SQ. FT.
BALCONY = 54 SQ. FT.

(21 DU'S)

0210	0310	0410
0510	0610	0710
0810	0910	1010
1110	1210	1410
1510	1610	1710
1810	1910	2010
2110	2210	2310



UNIT B1A.2

(2 BD/2 BTH)

1106

GROSS A/C AREA = 1304 SQ. FT.
BALCONY = 123 SQ. FT.

(1 DU)

UNIT PLANS

SCALE: 1/4" = 1'-0"

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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CONTRACT DATE	
SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	UNIT PLANS
SHEET NUMBER:	A-4.2

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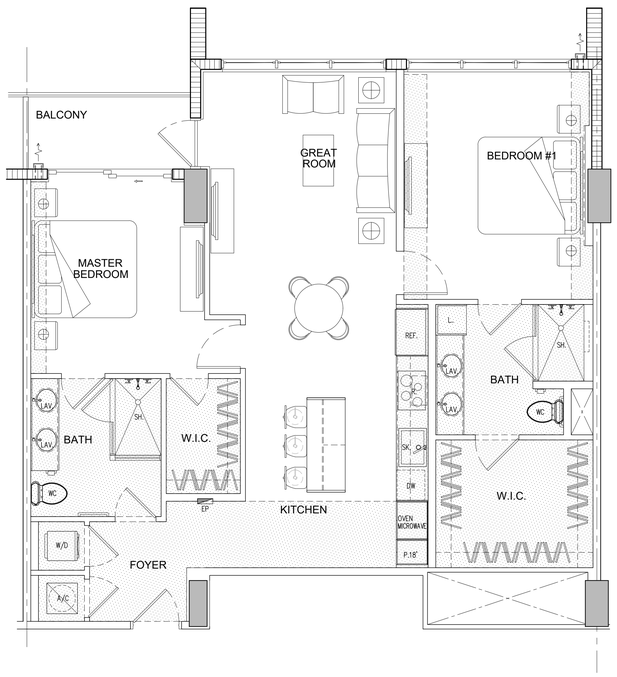
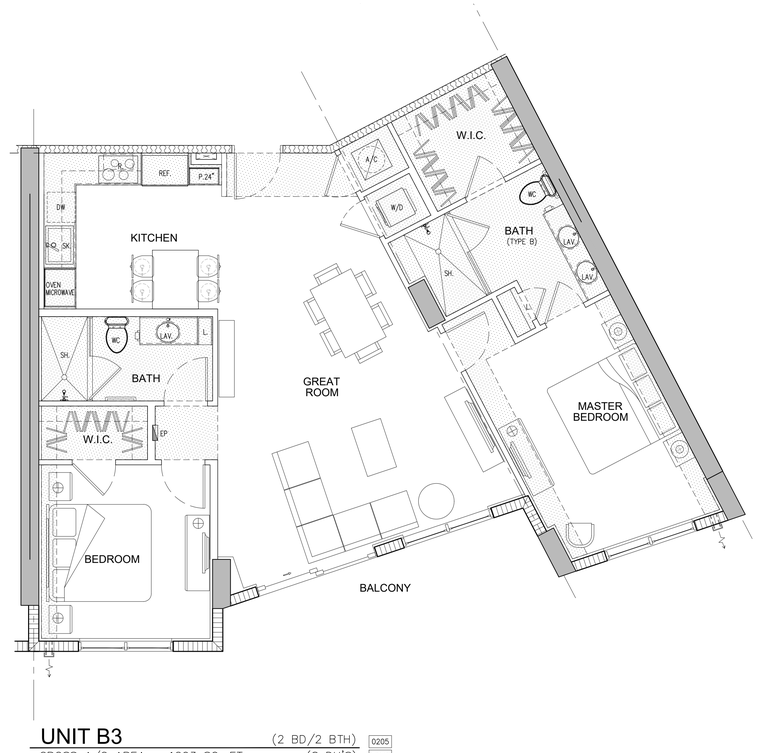


UNIT B4

(2 BD/2 BTH)
(20 DU'S)

GROSS A/C AREA = 1214 SQ. FT.
BALCONY = 54 SQ. FT.

0209	0309	0409
0509	0609	0709
0809	0909	1009
1109	1209	1409
1509	1609	1709
1809	1909	2009
2109	2209	
MIRRORED	MIRRORED	MIRRORED

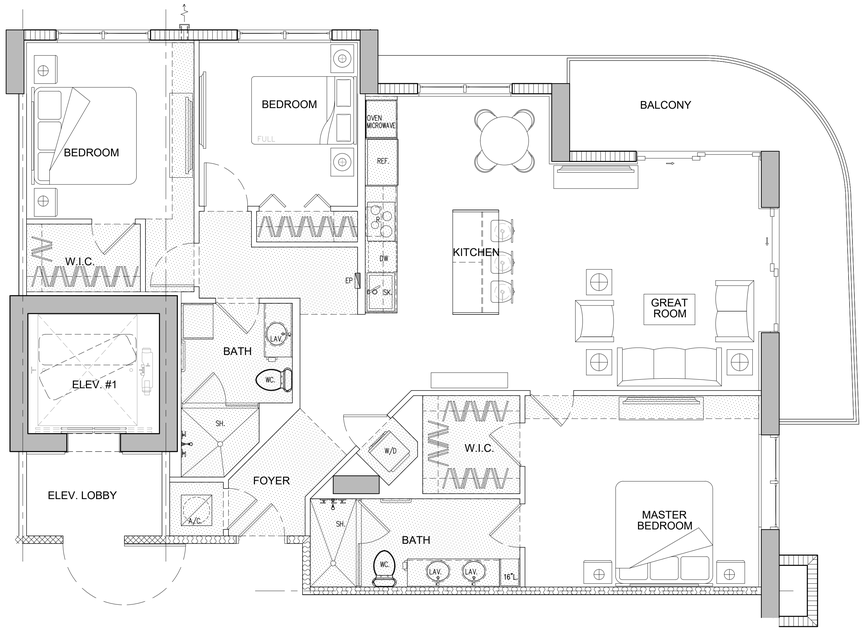


UNIT B3

(2 BD/2 BTH)
(8 DU'S)

GROSS A/C AREA = 1203 SQ. FT.
BALCONY = 109 SQ. FT.

0205
0305
0405
0505
0605
0705
0805
0905

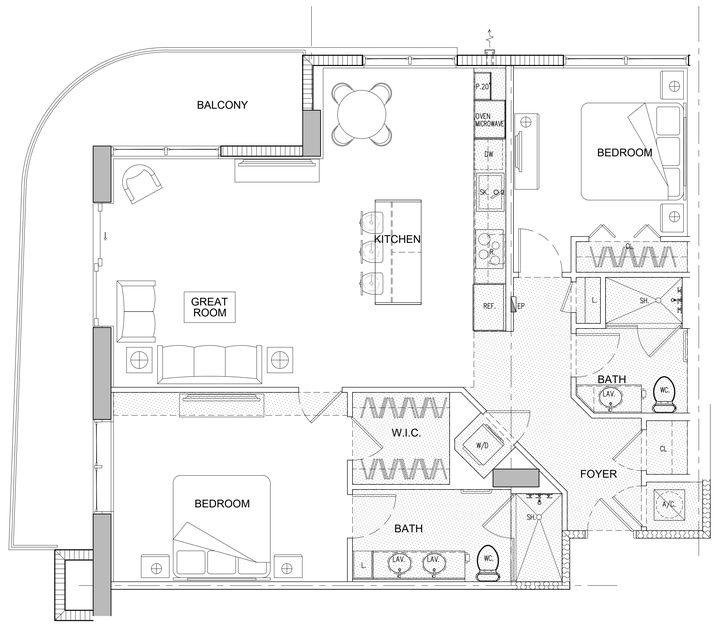


UNIT C1

(2 BD/2 BTH)
(20 DU'S)

GROSS A/C AREA = 1443 SQ. FT.
BALCONY = 205 SQ. FT.

0212	0312	0412	0512
0612	0712	0812	0912
1012	1112	1212	1412
1512	1612	1712	1812
1912	2012	2112	2212



UNIT B5

(2 BD/2 BTH)
(20 DU'S)

GROSS A/C AREA = 1253 SQ. FT.
BALCONY = 236 SQ. FT.

0213	0313	0413	0513
0613	0713	0813	0913
1013	1113	1213	1413
1513	1613	1713	1813
1913	2013	2113	2213

UNIT PLANS

SCALE: 1/4" = 1'-0"

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

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SCALE	AS SHOWN
JOB NO.	1952.PRJ
SHEET TITLE:	UNIT PLANS
SHEET NUMBER:	A-4.3

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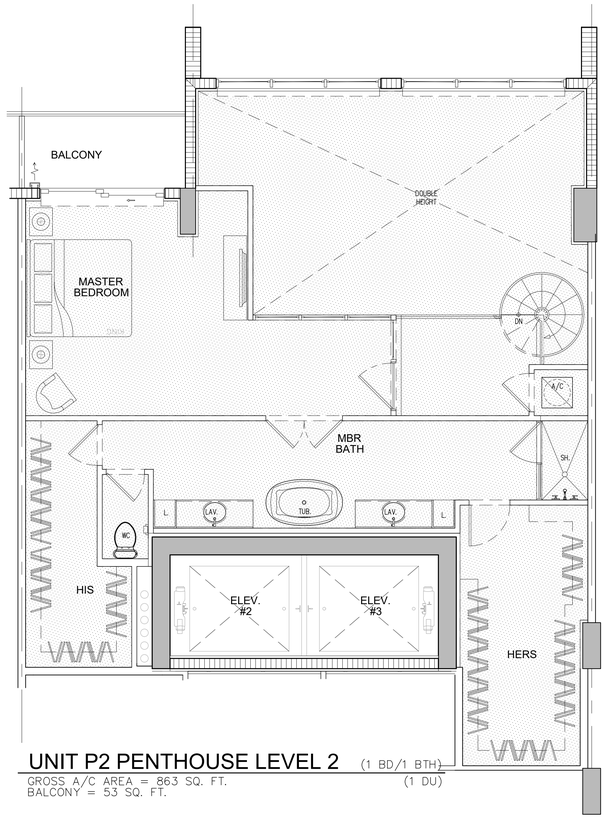
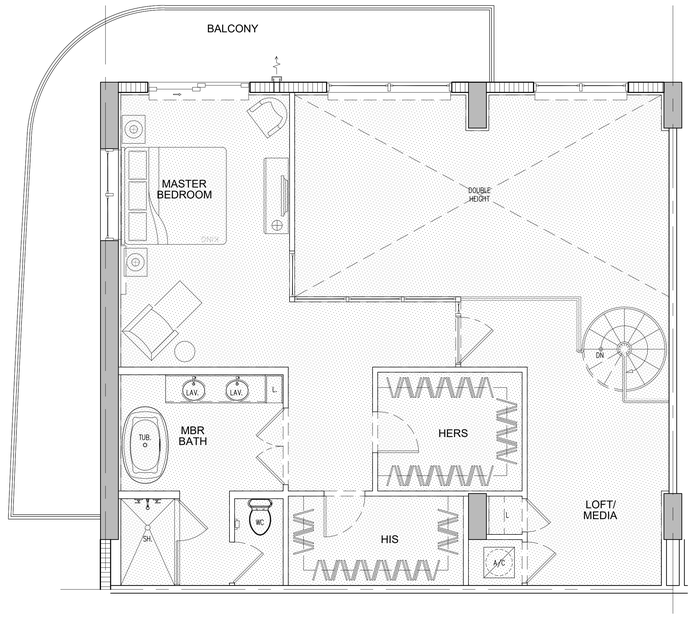


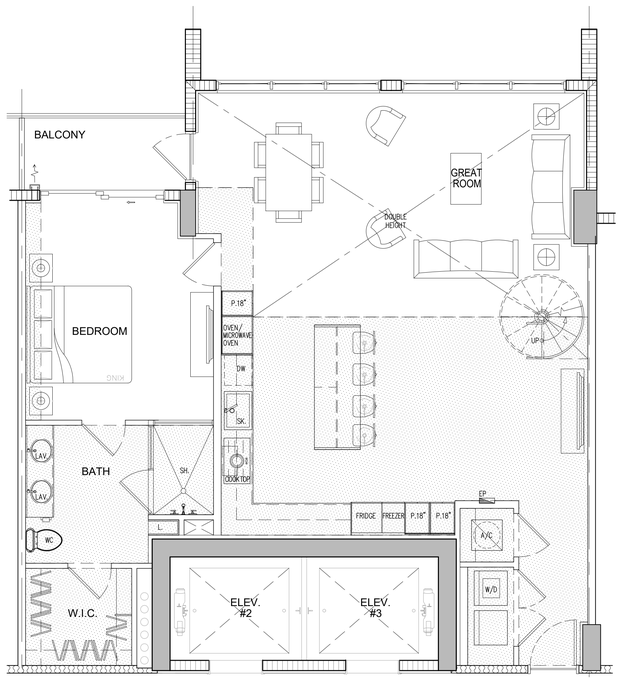
UNIT P2 PENTHOUSE LEVEL 2 (1 BD/1 BTH)

GROSS A/C AREA = 863 SQ. FT. (1 DU)
BALCONY = 53 SQ. FT.



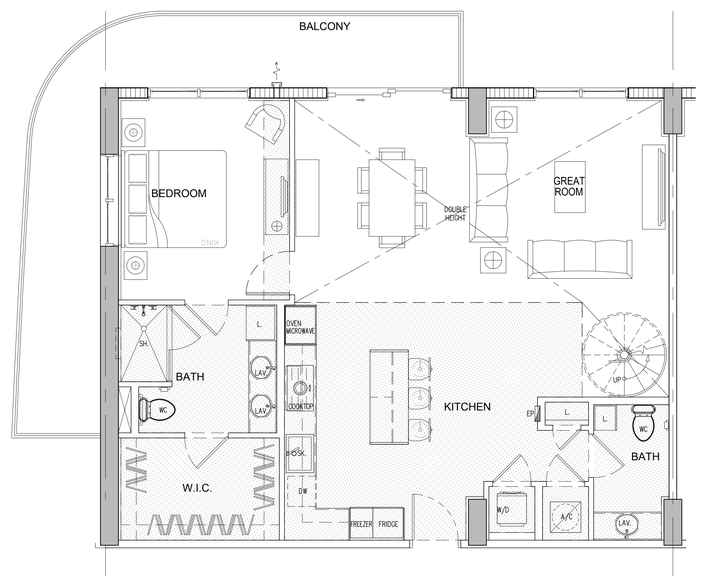
UNIT P1 PENTHOUSE LEVEL 2 (1 BD/1 BTH + LOFT/MEDIA ROOM)

GROSS A/C AREA = 859 SQ. FT. (2 DU'S)
BALCONY = 284 SQ. FT..



UNIT P2 PENTHOUSE LEVEL 1 (1 BD/1 BTH)

GROSS A/C AREA = 1199 SQ. FT. (1 DU)
BALCONY = 53 SQ. FT..



UNIT P1 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH)

GROSS A/C AREA = 1,120 SQ. FT. (2 DU'S)
BALCONY = 244 SQ. FT.

UNIT PLANS

SCALE: 1/4" = 1'-0"

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SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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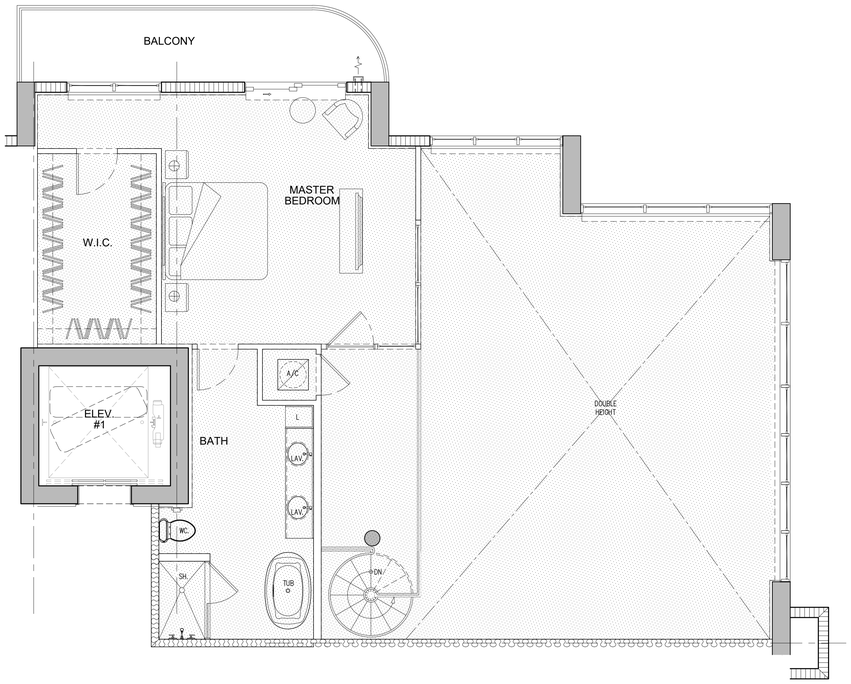
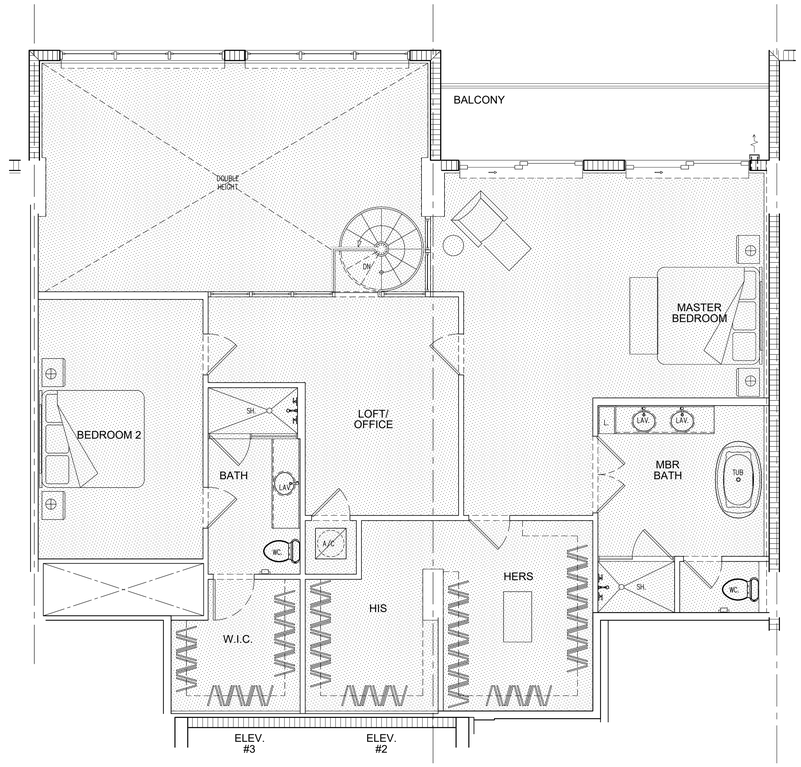
SHEET TITLE: UNIT PLANS
SHEET NUMBER: A-4.4



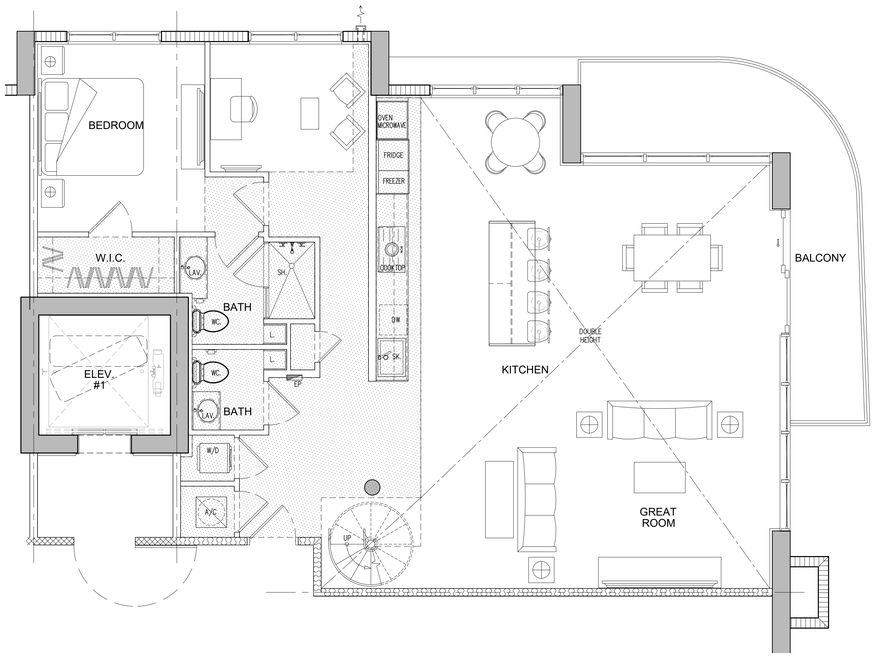
UNIT P4 PENTHOUSE LEVEL 2 (1 BD/1 BTH)

GROSS A/C AREA = 754 SQ. FT. (1 DU)
BALCONY = 116 SQ. FT.



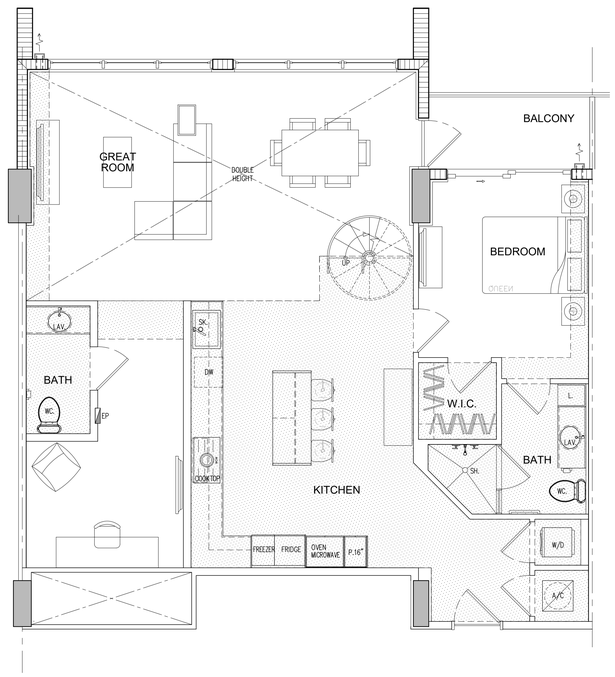
UNIT P3 PENTHOUSE LEVEL 2 (2 BD/2 BTH + LOFT/OFFICE)

GROSS A/C AREA = 1378 SQ. FT. (1 DU)
BALCONY = 107 SQ. FT.



UNIT P4 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH+OFFICE)

GROSS A/C AREA = 1443 SQ. FT. (1 DU)
BALCONY = 205 SQ. FT..



UNIT P3 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH + OFFICE)

GROSS A/C AREA = 1214 SQ. FT. (1 DU)
BALCONY = 53 SQ. FT..

UNIT PLANS

SCALE: 1/4" = 1'-0"

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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MSA ARCHITECTS
ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 272-9911

JOSE I. SAUMELL
AR0013085

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

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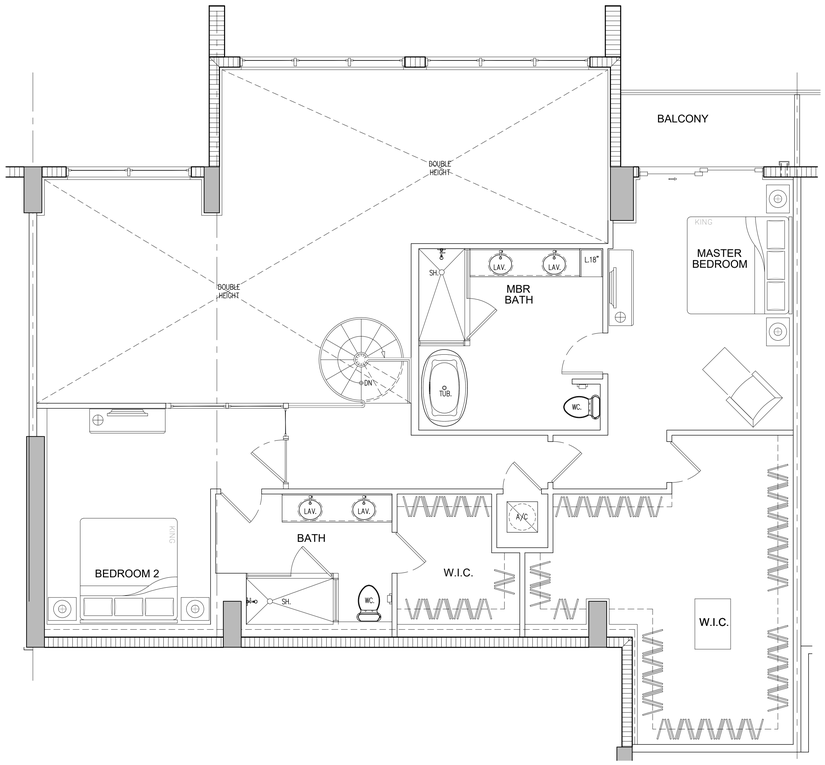
DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

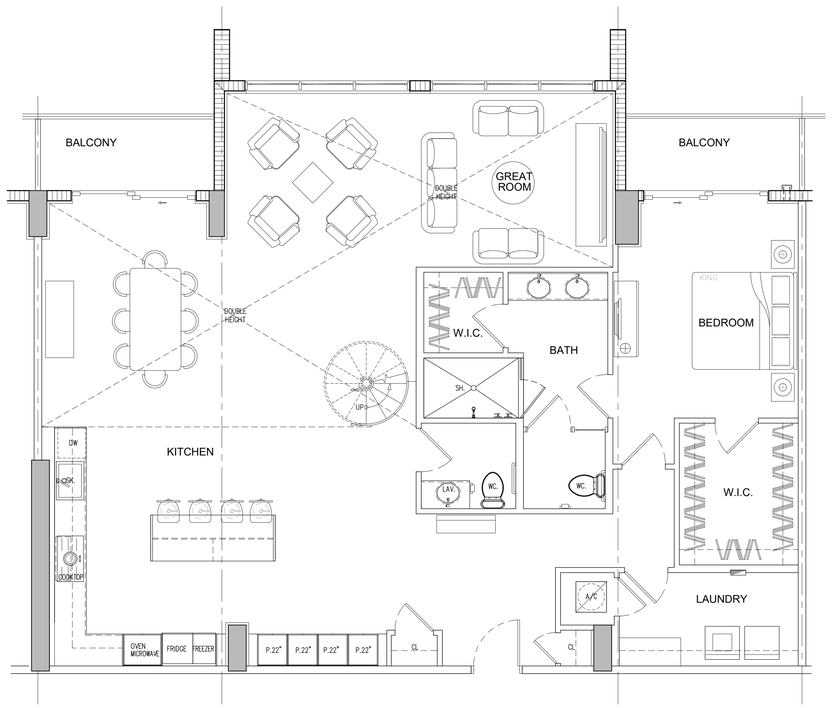
SHEET TITLE:
UNIT PLANS

SHEET NUMBER:
A-4.5



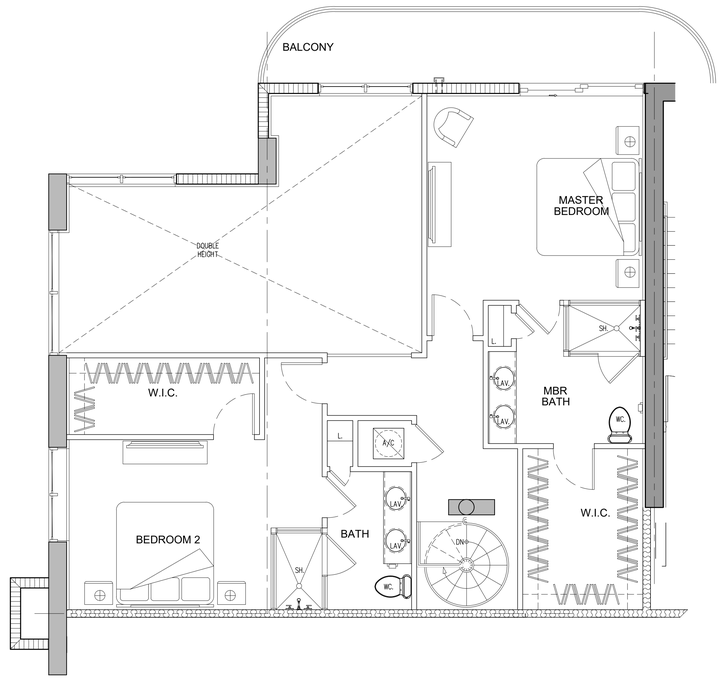
UNIT P6 PENTHOUSE LEVEL 2 (2 BD/2 BTH)

GROSS A/C AREA = 1202 SQ. FT. (1 DU)
BALCONY= 57 SQ. FT.



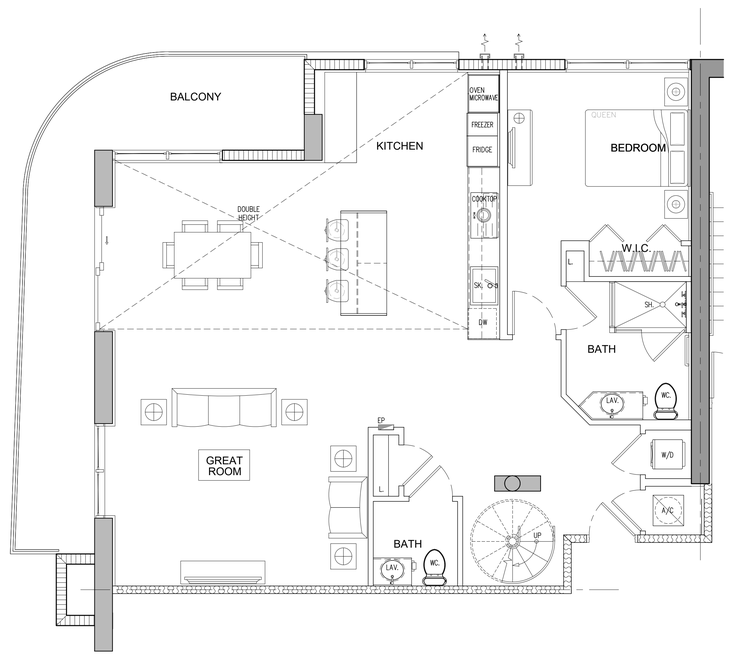
UNIT P6 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH)

GROSS A/C AREA = 1762 SQ. FT. (1 DU)
BALCONY = 115 SQ. FT.



UNIT P5 PENTHOUSE LEVEL 2 (2 BD/2 BTH)

GROSS A/C AREA = 881 SQ. FT. (1 DU)
BALCONY = 138 SQ. FT..



UNIT P5 PENTHOUSE LEVEL 1 (1 BD/1.5 BTH)

GROSS A/C AREA = 1261 SQ. FT. (1 DU)
BALCONY = 249 SQ. FT..

UNIT PLANS

SCALE: 1/4" = 1'-0"

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.
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JOSE I. SAUMELL
AR0013085

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

BY

DRAWN
CONTRACT DATE
SCALE AS SHOWN
JOB NO. 1952.PRJ

SHEET TITLE:
UNIT PLANS

SHEET NUMBER:
A-4.6

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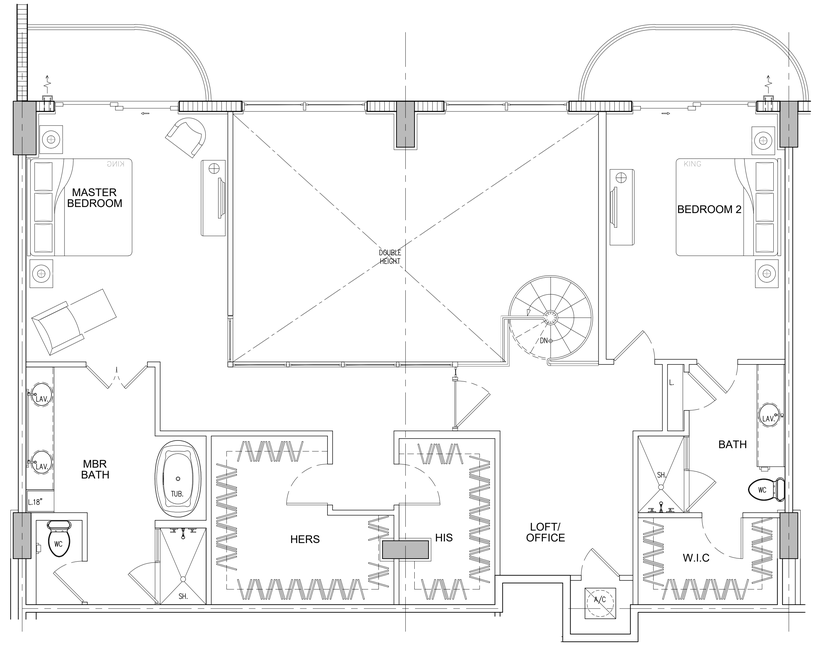
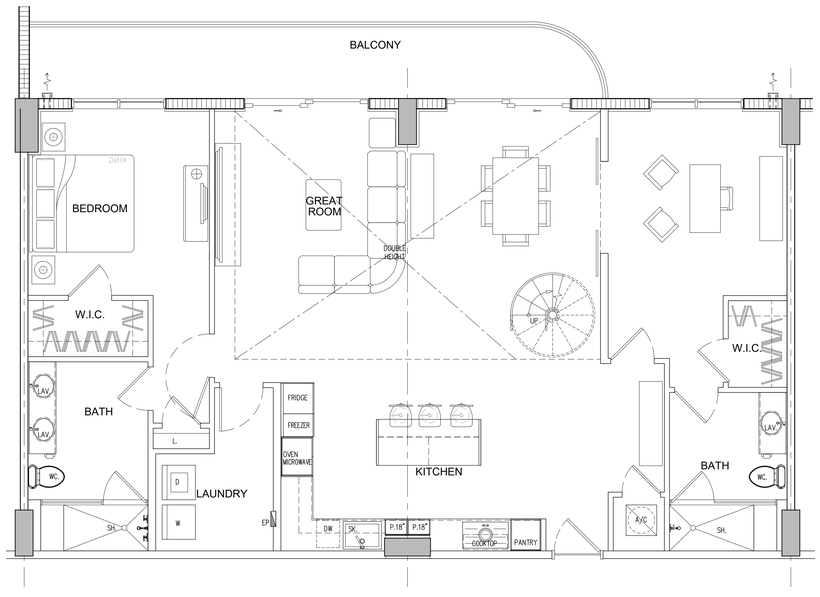


UNIT P7 PENTHOUSE LEVEL 2

(2 BD/2 BTH +LOFT/OFFICE)

GROSS A/C AREA = 1260 SQ. FT.
BALCONY= 119 SQ. FT.

(2 DU'S)



UNIT P7 PENTHOUSE LEVEL 1

(2 BD/2 BTH)

GROSS A/C AREA = 1500 SQ. FT.
BALCONY = 183 SQ. FT.

(2 DU'S)

UNIT PLANS

SCALE: 1/4" = 1'-0"

692

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL. 33141

JOSE I. SAUMELL
AR0013085

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ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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CONTRACT DATE
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JOB NO. 1952.PRJ

SHEET TITLE:
UNIT PLANS

SHEET NUMBER:
A-4.7

GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE LATEST REQUIREMENTS OF THE CITY OF NORTH BAY VILLAGE AND THE MIAMI DADE COUNTY PUBLIC WORKS DEPARTMENT, AND THE PROJECT TECHNICAL SPECIFICATIONS.

2. CONTRACTOR MUST CONTACT THE ARCHITECT/ENGINEER OF RECORD TO ARRANGE FOR A PRE-CONSTRUCTION MEETING, 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

3. AT THE COMPLETION OF THIS PROJECT, THE CONTRACTOR SHALL SUBMIT THREE (3) SIGNED & SEALED AS-BUILT DRAWINGS, SIGNED & SEALED BY A REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA. THE AS-BUILT DRAWINGS SHALL INDICATE LOCATION, SIZE, ELEVATION, MATERIAL, ETC., OF ALL WORK COMPLETED UNDER THIS CONTRACT AND OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION.

4. THE CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE 811(1-800-432-4770) AT LEAST TWO FULL BUSINESS DAYS
BEFORE DIGGING TO ALLOW FOR FIELD LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL ASSIST UTILITY COMPANIES IN THE EFFORTS TO FIELD VERIFY UNDERGROUND UTILITIES. CONTRACTOR SHALL BEAR ALL COSTS FOR THIS WORK.

5. LOCATIONS, SIZE AND MATERIAL OF EXISTING UTILITIES HAVE BEEN DETERMINED FROM AVAILABLE RECORDS. THE OWNER AND THE ARCHITECT/ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS DATA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ALL EXISTING UTILITIES AND STRUCTURES ENCOUNTERED DURING CONSTRUCTION.

6. ALL EXISTING UNDERGROUND OR ABOVEGROUND UTILITIES PIPE, CABLE, DUCTS, EQUIPMENT, DEVICES, ETC. WITHIN OR OUTSIDE THE PROJECT CONSTRUCTION LIMITS WHICH ARE DAMAGED OR DISRUPTED AS A RESULT OF THE CONTRACTOR'S OPERATION, SHALL BE IMMEDIATELY REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE UTILITY OWNER'S AUTHORIZED REPRESENTATIVE. REGARDLESS OF WHETHER THEY WERE SHOWN OR NOT SHOWN ON THE PLANS OR LOCATED OR NOT BY THE OWNER'S REPRESENTATIVE, THE UTILITY COMPANY, NO-CUTS, ETC.

7. ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO COMMENCING ANY CONSTRUCTION WORK.

8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ARCHITECT/ENGINEER OF RECORD.

9. TEMPORARY ASPHALT PAVEMENT AND\OR STEEL PLATES SHALL BE APPLIED TO ALL TRENCHES, AT THE END OF EACH WORKDAY.

10. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC DURING CONSTRUCTION IN ACCORDANCE WITH ALL STATE, COUNTY AND LOCAL REQUIREMENTS.

11. CONTRACTOR SHALL PROVIDE ADEQUATE BARRIERS, FLAGS, AND LIGHTS, ETC. TO PROTECT PEDESTRIAN AND VEHICULAR TRAFFIC, AT NO ADDITIONAL COST TO THE OWNER.

12. ALL EXISTING PAVEMENT, GRASS, LANDSCAPING, FENCE, ASPHALT, ETC. DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL CONDITIONS, AT NO ADDITIONAL COST TO THE OWNER.

13. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT THE PUBLIC HEALTH AND ENSURE JOB SAFETY. THE CONTRACTOR SHALL CONFORM TO ALL APPLICABLE OCCUPATIONAL SAFETY & HEALTH AGENCY (OSHA) STANDARDS AND FEDERAL, STATE AND LOCAL GOVERNMENT SAFETY REQUIREMENTS.

14. IT IS THE CONTRACTORS RESPONSIBILITY TO IMPLEMENT STORM WATER POLLUTION PREVENTION AND EROSION CONTROL FEATURES AND PRACTICES DURING CONSTRUCTION IN ACCORDANCE WITH THE CURRENT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S.) REQUIREMENTS. CONTRACTOR MUST OBTAIN A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NPDES DURING CONSTRUCTION PERMIT, PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. ALL PERMIT FEES AND DOCUMENTATION PREPARATION SHALL BE DEEMED INCIDENTAL TO THE PROJECT LUMP SUM COST.

15. CONTRACTOR SHALL ENSURE THAT ALL STORM WATER RUN-OFF WITHIN THE CONSTRUCTION AREA IS CONTAINED ON-SITE.

16. ALL DEFECTIVE WORK NOT ACCEPTED BY THE ARCHITECT/ENGINEER, OR BY THE OWNERS REPRESENTATIVE, OR BY ANY GOVERNMENT PERMITTING AGENCY SHALL BE IMMEDIATELY REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

17. ALL AREAS WHICH ARE BEING EXCAVATED SHALL BE PROPERLY PROTECTED AND BARRICADED BY THE CONTRACTOR. ALL TRENCH WORK SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION EXCAVATION SAFETY STANDARDS, 29 C.F.R. S. 1926.650 SUBPART P AND THE FLORIDA TRENCH SAFETY ACT.

18. ALL STAGING AREAS SHALL BE PROPERLY FENCED AND BARRICADED BY THE CONTRACTOR.

19. SAW CUT EXISTING CONCRETE WALKS, CURBS, AND GUTTERS AND ASPHALT OR CONCRETE PAVEMENT CAREFULLY AND NEATLY WHERE UNDERGROUND WORK IS REQUIRED OR PROPOSED ASPHALT OR CONCRETE PAVEMENT, CURB, WALKS, ETC. WILL MEET EXISTING AT THESE LOCATIONS. CUT CONCRETE WALKS, CONCRETE PAVEMENT, CURBS AND GUTTERS AT NEAREST EXISTING CONCRETE JOINTS. CONTRACTOR SHALL INSTALL ALL UNDERGROUND UTILITIES PRIOR TO THE CONSTRUCTION OF THE PROPOSED PAVEMENT AND PAVEMENT BASE.

20. PROVIDE FILL TO ENSURE THAT THE FINISH GRADE (INCLUDING SOD) IN LANDSCAPE AREAS ARE AT LEVEL AT CURBS AND/OR EDGE OF SIDEWALKS.

21. WHERE NEW GRADES BLEND INTO EXISTING GRADES IN LANDSCAPE AREAS PROVIDE A UNIFORM TRANSITION. PROTECT ALL EXISTING PAVEMENT AND LANDSCAPE AREAS THAT ARE TO REMAIN.

22. DUE TO FEDERAL REGULATIONS, THE CONTRACTOR MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES AND MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.

23. ALL ELEVATIONS SHOWN ARE BASED ON THE 1929 NATIONAL GEODETIC VERTICAL DATUM.

24. PROPOSED CONCRETE PAVEMENT SHALL MEET THE CRITERIA OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FOR ROADWAY AND BRIDGE CONSTRUCTION LATEST EDITION.

25. 12" STABILIZED ROADWAY SUBGRADE SHALL BE COMPACTED TO 98 % OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. DENSITY TEST RESULTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD ACCORDING TO PROJECT SPECIFICATIONS.

26. LIME ROCK BASE SHALL BE COMPACTED TO 98 % OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. CONTRACTOR SHALL SUBMIT DENSITY TEST RESULTS PRIOR TO ASPHALT PLACEMENT.

27. ALL CONCRETE SHALL DEVELOP A MINIMUM OF 3000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, AND INCLUDE PSI FIBERSTRAND 150 AT A RATE OF 0.67 LB/CY.

28. THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT THE INSTALLATION OF ALL UNDERGROUND INSTALLATIONS BE PERFORMED PRIOR TO CONSTRUCTION OF THE SUB-BASE.

29. ALL PAVING WORK SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE TOWN OF NORTH BAY VILLAGE CORE REQUIREMENTS, AND THE MIAMI DADE DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT REGULATION, AND STANDARDS.

30. THE ASPHALT SURFACE COURSE SHALL NOT BE PLACED UNTIL AS-BUILT DRAWINGS OF THE LIME ROCK BASE HAVE BEEN SUBMITTED AND APPROVED BY THE ENGINEER-OF-RECORD- AND THE CITY ENGINEER OR DESIGNEE.

31. THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 0.04 FOOT FROM APPROVED GRADING PLAN (TEMPLATE) AND ALL AREAS SHALL BE GRADED TO DRAIN. ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED.

32. EXCAVATION FOR PIPING SHALL MAINTAIN A MINIMUM DISTANCE FROM ADJACENT FOOTINGS EQUAL TO THE DEPTH OF THE BOTTOM OF ADJACENT FOOTING BELOW GRADE.

33. DRAINAGE SYSTEM SHALL BE FREE OF ANY DEBRIS AND SILTATION PRIOR TO FINAL ACCEPTANCE.

34. ALL CONCRETE PAVEMENT, CONC. CURB AND GUTTERS, CONC. CURBS AND CONC. WALKS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE TO THE MOST CURRENT EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION.

35. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF ONE LANE OF TRAFFIC AT ALL TIMES. ALL TEMPORARY LANES MUST BE ABLE TO ACCOMODATE FIRE TRUCKS AND EMERGENCY VEHICLES.

693

BY

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION#: EB 2690

Todd Seymour

Digitally signed by Todd Seymour
DN: c=US, o=David Plummer Associates Inc., dnQualifier=A01410C0000017B37377A7F000165D3, cn=Todd Seymour
Date: 2023.09.01 11:54:39 -04'00'

TODD A. SEYMOUR
LICENSE NUMBER
No 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

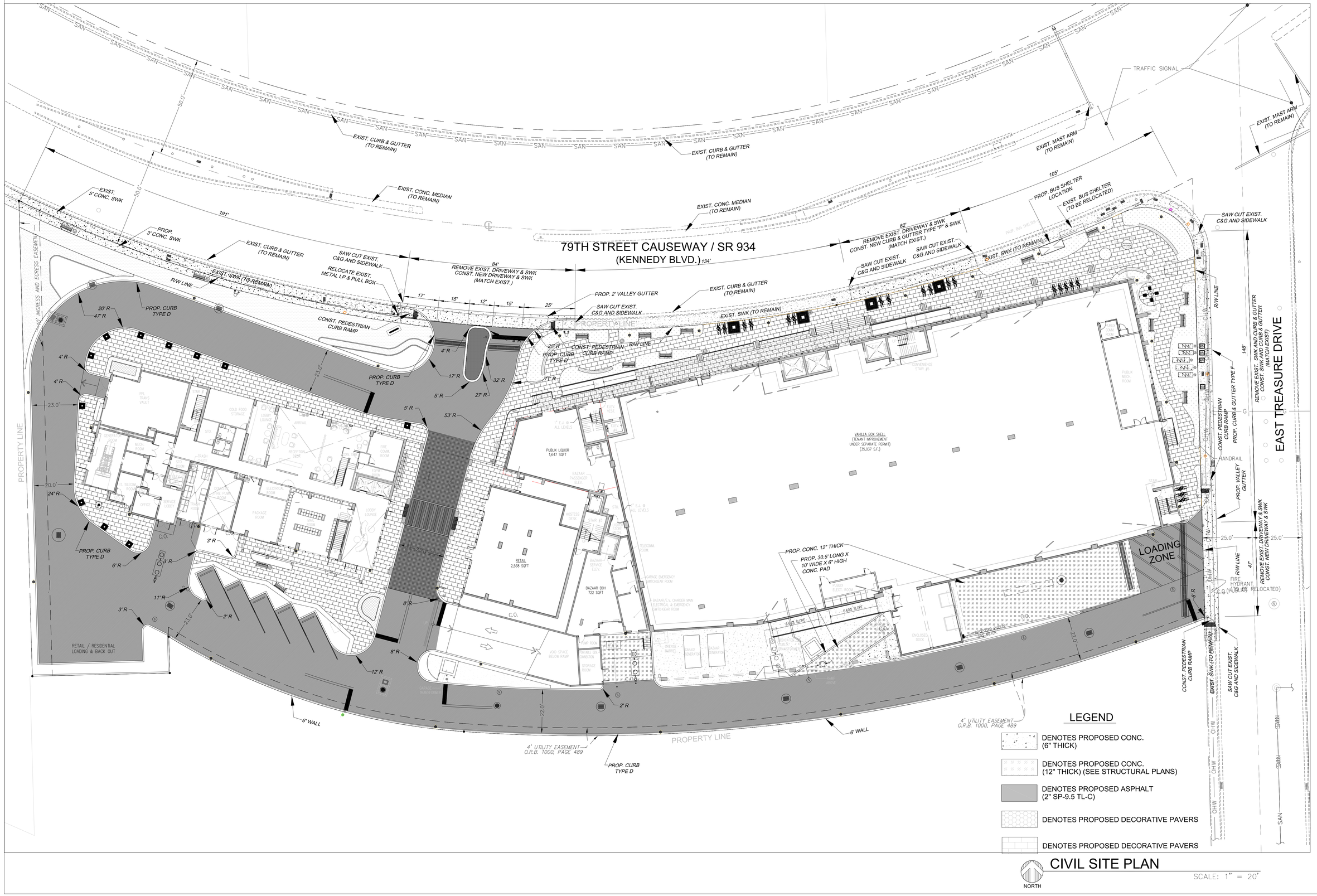
DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES, 33134 TELEPHONE (305) 447-0900 FAX (305) 444-4986
CERTIFICATE OF AUTHORIZATION EB 2690

DRAWN
DATE 08/14/2023
SCALE AS SHOWN
JOB NO. 20180

SITE PLAN SUBMITTAL

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:
C-1.0



CIVIL SITE PLAN

SCALE: 1" = 20'

694

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2930

TODD A. SEVMOUR
LICENSED ARCHITECT
No 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

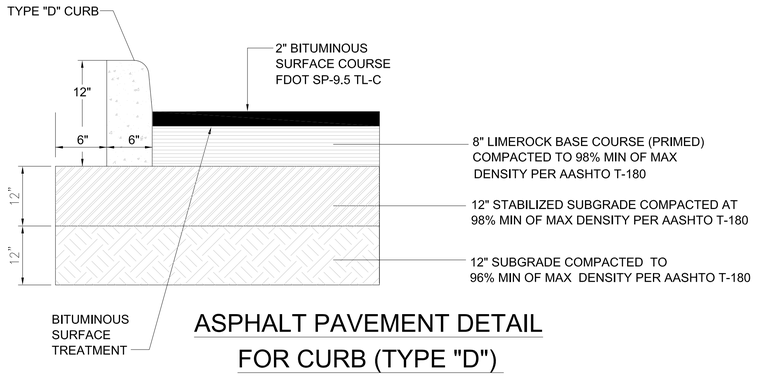
DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES
1750 PONCE DE LEON BLVD. CORAL GABLES, 33134 TELEPHONE (305) 447-0900 FAX (305) 448-4986
FORT MYERS
CERTIFICATE OF AUTHORIZATION EB 2930

DRAWN	
DATE	08/14/2023
SCALE	AS SHOWN
JOB NO.	20180

SITE PLAN SUBMITTAL

SHEET TITLE:
CIVIL SITE PLAN

SHEET NUMBER:
C-2.0



ASPHALT PAVEMENT DETAIL FOR CURB (TYPE "D")

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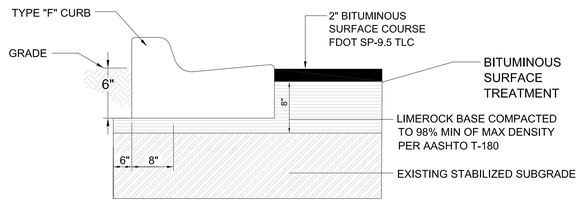

ASPHALT PAVEMENT DETAIL FOR CURB & GUTTER (TYPE "F")

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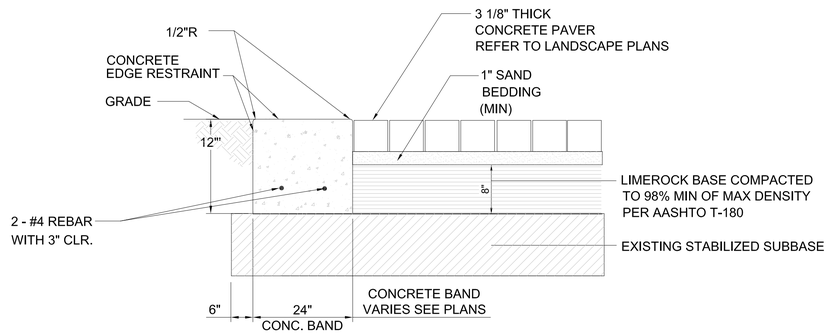

CONCRETE PAVER EDGE RESTRAINT

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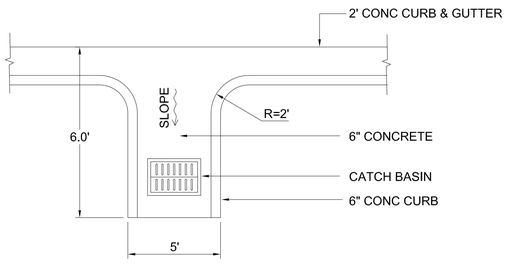
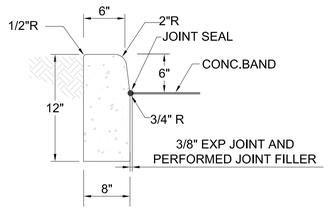


FLUME DETAIL

N.T.S.



6" CURB (TYPE "D")

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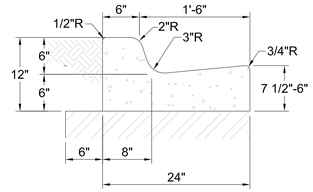

2' CURB AND GUTTER (TYPE "F")

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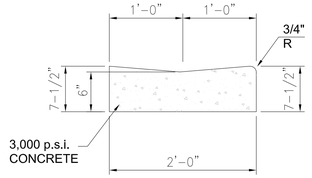


2' DROP CURB

NTS

CURB DETAILS

N.T.S.

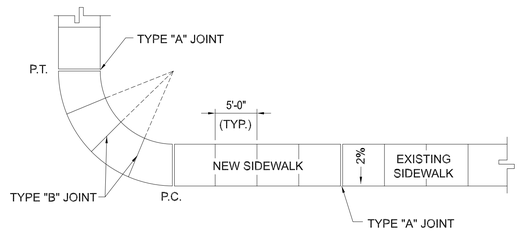
NOTES:

1- ALL WORK SHALL COMPLY WITH MIAMI-DADE COUNTY STANDARD ROAD DETAILS R 14.1 AND R 14.2

2- SUBGRADE SHALL BE COMPACTED TO 98% DENSITY AASHTO T-99.

3- CURB, CURB & GUTTER, AND GUTTER SHALL BE CONSTRUCTED IN 50' MAX SECTIONS WITH 1/8" TO 1/4" OPEN EXPANSION JOINT BETWEEN EACH SECTION AND CONTRACTION JOINTS AT 10' INTERVALS.

4- CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS.

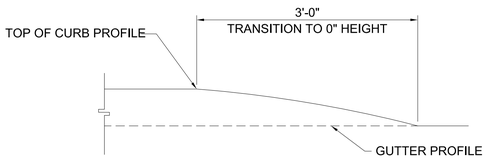


PLAN



SECTION "A-A"

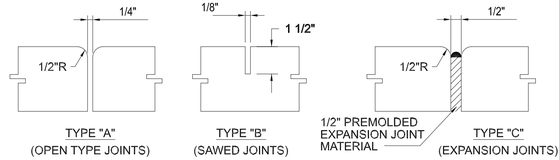
TABLE OF SIDEWALK THICKNESS-"T"	
LOCATIONS	"T"
NON-VEHICULAR AREAS	4"
DRIVEWAYS	6"



PROFILE

STANDARD CURB ENDING

N.T.S.



JOINTS

SIDEWALK CONSTRUCTION DETAIL

AS PER MIAMI-DADE COUNTY STD. DETAIL R 13.1

N.T.S.

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATIONS
"A"	P.C. AND P.T. OF CURVES. JUNCTION OF EXISTING AND NEW SIDEWALKS.
"B"	5'-0" CENTER TO CENTER ON SIDEWALKS.
"C"	*WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES.

SIDEWALK NOTES:

1- CONCRETE FINISH 1/16" DEPTH BRUSH OR BOOM FINISH.

2- ENTIRE PAVEMENT SURFACE SHALL BE SPRAYED UNIFORMLY WITH SEALTIGHT 1200-WHITE (W. R. MEADOWS) WATER BASE WHITE PIGMENTED CONCRETE CURING COMPOUND IMMEDIATELY AFTER THE FINISHING OF THE SURFACE AND BEFORE THE SET CONCRETE HAS TAKEN PLACE.

3- CONTRACTION JOINT SHALL BE CUT EVERY 10 FEET (CENTER TO CENTER, BOTH DIRECTIONS).

4- EXPANSION JOINTS SHALL BE PLACED AT WHERE THE CONCRETE PAVEMENT ABUTS ANY ABOVE GROUND AND BELOW GRADE STRUCTURE, AND EVERY 100 FEET (CENTER TO CENTER, BOTH DIRECTIONS).

5- EXPANSION JOINTS AND CONTRACTION JOINTS SHALL BE AS PER THE SIDEWALK CONSTRUCTION JOINT DETAILS.

6- SIDEWALK SHALL HAVE A 2% MAX CROSS SLOPE.

7- CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.

8- ALL SIDEWALK PAVEMENT SHALL HAVE P.S.I. FIBERSTRAND 150 AT A RATE OF 0.67 LB\CY.

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
EXPIRES REGISTRATION: EB 2030

TODD A. SEYMOUR
LICENSE NUMBER
No 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 1750 PONCE DE LEON BLVD. CORAL GABLES, 33134 TELEPHONE (305) 447-0900 FAX (305) 444-4986
FORT MYERS CERTIFICATE OF AUTHORIZATION EB 2930

DRAWN	
DATE	08/14/2023
SCALE	AS SHOWN
JOB NO.	20180

SITE PLAN SUBMITTAL

SHEET TITLE:
PAVEMENT DETAILS

SHEET NUMBER:
C-3.0

LEGEND

- PROPOSED SANITARY MANHOLE
- PROPOSED STORM WATER MANHOLE
- PROPOSED DRAINAGE INLET
- PROPOSED DRAINAGE WELL

79TH STREET CAUSEWAY / SR 934
(KENNEDY BLVD.)

EAST TREASURE DRIVE

PROPERTY LINE

10' INGRESS AND EGRESS EASEMENT

EXIST. FIRE HYDRANT (TO REMAIN)

EXIST. 2" GAS MAIN

EXIST. FIRE HYDRANT (TO REMAIN)

PROP. F.D.C W \ GUARD POSTS

R/W LINE

EXIST. 30" C.I. WM

EXIST. 30" C.I. WM (E1844-2)

TRAFFIC SIGNAL

EXIST. 12" WM (E1844-1)

PROP. 2" GAS METER

SEE PLUMBING PLAN FOR DETAILS

PROP. 8" 90° BEND VERTICAL

PROP. 6" 90° BEND VERTICAL

13.8

6" DIP WM

8" DIP WM

PROP. 8" 45° BEND ROTATE WEST

PROP. 6" 45° BEND ROTATE WEST

PROP. 8" 11.25° BEND ROTATE WEST

PROP. 6" 11.25° BEND ROTATE WEST

PROP. 8" 22.5° BEND ROTATE NORTH

PROP. 6" 22.5° BEND ROTATE NORTH

PROP 8" DIP WM

PROP 6" DIP WM

PROP. 6" 11.25° BEND ROTATE NORTH

PROP. 8" 11.25° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE NORTH

PROP. 8" 11.25° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE NORTH

6" DIP WM
8" DIP WM

PROP. 4" 90° BEND VERTICAL

4' UTILITY EASEMENT O.R.B. 1000, PAGE 489

PROP. 8" 11.25° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE NORTH

PROP. 4" 11.25° BEND ROTATE NORTH

PROP. 8" 11.25° BEND ROTATE NORTH

10.1

PROP 8" DIP WM

PROP. 6" 11.25° BEND ROTATE SOUTH

PROP. 8" 11.25° BEND ROTATE SOUTH

PROP. 4" 11.25° BEND ROTATE SOUTH

PROP 4" DIP WM
PROP 6" DIP WM

PROP. 6" 11.25° BEND ROTATE NORTH

PROP. 8" 11.25° BEND ROTATE NORTH

PROP. 4" 11.25° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE SOUTH

PROP. 8" 11.25° BEND ROTATE SOUTH

PROP. 4" 11.25° BEND ROTATE SOUTH

10.2

PROP. 2" GAS METER

12.5

6" DIP WM
4" DIP WM

PROP 4" DIP WM

4' UTILITY EASEMENT O.R.B. 1000, PAGE 489

PROP 6" DIP WM

PROP 8" DIP WM

PROP. 6" 11.25° BEND ROTATE NORTH

PROP. 8" 11.25° BEND ROTATE NORTH

PROP. 4" 11.25° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE SOUTH

PROP. 8" 11.25° BEND ROTATE SOUTH

PROP. 4" 11.25° BEND ROTATE SOUTH

4" D.I.P. WATER METER (IRR)

PROP. 4" BACKFLOW PREVENTER WITH GUARD POSTS (DOM)

PROP. 4" BACKFLOW PREVENTER WITH GUARD POSTS (IRR)

PROP. 6" 90° BEND VERTICAL

PROP. 6" BACKFLOW PREVENTER WITH GUARD POSTS

PROP. 8" 90° BEND VERTICAL

PROP. 8" DDCV WITH GUARD POSTS & P.I.V. W/ TAMPER SWITCH

PROP. 4" 90° BEND VERTICAL

PROP. 4" BACKFLOW PREVENTER WITH GUARD POSTS

PROP. 6" 22.5° BEND ROTATE NORTH

PROP. 8" 22.5° BEND ROTATE NORTH

PROP. 4" 22.5° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE NORTH

PROP. 8" 11.25° BEND ROTATE NORTH

PROP. 4" 11.25° BEND ROTATE NORTH

DUAL 2" WATER METER (DOM)

PROP. 4" T.S.V.

PROP. 4" T.S.V.

PROP. 6" T.S.V.

PROP. 8" T.S.V.

6" WATER METER (DOM)

PROP. 4" T.S.V.

4" WATER METER (DOM)

R/W LINE

EXIST. 1" GAS LINE (TO BE CAPPED & ABANDONED)

EXIST. 12" WM

25.0'

25.0'

PROP. 6" 45° BEND ROTATE WEST

EXIST. FH (TO BE RELOCATED)

PROP. 8" 45° BEND ROTATE WEST

PROP. 8" 45° BEND ROTATE WEST

PROP. 6" 22.5° BEND ROTATE NORTH

PROP. 4" 22.5° BEND ROTATE NORTH

PROP. 8" 22.5° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE NORTH

PROP. 8" 11.25° BEND ROTATE NORTH

PROP. 4" 11.25° BEND ROTATE NORTH

PROP. 6" 11.25° BEND ROTATE SOUTH

PROP. 8" 11.25° BEND ROTATE SOUTH

PROP. 4" 11.25° BEND ROTATE SOUTH

PROP. 6" 11.25° BEND ROTATE NORTH

PROP. 8" 11.25° BEND ROTATE NORTH

PROP. 4" 11.25° BEND ROTATE NORTH

PUBLIX LIQUOR 1,647 SQFT

VANILLA BOX SHELL (TENANT IMPROVEMENT UNDER SEPARATE PERMIT) (35,037 S.F.)

RETAIL 2,535 SQFT

BAZAAR BCH 722 SQFT

RETAIL / RESIDENTIAL LOADING & BACK OUT

NORTH

WATER DISTRIBUTION PLAN

SCALE: 1" = 20'

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2930

TODD A. SEVMOUR
LICENSED ENGINEER
No. 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 331134 TELEPHONE (305) 447-0900 FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES, FLORIDA 33134 FAX (305) 444-4086
CERTIFICATE OF AUTHORIZATION EB 2930

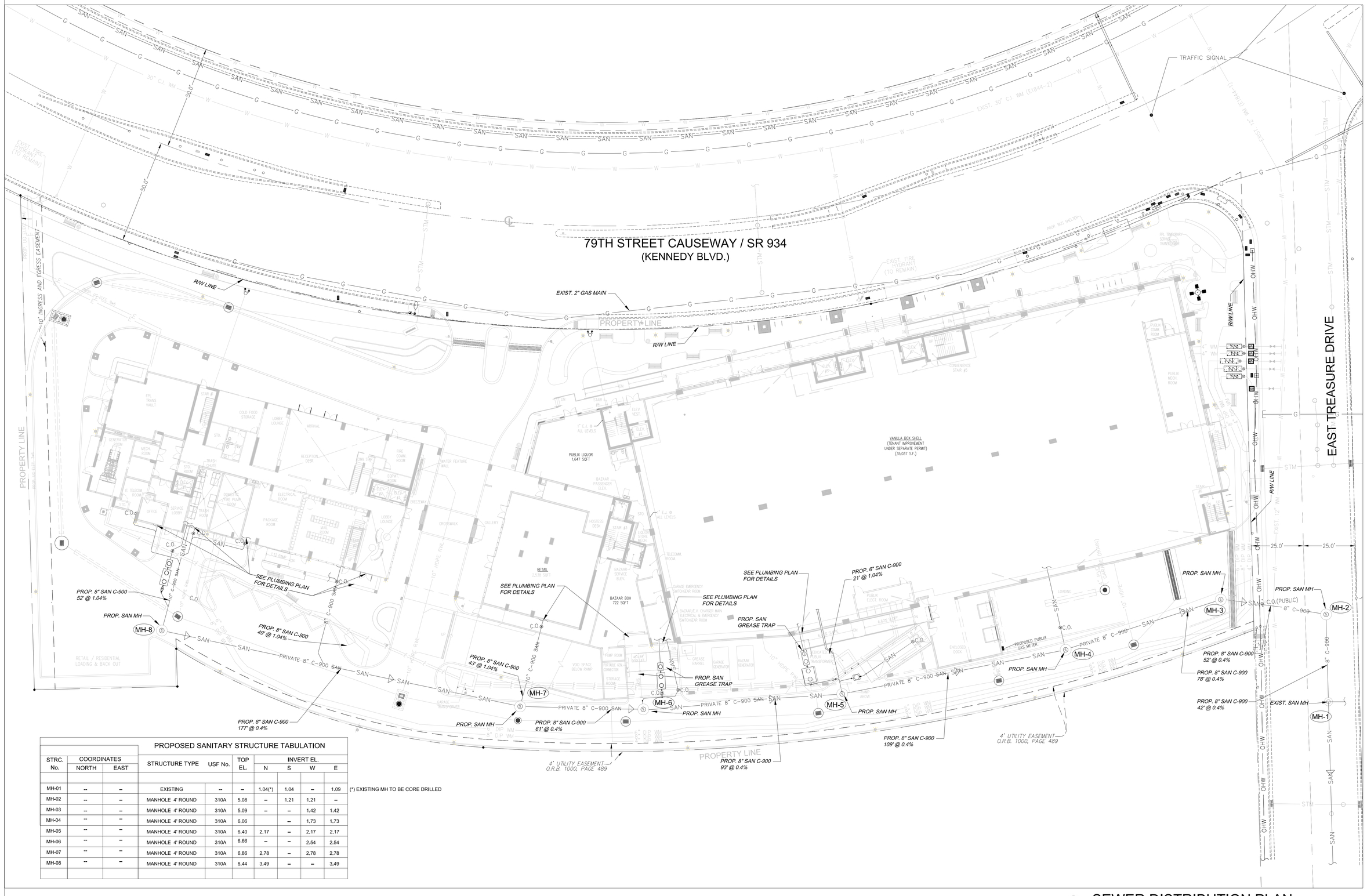
dpa

DRAWN	
DATE	08/14/2023
SCALE	AS SHOWN
JOB NO.	20180

SITE PLAN SUBMITTAL

SHEET TITLE:
WATER DISTRIBUTION PLAN

SHEET NUMBER:
C-4.1



PROPOSED SANITARY STRUCTURE TABULATION

STRC. No.	COORDINATES NORTH	COORDINATES EAST	STRUCTURE TYPE	USF No.	TOP EL.	INVERT EL. N	INVERT EL. S	INVERT EL. W	INVERT EL. E
MH-01	--	--	EXISTING	--	--	1.04(*)	1.04	--	1.09
MH-02	--	--	MANHOLE 4' ROUND	310A	5.08	--	1.21	1.21	--
MH-03	--	--	MANHOLE 4' ROUND	310A	5.09	--	--	1.42	1.42
MH-04	--	--	MANHOLE 4' ROUND	310A	6.06		--	1.73	1.73
MH-05	--	--	MANHOLE 4' ROUND	310A	6.40	2.17	--	2.17	2.17
MH-06	--	--	MANHOLE 4' ROUND	310A	6.66	--	--	2.54	2.54
MH-07	--	--	MANHOLE 4' ROUND	310A	6.86	2.78	--	2.78	2.78
MH-08	--	--	MANHOLE 4' ROUND	310A	8.44	3.49	--	--	3.49

(*) EXISTING MH TO BE CORE DRILLED

NORTH

SEWER DISTRIBUTION PLAN

SCALE: 1" = 20'

697

BY

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2930

TODD A. SEYMOUR
LICENSED
No 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 33134 TELEPHONE (305) 447-0900 FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES, FL 33134 FAX (305) 447-0901
CERTIFICATE OF AUTHORIZATION EB 2930

dpa

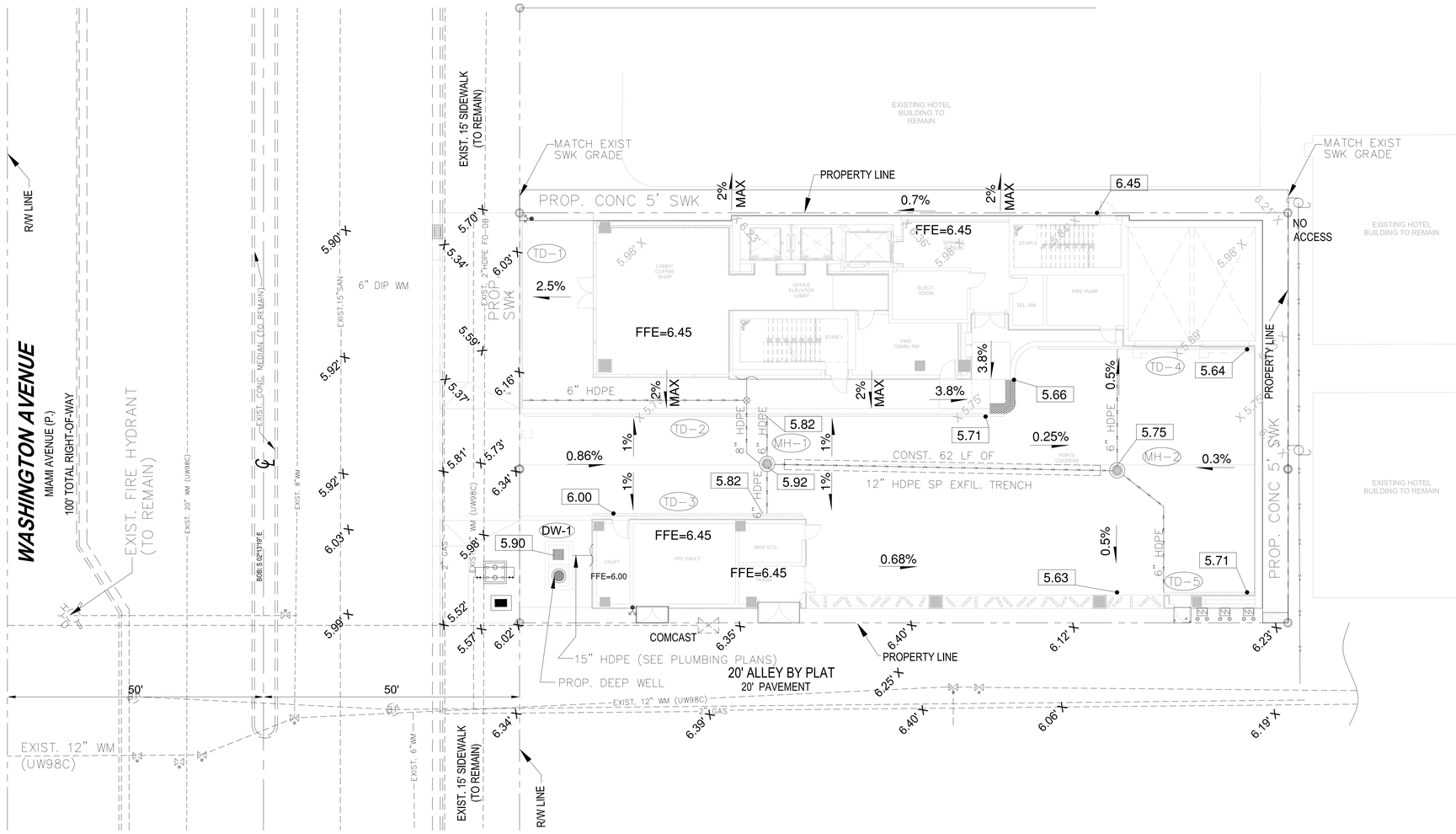
DRAWN
DATE 08/14/2023
SCALE AS SHOWN
JOB NO. 20180

SITE PLAN SUBMITTAL

SHEET TITLE:
SEWER DISTRIBUTION PLAN

SHEET NUMBER:
C-5.0

30" x 42" Arch E1 - SHEET SIZE



N

Scale: 1"=10'-0"

LEGEND

- EXISTING ELEVATIONS
- XX.XX PROPOSED ELEVATIONS
- TRENCH DRAIN
- PROPOSED DRAINAGE DEEP WELL
- HDPE PROPOSED DRAINAGE PIPE
- PROPOSED EXFILTRATION TRENCH
- X-X DRAIN STRUCTURE ID
- FFE FINISH FLOOR ELEVATION
- EOP EDGE OF PAVEMENT
- BOC BACK OF CURB
- TOP TOP OF CURB

PROPOSED DRAINAGE STRUCTURE TABULATION (FT)

STRC. No.	COORDINATES LATITUDE	COORDINATES LONGITUDE	STRUCTURE TYPE	CASTING	TOP EL.	INVERT EL. N	S	W	E	NW	SW	NE	SE	N	BOTT. EL.	NOTES	SUMP
TD-1			Z886 - HD	P6-DTW	6.10	3.75	3.75	--	--	--	--	--	--	--			
TD-2			Z886 - HD	P6-DTW	5.71	--	--	3.75	3.75	--	--	--	--	--			
TD-3			Z886 - HD	P6-DTW	5.82	--	--	3.75	3.75	--	--	--	--	--			
TD-4			Z886 - HD	P6-DTW	5.64	--	--	3.75	3.75	--	--	--	--	--			
TD-5			Z886 - HD	P6-DTW	5.71	--	--	3.75	3.75	--	--	--	--	--			
DW-1			PROP DEEP WELL	4132-6001	5.90	--	--	--	2.10	--	--	--	--	--	(-)1.90		
MH-1			NYLOPLAST 2815AG3 S/C	599CGC	5.92	2.60	--	--	2.50	--	--	--	--	2.60	1.50		
MH-2			NYLOPLAST 2815AG3 S/C	599CGC	5.75	2.70	2.70	2.50	--	--	--	--	--	--	1.50		

FILE NAME: Autodesk Docs://One Soundscape Park (OSP)/OSP-AAI-MAIN.rvt
PLOT DATE: 8/4/2023 2:52:55 PM

ONE SOUNDSCAPE PARK

1665-1667 WASHINGTON AVE, MIAMI, FL 33139



CLIENT
SHVO
745 FIFTH AVENUE NEW YORK, NY 10151

No.	DESCRIPTION:	DATE:
	ISSUED FOR PERMIT	08/11/2023

REVISIONS

CONSULTANTS

DESIGN CONSULTANT
PETER MARINO ARCHITECT — 150 EAST 58TH STREET NEW YORK, NY 10155

ARCHITECT OF RECORD
AAI ARCHITECTS, P.C. — 14 WALL STREET, 2ND FLOOR NEW YORK, NY 10005

STRUCTURAL ENGINEER
YH CONSULTING ENGINEERING — 99 NW 27 AVENUE MIAMI, FLORIDA 33125

MEP ENGINEER
COSENTINI ASSOCIATES — 498 SEVENTH AVENUE NEW YORK, NY 10018

LANDSCAPE ARCHITECT
CLAD LANDSCAPE ARCHITECTURE AND DESIGN — 8020 NE 4TH AVENUE, STUDIO 113, MIAMI, FLORIDA 33138

CIVIL/TRAFFIC
DAVID PLUMMER & ASSOCIATES — 1750 PONCE DE LEON BLVD CORAL GABLES, FLORIDA 33134

DRAWING STATUS
95% CD

Discrepancies must be reported immediately to the Engineer before proceeding. Only figured dimensions are to be used. Contractors must check all dimensions on site. This drawing is protected by copyright.

ALL DIMENSIONS ARE SHOWN IN IMPERIAL.

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL
CORAL GABLES FORT MYERS
CERTIFICATE OF AUTHORIZATION EB 26000

STAMP
LICENSED A. SEMAAN STATE OF FLORIDA No 52098 PROFESSIONAL ENGINEER

DIGITAL SIGNATURE

PROJECT NORTH ARROW
PROJECT NORTH — TRUE NORTH

DRAWING TITLE
PAVING & DRAINAGE PLAN

DRAWN	CHECKED
DL	TS
SCALE @ ARCH E	DATE: 09/01/2023
GRAPHIC SCALE: 1"=10'	
PROJECT NO.: 22112	
DRAWING NO.: C-6.0	REVISION NO.

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2930

TODD A. SEYMOUR
LICENSED
No 52098
STATE OF
FLORIDA
PROFESSIONAL
ENGINEER

PROJECT NUMBER:

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES
1750 PONCE DE LEON BLVD. CORAL GABLES, 33134 TELEPHONE (305) 447-0900 FAX (305) 444-1086
FORT MYERS
CERTIFICATE OF AUTHORIZATION EB 2930

dpa

DRAWN	
DATE	08/14/2023
SCALE	AS SHOWN
JOB NO.	20180

SITE PLAN SUBMITTAL

SHEET TITLE:
SIGNING & PAVEMENT MARKING PLAN

SHEET NUMBER:
C-7.0

SIGNING & PAVEMENT MARKING PLAN

SCALE: 1" = 20'

NORTH

SIGNING AND PAVEMENT MARKING NOTES:

1. ALL SIGNING AND PAVEMENT MARKINGS INSTALLED AS PART OF THESE PLANS SHALL CONFORM TO THE 2009 EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS, FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS. ALL SIGN PANELS SHALL BE FABRICATED TO COMPLY WITH THE MOST RECENT EDITION OF THE FEDERAL HIGHWAY AND ADMINISTRATION STANDARD HIGHWAY SIGNS.

2. THE CONTRACTOR SHALL MATCH EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND THE END OF THE PROJECT AND AT ALL SIDE STREETS WITHOUT JOGS AND OFFSETS.

3. SIGN ASSEMBLY LOCATIONS SHOWN ON PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, DRIVEWAYS, WHEELCHAIR RAMPS, ETC., MAY BE ADJUSTED SLIGHTLY AS DIRECTED BY THE ENGINEER.

4. INCORRECTLY PLACED THERMOPLASTIC (OR PAINT) MARKINGS OVER FINAL COURSE WILL BE REMOVED BY MILLING AND REPLACING THE ASPHALT A MINIMUM WIDTH OF 18 IN AT THE CONTRACTOR'S EXPENSE. THE ENGINEER MAY APPROVE AN ALTERNATIVE METHOD IF IT CAN BE DEMONSTRATED TO COMPLETELY REMOVE THE MARKINGS WITHOUT DAMAGING THE ASPHALT.

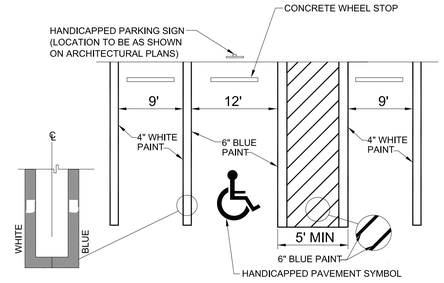
5. THE CONTRACTOR SHALL RELOCATE ALL EXISTING POST-MOUNTED STREET NAME AND STOP SIGNS TO A VISIBLE AREA UNDISTURBED BY THE CONSTRUCTION SO AS TO MINIMIZE DAMAGE TO THE SIGNS DURING CONSTRUCTION. THE STREET NAME SHALL BE REATTACHED TO THE TOP OF THE NEW STOP SIGNS ON MINOR SIDE STREETS AT THE END OF CONSTRUCTION. THE NEW STOP SIGN POST SHALL HAVE ADEQUATE LENGTH TO ACCOMMODATE THE EXISTING STREET NAMES AT THE TOP. COST OF RELOCATION AND REATTACHMENT OF STREET NAME SIGN SHALL BE PAID FOR UNDER PAY ITEM MAINTENANCE OF TRAFFIC.

6. EXTRUDED ALUMINUM SIGN SUPPORT CLAMPS ARE NOT ACCEPTABLE. ALL RELOCATED SIGNS MUST COMPLY WITH THE STANDARD SPECIFICATIONS, SPECIAL PROVISIONS AND ROADWAY DESIGN AND TRAFFIC STANDARDS AS IF THEY WERE NEW SIGNS. IF EXISTING CLAMPS, BRACKETS, POLES, ETC. NEED TO BE REPLACED THE COST SHALL BE INCLUDED IN THE RELOCATION PAY ITEMS.

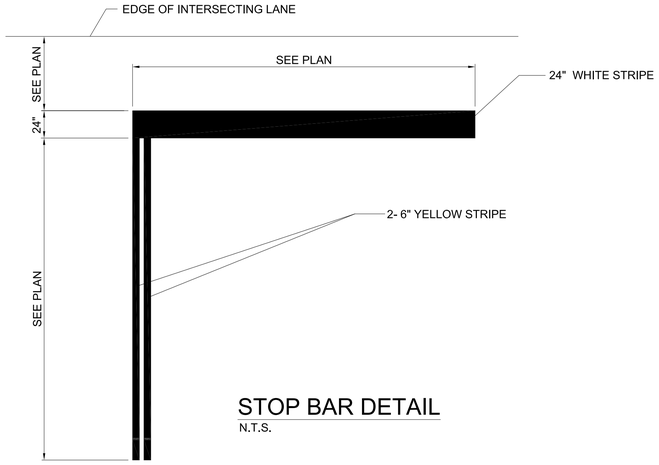
7. THE CONTRACTOR SHALL SUBMIT A LIST OF THE EXISTING SIGNS TO THE PROJECT ENGINEER AT THE PRE-CONSTRUCTION CONFERENCE. ANY LOST OR DAMAGED DURING CONSTRUCTION SIGNS SHALL BE REPLACED AT NO ADDITIONAL COST. COST OF MAINTAINING OF EXISTING SIGNS TO BE INCLUDED IN ITEM MAINTENANCE OF TRAFFIC.

8. STOP BARS SHALL BE PLACED AT LEAST 4 FEET FROM CROSSWALKS.

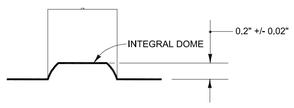
9. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.



ADD HANDICAP PARKING DETAIL
N.T.S.



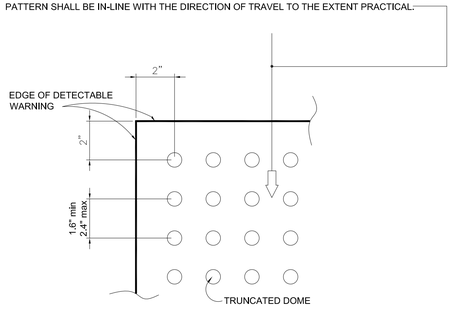
STOP BAR DETAIL
N.T.S.



THE TOP WIDTH OF THE DOME SHALL BE A MINIMUM OF 50% AND A MAXIMUM OF 65% OF THE BASE DIAMETER.

TRUNCATED DOME

ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.



BASE-TO-BASE SPACING SHALL BE 0.65" MINIMUM BETWEEN DOMES.

PLAN VIEW

CURB RAMP DETECTABLE WARNING DETAIL
N.T.S.

DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL FOR 36 INCHES.



R3-5R
(24" X 30")

RIGHT TURN ONLY SIGN
N.T.S.



HANDICAP ACCESSIBLE SIGN
N.T.S.



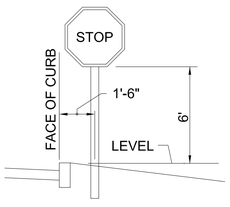
R1-1
(30" X 30")

STOP SIGN
N.T.S.

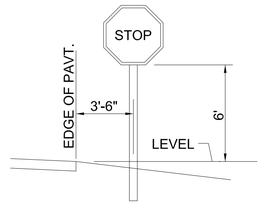


R5-1
(30" X 30")

DO NOT ENTER SIGN
N.T.S.



SIGN ADJACENT TO PAVEMENT WITH CURB



SIGN ADJACENT TO PAVEMENT WITHOUT CURB

NOTE:
STOP SIGN AND ASSEMBLY SHALL BE FABRICATED AND INSTALLED IN ACCORDANCE WITH MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT STANDARD DETAILS AND SPECIFICATIONS.

STOP SIGN LOCATION DETAIL
N.T.S.

NOTES:
1. PAVEMENT MARKINGS SHALL COMPLY WITH THE LATEST ADDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
2. ALL PAVEMENT MARKINGS SHALL BE THERMO-PLASTIC TRAFFIC STRIPES AND MARKINGS, UNLESS OTHERWISED NOTED ON PLANS.

700

BY

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
EXPIRES REGISTRATION: EB 2030

TODD A. SEYMOUR
LICENSED
No 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

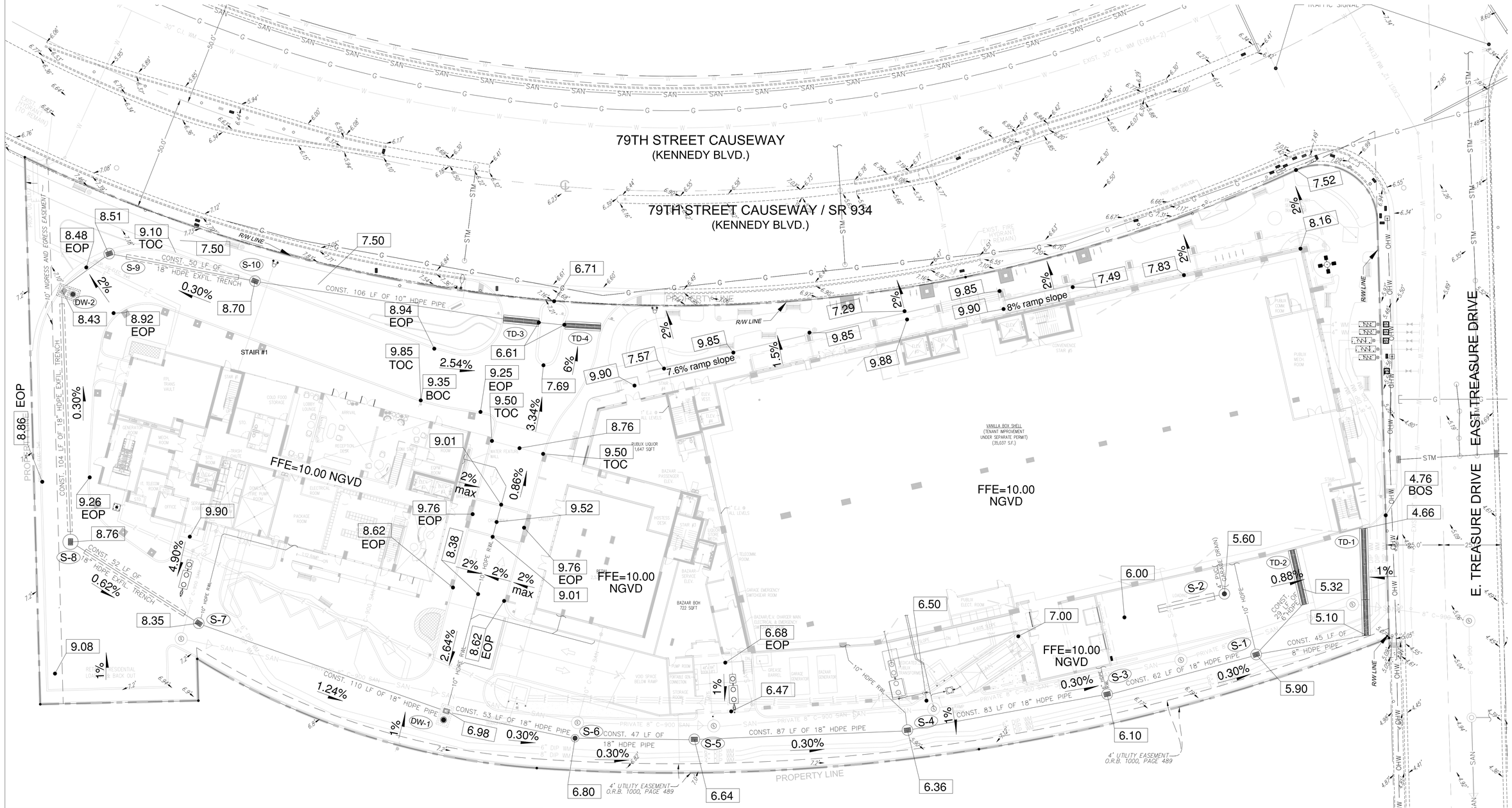
DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 1550 PONCE DE LEON BLVD. CORAL GABLES, 33134 TELEPHONE (305) 447-0900 FAX (305) 444-4089
FORT MYERS
CERTIFICATE OF AUTHORIZATION EB 2600

DRAWN	
DATE	08/14/2023
SCALE	AS SHOWN
JOB NO.	20180

SITE PLAN SUBMITTAL

SHEET TITLE:
SIGNING & PAVEMENT MARKING NOTES AND DETAILS

SHEET NUMBER:
C-8.0



PROPOSED DRAINAGE STRUCTURE TABULATION (FT)

STRC. No.	COORDINATES LATITUDE	COORDINATES LONGITUDE	STRUCTURE TYPE	USF No.	TOP EL.	INVERT EL. N	S	W	E	NW	SW	NE	SE	BOTT. EL.	NOTES	SUMP
S-1			PROP CATCH BASIN Ø4'	4700-6223	5.90	3.30	--	2.60	2.60	--	--	3.30	--	0.60	--	2.00
S-2			PROP MANHOLE Ø4'	310A	5.60	2.60	--	2.40	--	--	--	--	--	(-)1.10	1 BAFFLE	3.50
S-3			PROP CATCH BASIN Ø4'	4700-6223	6.10	3.70	--	2.50	2.50	--	--	--	--	0.50	--	2.00
S-4			PROP CATCH BASIN Ø4'	4700-6223	6.36	3.00	--	2.40	2.40	--	--	--	--	0.40	--	2.00
S-5			PROP CATCH BASIN Ø4'	4700-6223	6.64	--	--	2.30	2.30	--	--	--	--	0.30	--	2.00
S-6			PROP MANHOLE Ø3'	310A	6.80	--	--	2.20	2.20	--	--	--	--	0.20	--	2.00
S-7			PROP CATCH BASIN Ø4'	4700-6223	8.35	4.00	--	--	--	3.00	--	--	3.00	(-)0.50	2 BAFFLE	3.50
S-8			PROP CATCH BASIN Ø6'	4700-6223	8.76	3.00	--	--	--	--	--	--	3.00	(-)0.50	2 BAFFLE	3.50
S-9			PROP CATCH BASIN Ø4'	4700-6223	8.51	--	--	--	3.00	--	3.00	--	--	(-)0.50	1 BAFFLE	3.50
S-10			PROP CATCH BASIN Ø4'	4700-6223	8.70	--	--	3.00	3.00	--	--	--	--	(-)0.50	1 BAFFLE	3.50
DW-1	25°50'51.14" N	80°08'51.41" W	PROP DEEP WELL	4105-6220	6.98	4.20	--	3.00	2.10	--	--	--	--	(-)4.60	--	--
DW-2	25°50'52.96" N	80°08'53.24" W	PROP DEEP WELL	4105-6220	8.43	--	3.00	--	--	--	--	3.00	--	(-)3.10	1 BAFFLE	--
TD-1			PROP TRENCH DRAIN	Z882 DGC	5.10	--	--	4.00	--	--	--	--	--	--	--	--
TD-2			PROP TRENCH DRAIN	Z882 DGC	5.32	--	--	--	--	--	4.00	--	--	--	--	--
TD-3			PROP TRENCH DRAIN	Z882 DGC	6.61	--	--	5.50	5.60	--	--	--	--	--	--	--
TD-4			PROP TRENCH DRAIN	Z882 DGC	6.61	--	--	5.60	--	--	--	--	--	--	--	--

LEGEND

- +XX.XX EXISTING ELEVATIONS
- XX.XX PROPOSED ELEVATIONS
- CATCH BASIN PRECAST W/ BAFFLES (MINIMUM 6' DIAM.)
- TRENCH DRAIN
- PROPOSED DRAINAGE DEEP WELL
- DRAINAGE MH
- HDPE PROPOSED DRAINAGE PIPE
- PROPOSED EXFILTRATION TRENCH
- X-X DRAIN STRUCTURE ID
- FFE FINISH FLOOR ELEVATION
- EOP EDGE OF PAVEMENT
- BOC BACK OF CURB
- TOP TOP OF CURB

NORTH

GRADING & DRAINAGE PLAN

SCALE: 1" = 20'

701

BY

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2690

TODD A. SEYMOUR
LICENSED
No 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

DAVID PLUMMER & ASSOCIATES,INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES, FL 33134 TELEPHONE (305) 447-0900 FAX (305) 441-1080
CERTIFICATE OF AUTHORIZATION EB 2690

dpa

DRAWN
DATE 08/14/2023
SCALE AS SHOWN
JOB NO. 20180

SITE PLAN SUBMITTAL

SHEET TITLE:
GRADING & DRAINAGE PLAN

SHEET NUMBER:
C-9.0

79TH STREET CAUSEWAY
(KENNEDY BLVD.)

79TH STREET CAUSEWAY / SR 934
(KENNEDY BLVD.)

E. TREASURE DRIVE

PROPERTY LINE

R/W LINE

10' INGRESS AND EGRESS EASEMENT

0.013 AC
0.056 AC
0.071 AC
0.073 AC
0.011 AC
0.174 AC
0.107 AC
0.028 AC
0.104 AC
0.086 AC
0.035 AC
0.032 AC
0.030 AC
0.046 AC

S-9
DW-2
S-10
S-8
S-7
DW-1
S-6
S-5
S-4
S-3
S-2
S-1
TD-1
TD-2
TD-3
TD-4

CONST. 50 LF OF 18" HDPE EXFIL. TRENCH
CONST. 106 LF OF 10" HDPE PIPE
CONST. 104 LF OF 18" HDPE EXFIL. TRENCH
CONST. 52 LF OF 8" HDPE EXFIL. TRENCH
CONST. 110 LF OF 18" HDPE PIPE
CONST. 53 LF OF 18" HDPE PIPE
10" HDPE R/WL
CONST. 87 LF OF 18" HDPE PIPE
CONST. 83 LF OF 18" HDPE PIPE
CONST. 62 LF OF 18" HDPE PIPE
CONST. 45 LF OF 8" HDPE PIPE

4' UTILITY EASEMENT
O.R.B. 1000, PAGE 489

TRAFFIC SIGNAL

PUBLIX LIQUOR
1,647 SQFT

RETAIL
2,336 SQ.F.

VANILLA BOX SHELL
(TENANT IMPROVEMENT
UNDER SEPARATE PERMIT)
(35,037 S.F.)

BAZAAR BOH
722 SQFT

LEGEND

- X-X — DRAIN STRUCTURE ID
- CATCH BASIN PRECAST W/ BAFFLES (MINIMUM 6' DIAM.)
- TRENCH DRAIN
- PROPOSED DRAINAGE DEEP WELL
- DRAINAGE MH
- HDPE — PROPOSED DRAINAGE PIPE
- PROPOSED EXFILTRATION TRENCH

NORTH

DRAINAGE MAP

SCALE: 1" = 20'

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2930

TODD A. SEYMOUR
LICENSED
No 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES
1750 PONCE DE LEON BLVD. CORAL GABLES, FL 33134
FORT MYERS
TELEPHONE (305) 447-0900 FAX (305) 447-0907
CERTIFICATE OF AUTHORIZATION EB 2930

dpa

DRAWN	
DATE	08/14/2023
SCALE	AS SHOWN
JOB NO.	20180

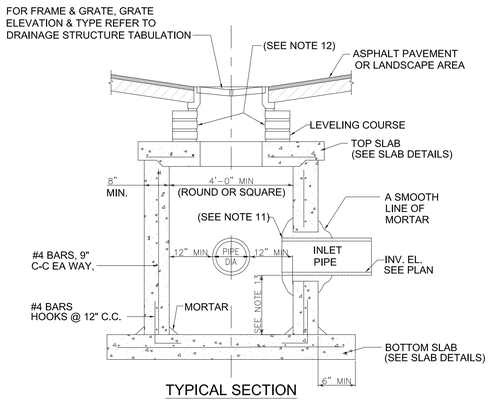
SITE PLAN SUBMITTAL

SHEET TITLE:
DRAINAGE MAP PLAN

SHEET NUMBER:
C-9.1

BY

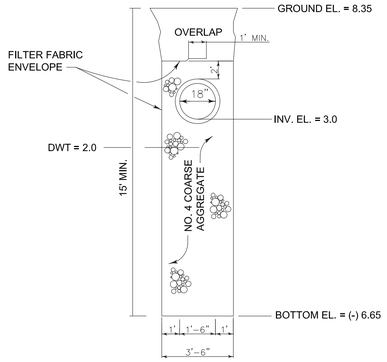
702



TYPICAL SECTION

PRECAST DRAINAGE STRUCTURES

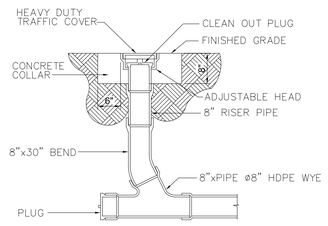
N.T.S.



FRENCH DRAIN CROSS SECTION

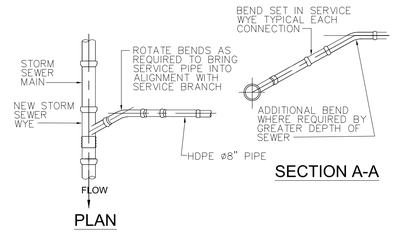
N.T.S.

NOTES:
1. FOR ADDITIONAL INFORMATION SEE M-D C STANDARD STORM DRAINAGE DETAIL SD 1.1.
2. FRENCH DRAIN PIPE SHALL BE HDPE PIPE OR APPROVED EQUAL.



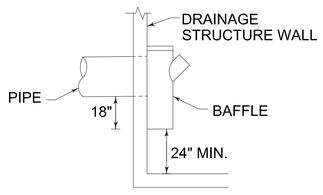
STORM WATER CLEAN OUT DETAIL

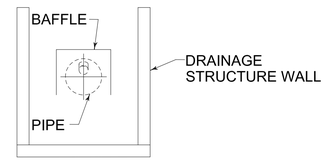
N.T.S.

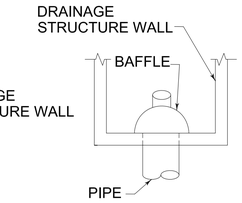


STORM WATER WYE BRANCH CONNECTION DETAIL

N.T.S.







BAFFLE DETAIL (FRENCH DRAIN)

N.T.S.

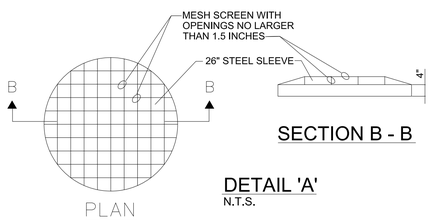
NOTES:
1. FOR ADDITIONAL INFORMATION SEE M-D C STANDARD STORM DRAINAGE DETAIL SD 1.1.
2. FRENCH DRAIN PIPE SHALL BE HDPE PIPE OR APPROVED EQUAL.

NOTES:

1. DESIGN CRITERIA: DESIGN, FABRICATION AND ERECTION OF PRECAST CONCRETE SHALL BE IN ACCORDANCE WITH ACI 318-99 BUILDING CODE REQUIREMENTS FOR REINFORCE CONCRETE AND PCI DESIGN HANDBOOK.
2. DESIGN LIVE LOADS: THE TOP SLAB DRAINAGE STRUCTURE SHALL BE DESIGN TO CARRY TRAFFIC LOADS (HS 20 LOADING).
3. CONCRETE: CONCRETE SHALL BE NORMAL WEIGHT, AND SHALL MEET THE REQUIREMENT OF ASTM C478. CONCRETE COVER FOR REINFORCEMENT SHALL BE 2 INCHES EXCEPT FOOTING BOTTOM BARS SHALL HAVE 3" COVER.
4. REINFORCING: REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, AND SHALL BE U.S. MANUFACTURE.
5. MORTAR: MORTAR USED TO SEAL THE PIPE IN THE WALLS SHALL BE OF SUCH A MIX THAT SHRINKAGE WILL NOT CAUSE LEAKAGE INTO OR OUT OF THE UNIT. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR PRECAST STRUCTURE FOR ENGINEER REVIEW AND APPROVAL.
6. SHOP DRAWING: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR PRECAST STRUCTURES TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE CONSTRUCTION OF STRUCTURE.
7. PRECAST MANUFACTURE SHALL SIZE THE DRAINAGE STRUCTURE TO ACCOMMODATE THE PROPOSED DRAINAGE PIPES. STEEL AND DIMENSIONS SHOWN IN PRECAST DRAINAGE STRUCTURE DETAIL IS FOR REFERENCE USE ONLY, PRECASTER SHALL DESIGN DRAINAGE STRUCTURE TO CARRY TRAFFIC LOADS (HS 20 LOADING), AND SHALL SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL, PRIOR TO THE TO THE CONSTRUCTION OF ANY DRAINAGE STRUCTURE..
8. TOP SLAB TO BE CAST WITH NOTCH TO FIT WALL USED.
9. PIPES MAY EXTEND INTO CATCH BASIN A MAXIMUM OF 3".
10. NONSHRINK GROUT MORTAR SHALL BE AS PER FDOT SECTION 934
11. A SMOOTH LINE OF NONSHRINK GROUT MORTAR 1/2" THICK INSIDE AND OUTSIDE.
12. SEAL STRUCTURE TOP SLAB TO STRUCTURE WALL WITH 1/2" MORTAR
13. 1'-0" MINIMUM SUMP DEPTH FOR MANHOLES AND CATCH BASIN WITHOUT BAFFLES; 3.5' MINIMUM SUMP DEPTH FOR CATCH BASINS WITH BAFFLES.
14. FOR ADDITIONAL CONCRETE AND REINFORCING STEEL DETAILS SEE M-D C STANDARD STORM DRAINAGE DETAIL SD 2.2.

DRAINAGE WELL DETAIL DW-1 & DW-2

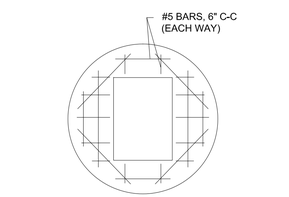
N.T.S.



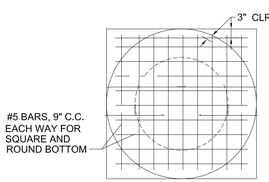
SECTION B - B

DETAIL 'A'

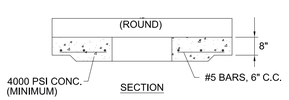
N.T.S.



PLAN 'B'

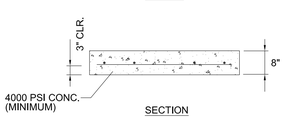


PLAN 'B'



SECTION

TOP SLAB DETAILS

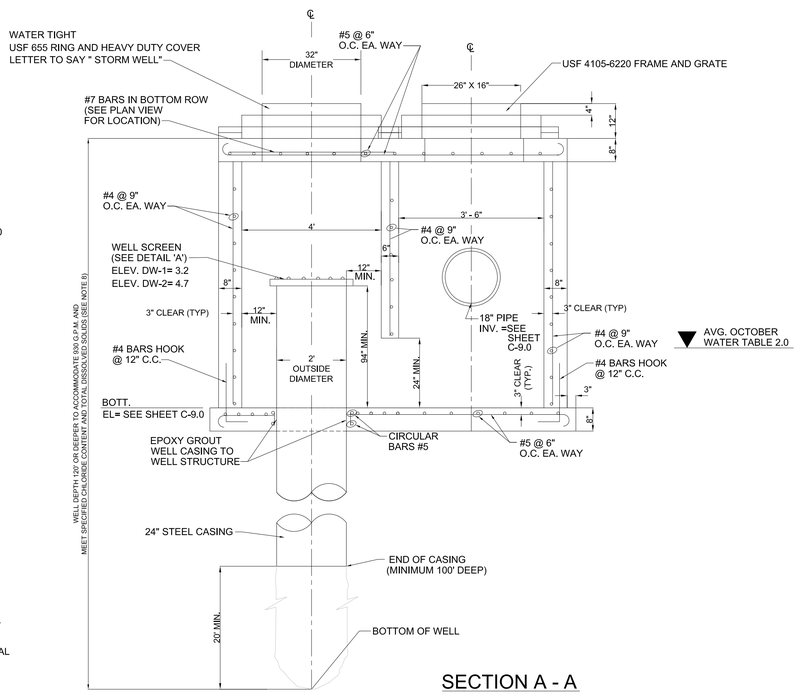


SECTION

BOTTOM SLAB DETAILS

DRAINAGE WELL NOTES:

1. CONCRETE SHALL BE f'c 4000 PSI AT 28 DAYS. TYPE II CEMENT
2. STRUCTURE TO BE CONSTRUCTED OF REINFORCED CONCRETE.
3. ALL REINFORCING STEEL SHALL BE NEW BARS IN ACCORDANCE WITH ASTM A-615 GRADE 60.
4. THE WELL DRILLER SHALL PROVIDE THE ENGINEER WITH CERTIFICATION OF THE CAPACITY AND COMPLETION OF CONSTRUCTION UPON COMPLETION OF INSTALLATION.
5. ALL STEEL BARS HAVE 3" MINIMUM COVER UNLESS OTHERWISE SHOWN AND SHALL BE HOOKED WHERE INDICATED. HORIZONTAL STEEL SHALL BE LAPPED A MINIMUM OF 24 BAR DIAMETERS AT CORNERS. FLOOR SLABS MAY BE SECURED TO STRUCTURE WALLS BY NO. 5 DOWEL BARS (A MINIMUM OF 6 DOWELS) PUSHED INTO THE WET CONCRETE AFTER THE FLOOR SLAB IS PLACED.
6. THE DRAINAGE WELL SHALL HAVE A MINIMUM CAPACITY OF 930 GPM/FOOT OF AVAILABLE HEAD.
7. THE DEEP WELL SHALL BE CLEANED AND FREE OF ALL SAND, SILT AND CONSTRUCTION DEBRIS PRIOR TO PROJECT COMPLETION.
8. A CERTIFIED WELL DRILLER SHALL DEVELOP THE WELL TO A DEPTH AT WHICH THE WATER CONTAINS A MINIMUM OF 10,000 PPM OF TOTAL DISSOLVED SOLIDS AND 1500 PPM OF CHLORIDES.
9. ALL STORM WATER RUNOFF FOR THE ENTIRE PROJECT IS ROUTED THROUGH THE DRAINAGE SYSTEM AS SHOWN ON DRAINAGE PLAN.



SECTION A - A

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 1750 PONCE DE LEON BLVD. CORAL GABLES, FL 33134 TELEPHONE (305) 443-0900 FAX (305) 444-1986
FORT MYERS
CERTIFICATE OF AUTHORIZATION EB 22600

703

BY

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2090

TODD A. SEYMOUR
No 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

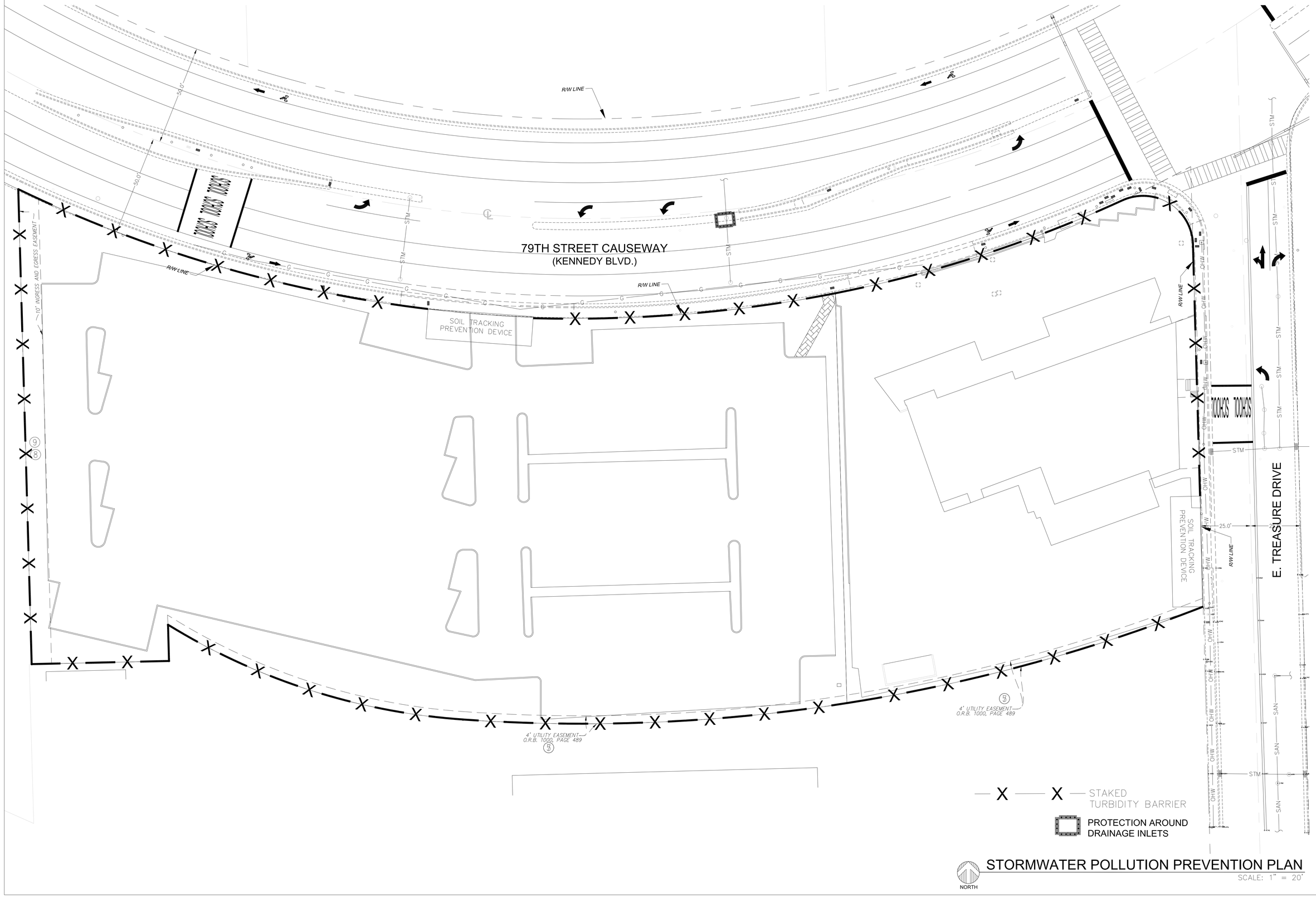
PROJECT NUMBER:

DRAWN
DATE 08/14/2023
SCALE AS SHOWN
JOB NO. 20180

SITE PLAN SUBMITTAL

SHEET TITLE:
DRAINAGE DETAILS

SHEET NUMBER:
C-10.0



STORMWATER POLLUTION PREVENTION PLAN

SCALE: 1" = 20'

704

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2930

TODD A. SEYMOUR
LICENSED
No 52098
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

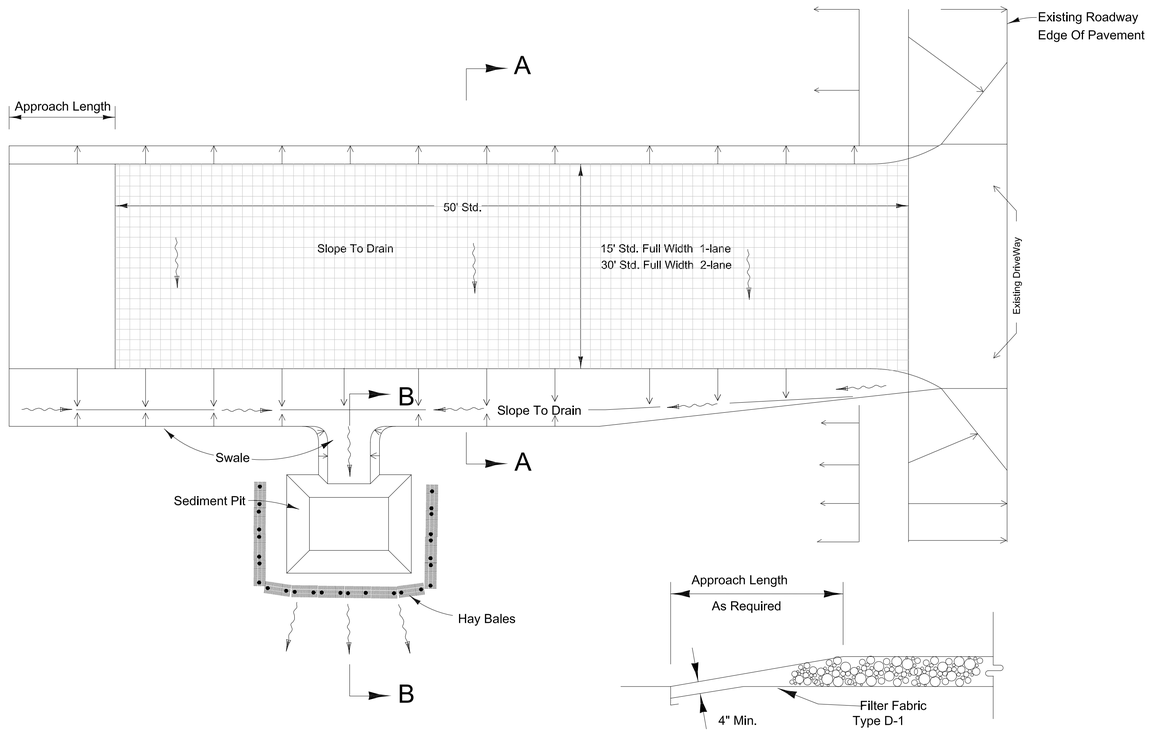
DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 33134 TELEPHONE (305) 447-0900 FORT MYERS
1750 PONCE DE LEON BLVD. FAX (305) 447-0907
CERTIFICATE OF AUTHORIZATION EB 2930

DRAWN	
DATE	08/14/2023
SCALE	AS SHOWN
JOB NO.	20180

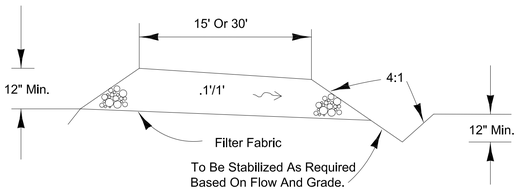
SITE PLAN SUBMITTAL

SHEET TITLE:
STORMWATER POLLUTION PREVENTION PLAN

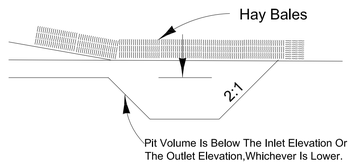
SHEET NUMBER:
C-11.0



TRANSITION DETAIL

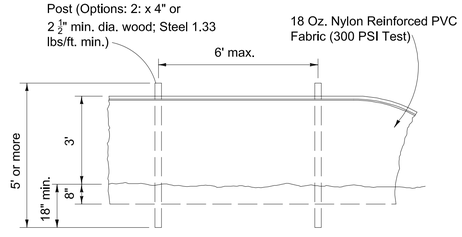


SECTION A-A



SECTION B-B

SOIL TRACKING PREVENTION DEVICE
N.T.S.



STAKED TURBIDITY BARRIER
N.T.S.

GENERAL NOTES

1. A Soil Tracking Prevention Device (STPD) shall be constructed at locations designated by the engineer for points of egress from unstabilized areas of the project to public roads where offsite tracking of mud could occur. Traffic from unstabilized areas of the construction project shall be directed thru a STPD. Barriers, flagging or other positive means shall be used as required to limit and direct vehicular egress across the STPD.

2. The Contractor may propose an alternative technique to minimize offsite tracking of sediment. The alternative must be reviewed and approved by the Engineer prior to its use.

3. All materials spilled, dropped, or tracked onto public roads(including the STPD aggregate and construction mud) shall be removed daily, or more frequently if so directed by the Engineer.

4. Aggregates shall be FDOT Size #1. Other sizes contain excessive small size aggregate which would track off project and are unsuitable. #2 aggregate may be substituted only with approval of the Engineer.

5. The Sediment Pit should provide a retention volume of 3600 cubic feet/acre of surface area draining to the pit. When the STPD is isolated from other drainage areas, the following pit volumes will satisfy this requirement:
FOR 15'X50' PROVIDE 100 CF FOR 30'X50' PROVIDE 200 CF
As an option to the sediment pit, the width of the swale bottom can be increased to obtain the volume. When the sediment pit or swale volume has been reduced to one half,it shall be cleaned. When a swale is used, bales shall be placed along the entire length.

6. The swale ditch draining the STPD shall have a 0.2% minimum and a 1.0% maximum grade along the STPD and to the sediment pit.

7. The STPD shall be maintained in a condition that will allow it to perform its function.To prevent offsite tracking, the STPD shall be rinsed (daily when in use) to move accumulated mud downward thru the stone. Additional stabilization of the vehicular route leading to the STPD may be required to limit the mud tracked.

705

BY

SHOMA NORTH BAY VILLAGE
FOR:
SHOMA GROUP
LOCATED AT:
1850 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FL 33141

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION: EB 2930

TODD A. SEYMOUR
LICENSED
No 52098
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

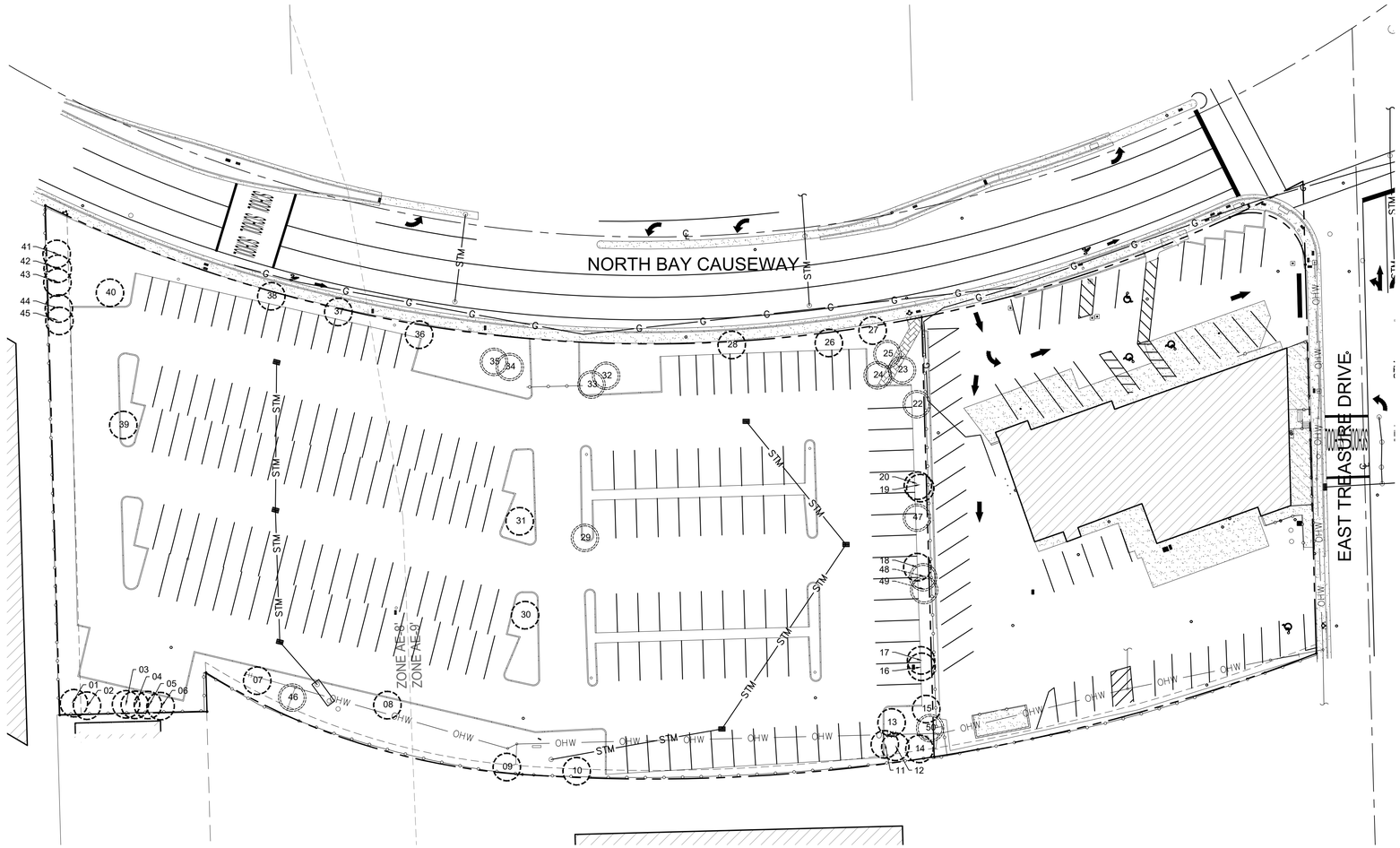
DAVID PLUMMER & ASSOCIATES,INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 33134 TELEPHONE (305) 447-0900 FORT MYERS
1750 PONCE DE LEON BLVD. CORAL GABLES, FL. 33134 FAX (305) 444-4986
CERTIFICATE OF AUTHORIZATION EB 2930

DRAWN	
DATE	08/14/2023
SCALE	AS SHOWN
JOB NO.	20180

SITE PLAN SUBMITTAL

SHEET TITLE:
STORMWATER POLLUTION PREVENTION NOTES & DETAILS

SHEET NUMBER:
C-12.0



TREE DISPOSITION PLAN

Scale: 1" = 30'-0"

NORTH

SYMBOL LEGEND

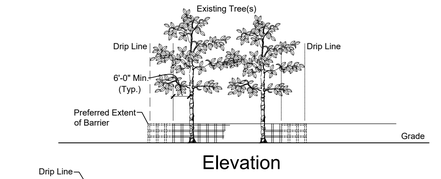
(#X) Tree to Relocate

(#x) Tree to Remove

REPLACEMENT CHART

TOTAL CANOPY AREA OF TREES TO BE REMOVED	TOTAL NUMBER OF REPLACEMENT TREES REQUIRED
4,564 SQ. FT. TO BE REMOVED	9,128 SQ. FT. TO BE REPLACED (22) Category 2 Replacement Trees & (9) Category 1 Replacement Palms Required & Provided in Landscape Plan
MINIMUM NUMBER OF REPLACEMENT SPECIES REQUIRED: 4	MINIMUM NUMBER OF REPLACEMENT SPECIES PROVIDED: 4 See Landscape Plans for more information.

Note: Protective barriers shall be placed around each tree, cluster of trees, or the edge of the preservation area no less than six (6) feet (in radius) from the trunk of any protected tree cluster or preservation area unless a lesser distance is specified by the Department. Protective barriers shall be a minimum of four (4) feet above ground level and shall be constructed of wood, plastic or metal, and shall remain in place until development is completed and the Department has authorized their removal. Protective barriers shall be in place prior to the start of any construction.



Tree Protection Barrier Detail

Tree #	Scientific Name	Common Name	DBH - in.	Height - ft. (Palms - CT)	Canopy (Dia. Ft.)	Canopy (Sq. ft.)	Condition	Disposition
1	*Ficus benjamina*	Ficus	5	22	10	79	Invasive	Remove
2	*Ficus benjamina*	Ficus	8	23	15	177	Invasive	Remove
3	*Ficus benjamina*	Ficus	8	22	14	154	Invasive	Remove
4	*Ficus benjamina*	Ficus	8	20	18	254	Invasive	Remove
5	*Ficus benjamina*	Ficus	11	26	13	133	Invasive	Remove
6	*Ficus benjamina*	Ficus	9	25	12	113	Invasive	Remove
7	*Ficus aurea*	Ficus	9	40	55	2,375	Fair	Remove
8	*Podocarpus gracilor*	Weeping Podocarpus	6	16	14	154	Fair	Remove
9	*Schinus terebinthifolia*	Brazilian Pepper	26	27	30	707	Invasive	Remove
10	*Schinus terebinthifolia*	Brazilian Pepper	30	20	40	1,256	Invasive	Remove
11	*Schinus terebinthifolia*	Brazilian Pepper	24	19	14	154	Invasive	Remove
12	*Schinus terebinthifolia*	Brazilian Pepper	24	20	15	177	Invasive	Remove
13	*Schinus terebinthifolia*	Brazilian Pepper	8	25	18	254	Invasive	Remove
14	*Schinus terebinthifolia*	Brazilian Pepper	24	12	15	177	Invasive	Remove
15	*Schinus terebinthifolia*	Brazilian Pepper	14	16	18	254	Invasive	Remove
16	*Schinus terebinthifolia*	Brazilian Pepper	29	22	17	227	Invasive	Remove
17	*Bischofia javanica*	Bischofia	4	12	10	79	Invasive	Remove
18	*Schinus terebinthifolia*	Brazilian Pepper	8	15	12	113	Invasive	Remove
19	*coccoloba uvifera*	Seagrape	29	25	23	415	Fair	Remove
20	*Schinus terebinthifolia*	Brazilian Pepper	30	30	20	314	Invasive	Remove
22	*Sabal palmetto*	Cabbage Palm	12	14	15	177	Fair	Relocate
23	*Sabal palmetto*	Cabbage Palm	14	10	25	491	Good	Relocate
24	*Sabal palmetto*	Cabbage Palm	12	25	12	113	Good	Relocate
25	*Sabal palmetto*	Cabbage Palm	12	23	10	79	Good	Relocate
26	*Tabebuia caraiba*	Yellow Tabebuia	13	22	15	177	Fair	Remove
27	*Cocos nucifera*	Coconut Palm	9	25	15	177	Fair	Remove
28	*Tabebuia caraiba*	Yellow Tabebuia	9	15	8	50	Fair	Remove
29	*Sabal palmetto*	Cabbage Palm	17	10	10	79	Fair	Relocate
30	*Tabebuia caraiba*	Yellow Tabebuia	15	18	15	177	Fair	Remove
31	*Tabebuia caraiba*	Yellow Tabebuia	6	8	10	79	Fair	Remove
32	*Sabal palmetto*	Cabbage Palm	12	22	10	79	Good	Relocate
33	*Sabal palmetto*	Cabbage Palm	12	25	10	79	Good	Relocate
34	*Sabal palmetto*	Cabbage Palm	10	25	12	113	Good	Relocate
35	*Sabal palmetto*	Cabbage Palm	12	20	10	79	Good	Relocate
36	*Tabebuia caraiba*	Yellow Tabebuia	7	18	10	79	Fair	Remove
37	*Tabebuia caraiba*	Yellow Tabebuia	15	27	25	491	Fair	Remove
38	*Tabebuia caraiba*	Yellow Tabebuia	17	29	20	314	Fair	Remove
39	*Tabebuia caraiba*	Yellow Tabebuia	12	10	10	79	Fair	Remove
40		Uprooted	N/A	N/A	N/A	N/A	Uprooted	Remove
41	*Ficus benjamina*	Ficus	14	25	25	491	Invasive	Remove
42	*Ficus benjamina*	Ficus	8	23	15	177	Invasive	Remove
43	*Ficus benjamina*	Ficus	8	10	5	20	Invasive	Remove
44	*Ficus benjamina*	Ficus	7	12	10	79	Invasive	Remove
45		Dead	N/A	N/A	N/A	N/A	Dead	Remove
46	*Sabal palmetto*	Cabbage Palm	12	30	10	79	Fair	Relocate
47	*Sabal palmetto*	Cabbage Palm	14	17	11	95	Fair	Relocate
48	*Sabal palmetto*	Cabbage Palm	12	17	12	113	Fair	Relocate
49	*Sabal palmetto*	Cabbage Palm	7	10	8	50	Fair	Relocate
50	*Sabal palmetto*	Cabbage Palm	10	18	10	79	Fair	Relocate
	Total Square Footage Removed					4,564		

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SHOMA NORTH BAY VILLAGE

NORTH BAY VILLAGE, FL

TREE DISPOSITION PLAN

Project:

Revisions: Date: By:

Seal:

REGISTERED LANDSCAPE ARCHITECT ANDREW M. WITKIN LA0000889 STATE OF FLORIDA

Digitally signed by Andrew M Witkin
Date: 2023.09.01 12:34:59 -04'00'

Lic. # LA0000889
Member: A.S.L.A.

Drawing: Tree Disposition Plan

Date: 09/21/2020

Scale: See Left

Drawn by: AGS

Sheet No.:

TD-1

Cad Id.: 2020-035

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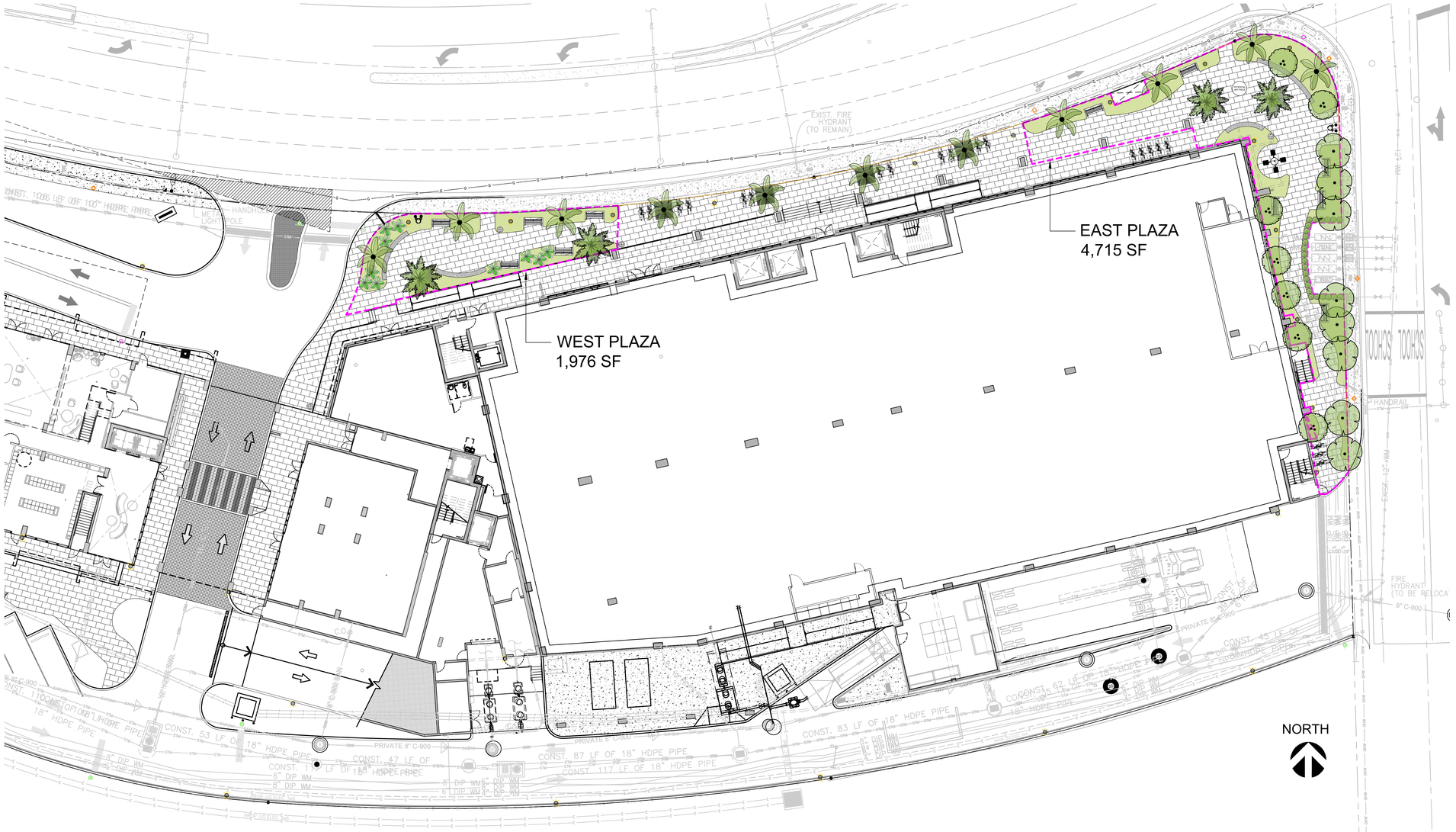

CIVIC SPACE AREA CALCULATIONS

NET LOT AREA = 121,914 SF

CIVIC SPACE REQUIREMENT (5% MIN) = 6,096 SF

TOTAL CIVIC SPACE PROVIDED = 6,691 SF

PLANTING PALETTE











BIKE RACKS



TRASH RECEPTACLE



BENCH



PAVING



TABLE & CHAIRS



CURVILINEAR BENCH



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Project: SHOMA NORTH BAY VILLAGE

NORTH BAY VILLAGE, FL

CIVIC SPACE OVERALL PLAN

Phase:

Revisions:	Date:	By:

Seal:

REGISTERED LANDSCAPE ARCHITECT ANDREW M. WITKIN LA0000889 STATE OF FLORIDA

Digitally signed by Andrew M Witkin
Date: 2023.09.01 12:35:29 -04'00'

Lic. # LA0000889
Member: A.S.L.A.

Date: 08/03/2023

Scale: 1/16" = 1' - 0"

Drawn by: JT

Sheet No.:

SK-1

Cad Id.: 2020-035

Z:\Shoma North Bay Village 2020-035\Submittals\2023.08.14 Civic Space\Shoma NBV_Civic Space.dwg, Aug 31, 2023



1 BIKE RACKS

2 TRASH RECEPTACLE

3 BENCH

4 PLAZA HARDSCAPE

6 CURVILINEAR BENCH

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Project: SHOMA NORTH BAY VILLAGE

NORTH BAY VILLAGE, FL

WEST PLAZA (CIVIC SPACE)

Phase: PLANNING & ZONING

Revisions:	Date:	By:

Seal: MEMBER AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS ANDREW M. WITKIN LA0000889 STATE OF FLORIDA

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Date: 2023.09.01 12:35:53 -04'00'

Lic. # LA0000889
Member: A.S.L.A.

Date: 08/03/2023

Scale: 1/4" = 1' - 0"

Drawn by: JT

Sheet No.:

SK-2

Cad Id.: 2020-035

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1 BIKE RACKS

2 TRASH RECEPTACLE

3 BENCH

4 PLAZA HARDSCAPE

5 CURVILINEAR BENCH

6 TABLE & CHAIRS

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SHOMA NORTH BAY VILLAGE

NORTH BAY VILLAGE, FL

EAST PLAZA (CIVIC SPACE)

Project: SHOMA

Phase: PLANNING & ZONING

Revisions: Date: By:

Seal:

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Digitally signed by Andrew M Witkin
Date: 2023.09.01 12:36:13 -04'00'

Lic. # LA0000889
Member: A.S.L.A.

Date: 08/03/2023

Scale: 1/4" = 1' - 0"

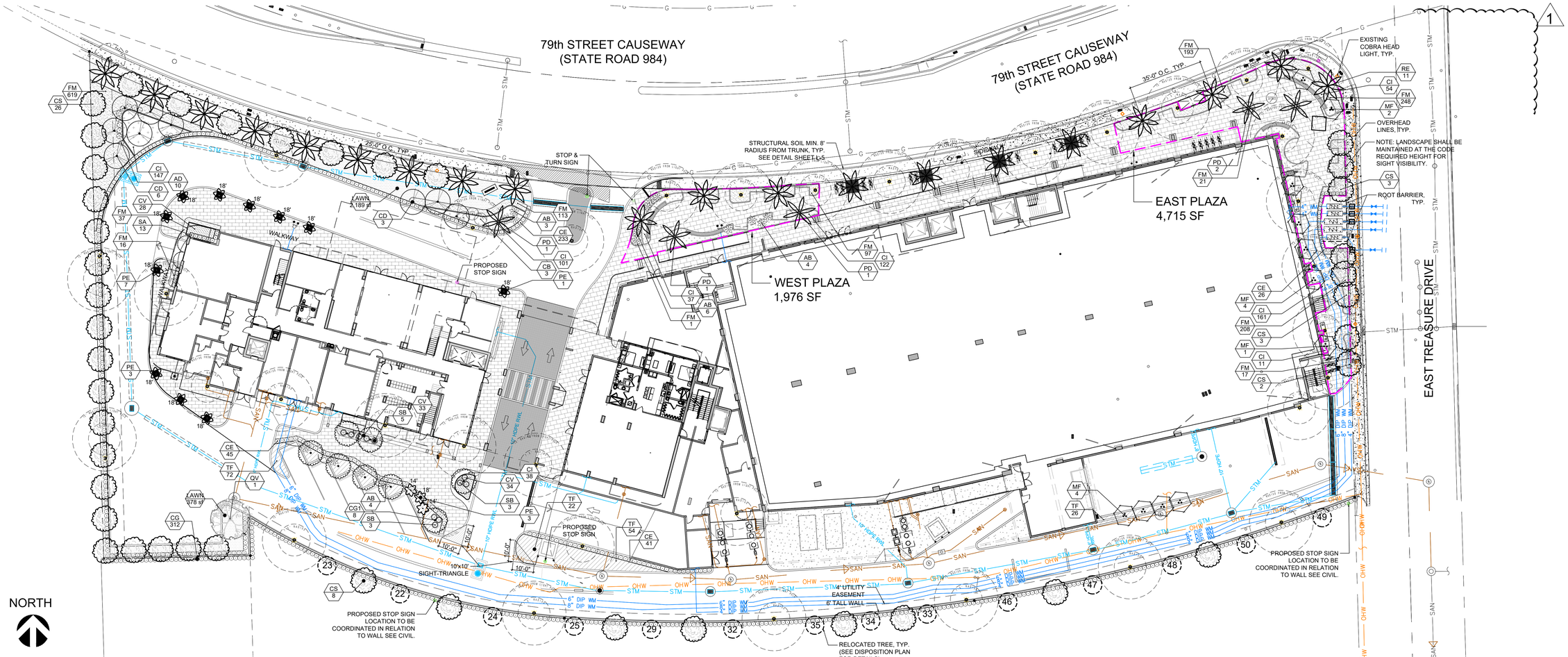
Drawn by: JT

Sheet No.:

SK-3

Cad Id.: 2020-035

709



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	NATIVE	NOTES
	CG1	8	Clusia guttifera Small Leaf Clusia	10` HT. X 5` SPR. X 2" DBH	F.G.	Y	-
	CD	9	Coccoloba diversifolia Pigeon Plum	10` HT. X 5` SPR. X 2" DBH	F.G.	Y	-
	CS	42	Conocarpus erectus sericeus Silver Buttonwood	12` HT. X 5` SPR. X 2" DBH	F.G.	Y	-
	MF	11	Myrcianthes fragrans Simpson's Stopper	12` HT. X 6` SPR. X 2" CAL.	45 GAL.	Y	MULTI TRUNK
	QV	1	Quercus virginiana Live Oak	12` HT. X 5` SPR. 2" DBH	F.G.	Y	-
PALM TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	NATIVE	NOTES
	PD	5	Phoenix dactylifera 'Medjool' Medjool Date Palm	10` HT. X 8` SPR.	F.G.		
	PE	14	Ptychosperma elegans 'single' Alexander Palm	14` - 18` HT.	F.G.	N	SEE PLAN FOR HTS.
	RE	20	Roystonea elata Florida Royal Palm	20` O.A. HT.	F.G.	Y	MATCHED HEIGHTS
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	NATIVE	NOTES
	AB	17	Aechmea blanchetiana Bright Yellow Bromeliad	36" HT. X 24" SPR.	10" POT	N	-
	AD	10	Asparagus densiflorus 'Myers' Foxtail Fern	24" HT. X 24" SPR.	3 GAL.	N	-
	CG	312	Clusia guttifera Small Leaf Clusia	36" HT. X 36" SPR. /24" O.C.	7 GAL.	N	-
	CE	345	Conocarpus erectus Green Buttonwood	24" HT. X 24" SPR. / 24" O.C.	7 GAL.	Y	-
	CB	3	Cordyline fruticosa 'Black Magic' Black Magic Ti Plant	36" HT. X 36" SPR.	3 GAL.	N	-
	SA	13	Schefflera arboricola Green Schefflera	24" HT. X 24" SPR. / 24" O.C.	3 GAL.	N	-
	SB	11	Spartina bakeri Sand Cordgrass	18" HT. X 18" SPR. / 18 O.C.	1 GAL.	Y	-
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	NATIVE	NOTES
	CI	815	Chrysobalanus icaco 'Red Tip' Red Tip Cocoplum	18" HT. X 18" SPR. / 18" O.C.	3 GAL.	Y	-
	CV	95	Codiaeum variegatum 'Mammy' Red - Yellow Croton	18" HT. X 18" SPR. / 18" O.C	3 GAL.	N	-
	TF	174	Tripsacum floridana Dwarf Fakahatchee Grass	30" HT. X 30" SPR. / 30" O.C.	3 GAL.	Y	-
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	NATIVE	NOTES
	FM	1,513	Ficus microcarpa Green Island ficus	15" HT. X 15" SPR. / 15" O.C.	3 GAL.	N	-
TURF GRASS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER	NATIVE	NOTES
	LAWN	2,548 sf	Stenotaphrum secundatum 'Floratam' Floratam St. Augustine Grass	SOLID EVEN SOD	-	N	-

LANDSCAPE LEGEND Information Required to be Permanently Affixed to Plan

Zoning District: MO/RM — Net Lot Area 2.798 acres 121,914 s.f.

OPEN SPACE	REQUIRED	PROVIDED
A. Square Feet of open space required by Chapter 33, as indicated on site plan: Net lot area = 121,914 s.f. x 10 % = 12,191 s.f.	12,191	31,336
B. Square Feet of parking lot open space required by Chapter 33, as indicated on site plan: No. outside/ground-level parking spaces 5 x 10 s.f. per parking spaces =	50	50
C. Total s.f. of landscaped open space required: A + B =	12,241	31,386
LAWN AREA CALCULATION		
A. 12,241 total s.f. of landscaped open space required		
B. Maximum lawn area (sod) permitted = 60 % x 7,345 s.f. =	7,345	2,567
TREES		
A. No. trees required per net lot acre Less existing number of trees meeting minimum requirements = 28 trees x net lot acres =	78	78
B. % Palms Allowed: No. trees required x 30% = (palms provided in excess of 30% are not counted towards code)	23	23
C. % Natives Required: No. trees provided x 30% =	23	63
D. Street trees (maximum average spacing of 35' o.c.): 590 linear feet along street =	17	17
E. Street trees located directly beneath power lines (maximum average spacing of 25' o.c.): 146 linear feet along street / 25 =	6	7
F. Total Trees Required A + D + E = 95 Total Trees	95	96
SHRUBS		
A. No. trees required x 10 = No. of shrubs allowed	950	950+
B. No. shrubs allowed x 30% = No. of native shrubs required	285	285+
		SEE LANDSCAPE

Mitigation	
Total SqFt TREE Canopy Removed	1,597
Total SqFt Specimen TREE Canopy Removed (x2)	831
Total SqFt PALM Canopy Removed	4,252
Total SqFt Specimen PALM Canopy Removed	0
Total SqFt Specimen PALM & Tree Canopy Removed	831
Total Credits Required	**6,680**
Total Credits Provided	**27,400**
Total Deficency	**-20,720**

Canopy Replacement Calculations			
Tree / Palm	Quantity	Credit	Total Credits
Native Shade (Hardwood) Tree 1	1	500	500
Non-Native Shade (Hardwood) (Category 1)	0	500	0
Native Shade Tree (Hardwood) (Category 2)	46	300	13,800
Non-Native Shade Tree (Hardwood) (Category 2)	11	300	3,300
Native Small Tree (Category 3)	9	200	1,800
Non-Native Small Tree (Category 3)	0	200	0
Native Palm (Category 1)	18	300	5,400
Non-Native Palm (Category 1)	3	300	900
Native Palm (Category 2)	0	100	0
Non-Native Palm (Category 2)	17	100	1,700
TOTAL CREDITS PROVIDED			**27,400**
TOTAL TREES			**67**
TOTAL PALM			**38**
TOTAL % NATIVE TREES			**70%**
TOTAL % PALMS			**36%**

SHEET INDEX:

L-1 INDEX & LANDSCAPE PLAN - GROUND FLOOR
L-2 LANDSCAPE PLAN - LVL 11
L-3 LANDSCAPE PLAN - POOL DECK
L-4 LANDSCAPE DETAILS
HS-1 HARDSCAPE PLAN - GROUND FLOOR
HS-2 HARDSCAPE PLAN - LVL 11
HS-3 HARDSCAPE PLAN - POOL DECK
HS-4 HARDSCAPE DETAILS

GENERAL NOTES:

- Irrigation Plans shall be submitted for review and permitting at time of building permit
- All tree removal and relocated trees will require a tree permit from North Bay Village prior to the commencement of work
- All principals of Florida-Friendly landscaping and design standards shall be utilized.
- All landscaping shall meet or exceed North Bay Village code specification requirements and proper horticultural practices
- Call Sunshine One Call Service at 811 before digging
- All landscaping shall be warranted for one year after final acceptance
- No landscape substitutions shall be made without the North Bay Village approval
- All bracing shall be removed within one year of final inspection
- All proposed planting soil must be free of construction debris, weeds, and rocks
- All proposed mulch must be pulled away 3" from the tree/palm trunks
- All plant root balls shall be 10% above grade and the wire baskets, burlap, string, and rope must be removed
- All fire hydrants and fire check valves should have a minimum 7'-6" clearance from the font and sides with a 4'-0" clearance from the rear to all landscape material
- All lights should have a minimum 15'-0" separation on large trees and 7'-6" on palms and small trees
- All planting pits shall be a minimum of 2x the root ball diameter
- All trees trimming shall be done in accordance with North Bay Village req.
- All invasive exotic plants shall be removed from the site

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Project: SHOMA NORTH BAY VILLAGE
NORTH BAY VILLAGE, FL
INDEX & LANDSCAPE PLAN - GROUND FLOOR
Phase:

Revisions:	Date:	By:
1) City Comments	06.28.2023	JT

Seal:

REGISTERED LANDSCAPE ARCHITECT — ANDREW M. WITKIN — LA0000889 — STATE OF FLORIDA

Digitally signed by Andrew M Witkin
Date: 2023.09.01 12:36:40 -04'00'

Lic. # LA0000889
Member: A.S.L.A.

Drawing: Index
Date: 05/26/2023
Scale: 1" = 20'
Drawn by: JT
Sheet No.:

L-1

Cad Id.: 2020-035

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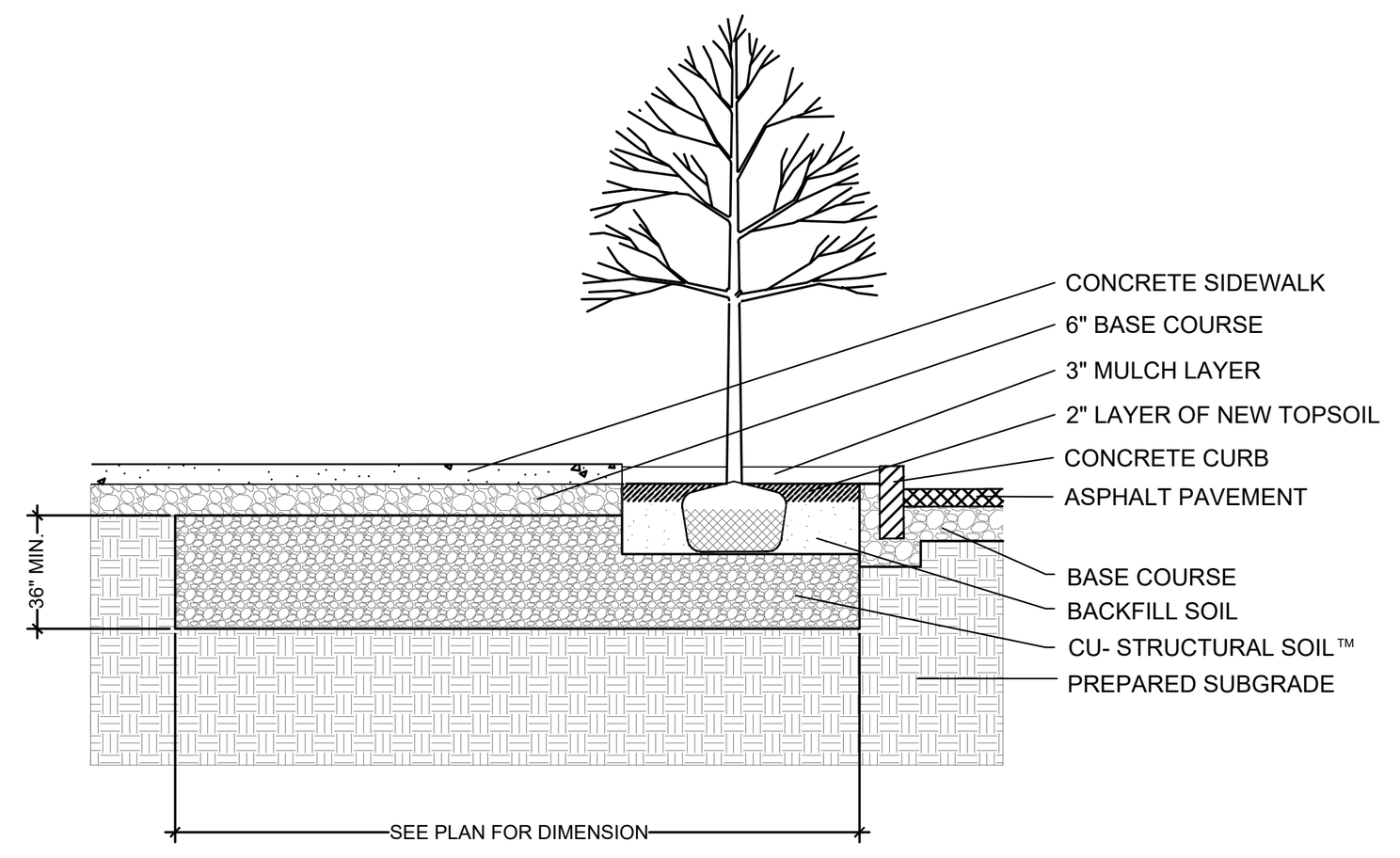
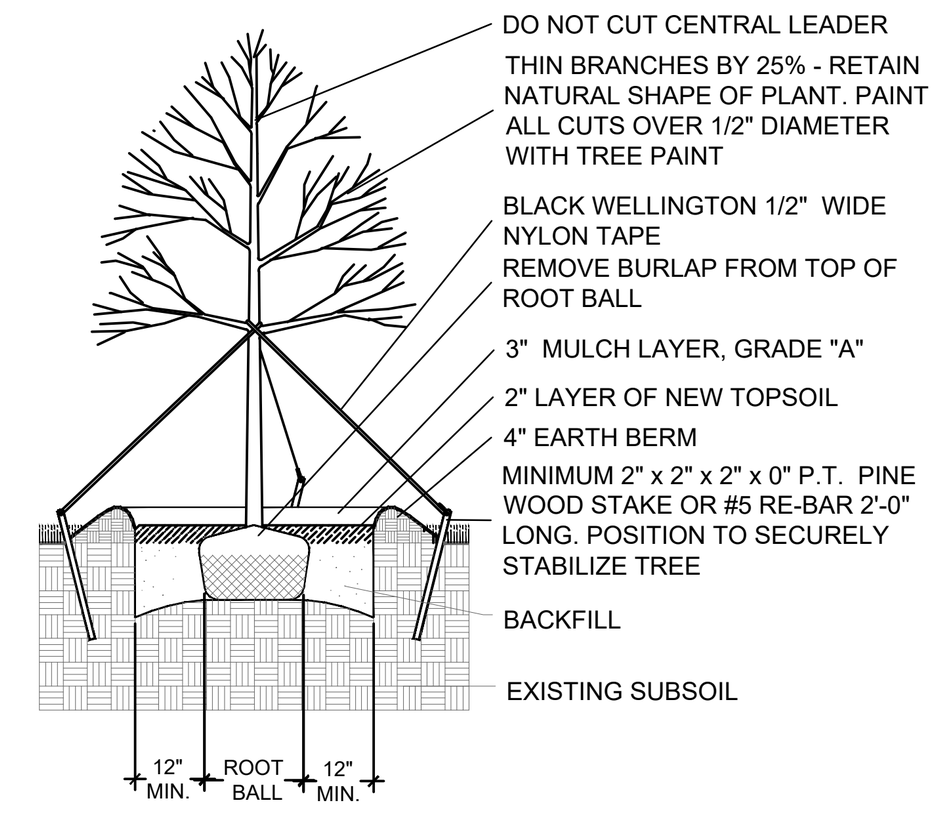
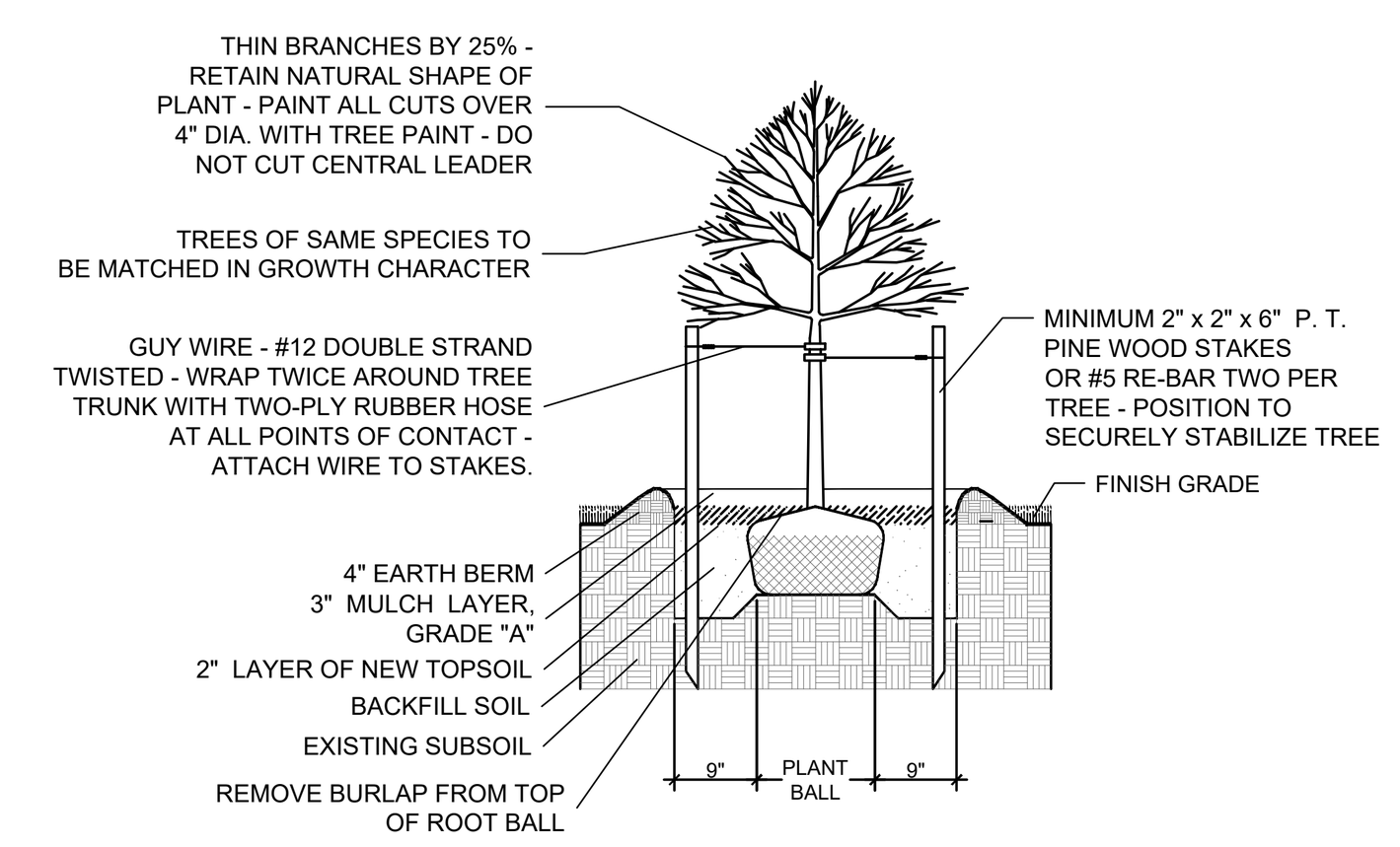


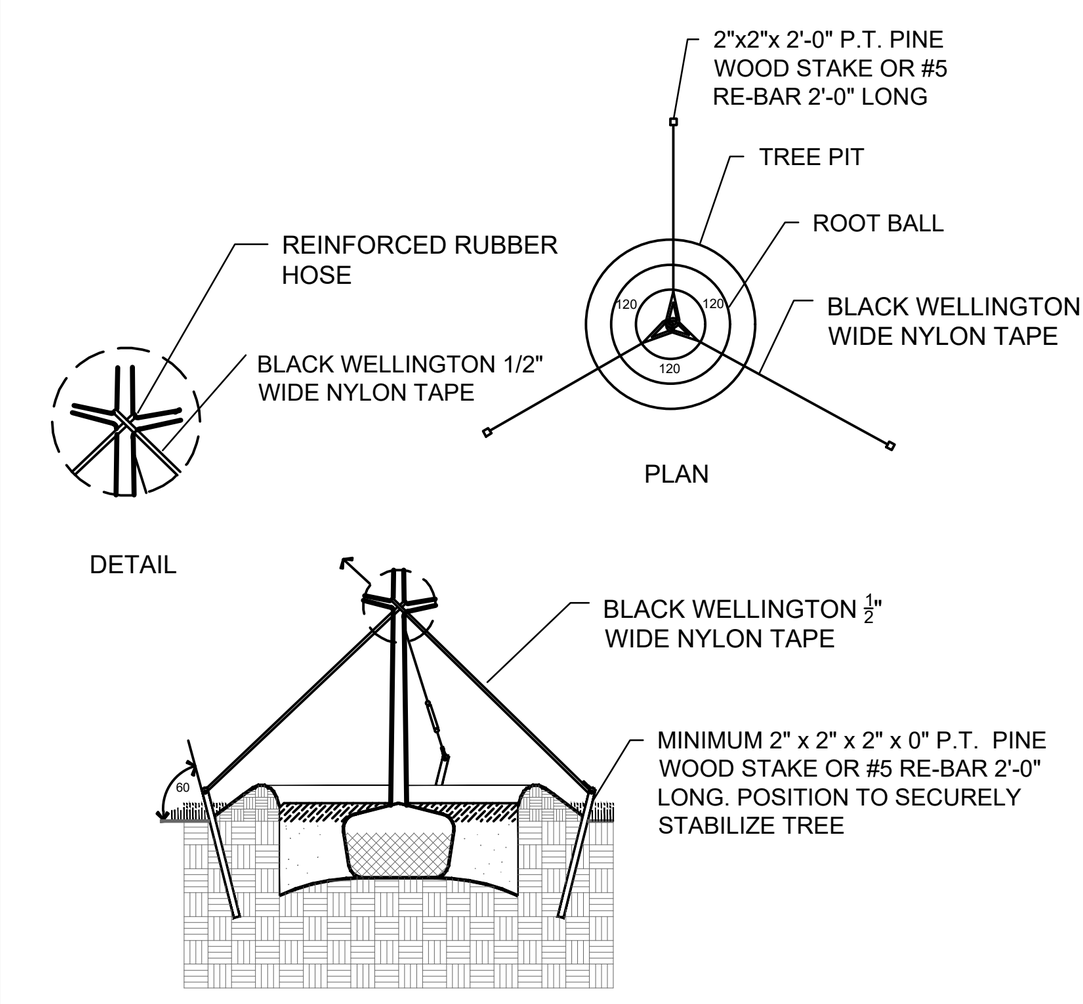
STRUCTURAL SOIL PLANTING DETAIL



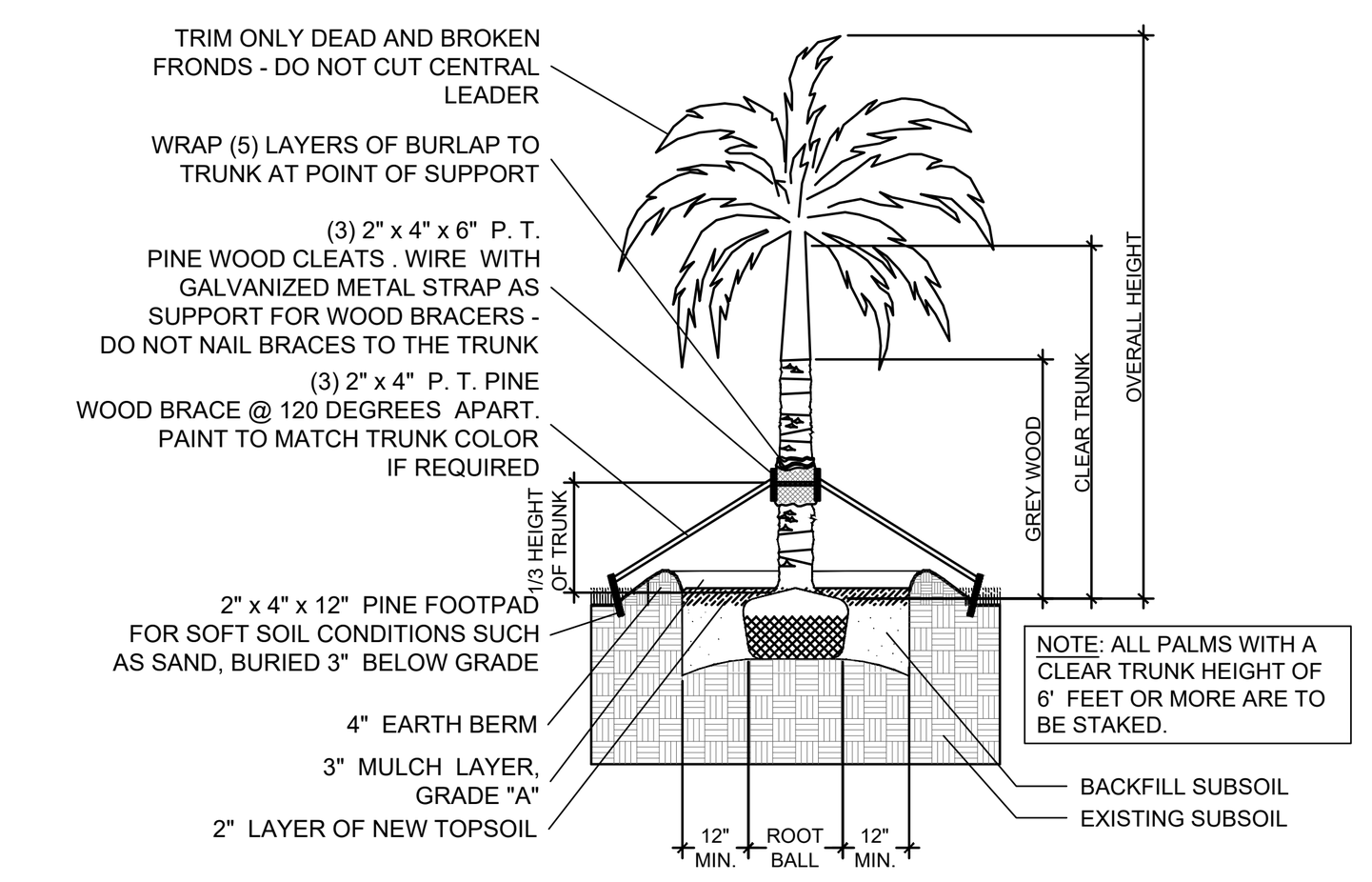
LARGE TREE PLANTING DETAIL



SMALL TREE PLANTING DETAIL



TYPICAL TREE GUYING DETAIL



STRAIGHT TRUNK PALM PLANTING DETAIL

Surround Style Planting with Deeproot Universal Barriers

When selecting the Surround style planting application you will have the greatest success by following these simple steps as illustrated below:

A. Prepare the initial planting hole as illustrated below. This is based upon the combination of desired barrier diameter and depth. Consider if drainage devices or amendments are needed to correct any adverse soil or planting conditions in the backfill area.

B. Assemble the appropriate number of DeepRoot Universal Barrier panels. The vertical root deflecting ribs on the panel must face inward, toward the root ball. (This is very important, otherwise the roots will become girdled by traveling around the smooth walled surface)

C. Next place the barrier in the center of the planting hole, keeping in mind that the double top edge of the barrier should be positioned approximately 1/2" (13mm) above grade. This helps retard potential root overgrowth. Failing to position the top edge above grade can allow root overgrowth which can lead to uprooted hardscapes.

D. Backfill and compact with soil inside the barrier to the level where the bottom of the root ball will be when positioned correctly with the crown of the root ball approximately 1" (26mm) above grade.

E. Remove the tree from its container, or cut away the top portion of burlap and position in the center of the barrier. Complete the backfill of the soil. Distribute evenly to maintain the shape of the barrier and compact the backfill every 4"-6" (10cm-15cm). Roots will die quickly if left exposed to the elements so keep exposure of the roots to a minimum.

F. If staking or guying is required we recommend using the soft, safe and economical alternative to traditional wire and hose, ArborTie (see www.deeproot.com for details)

G. If the tree(s) will be subject to maintenance work such as lawn mowing or weed trimming we strongly recommend the installation of ArborGard+ Tree Trunk Protectors which are placed around the base of young trees to protect them from damage by weed trimmers, lawn mowers and small rodents. (See www.deeproot.com)

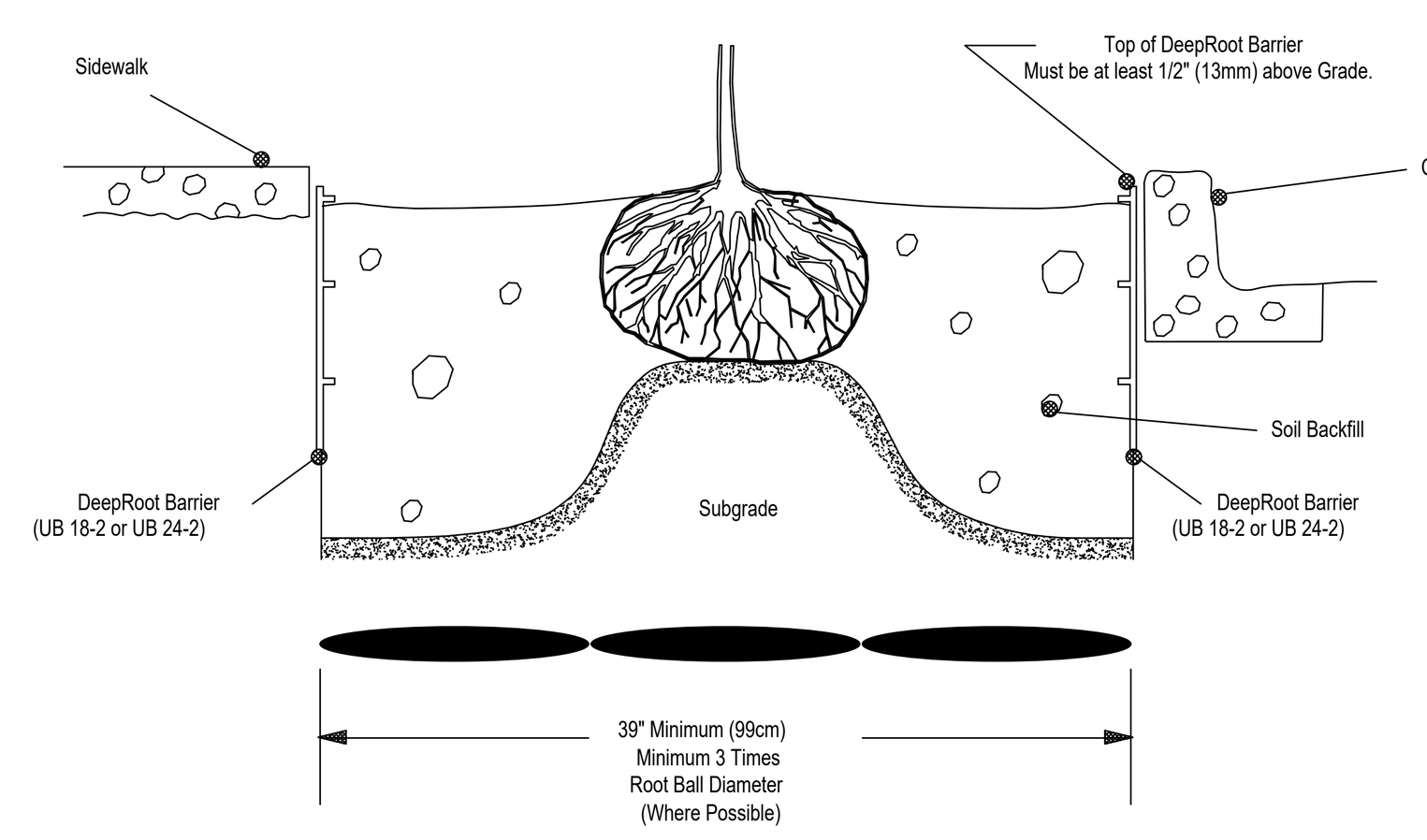
H. Water and follow proper tree maintenance practices.

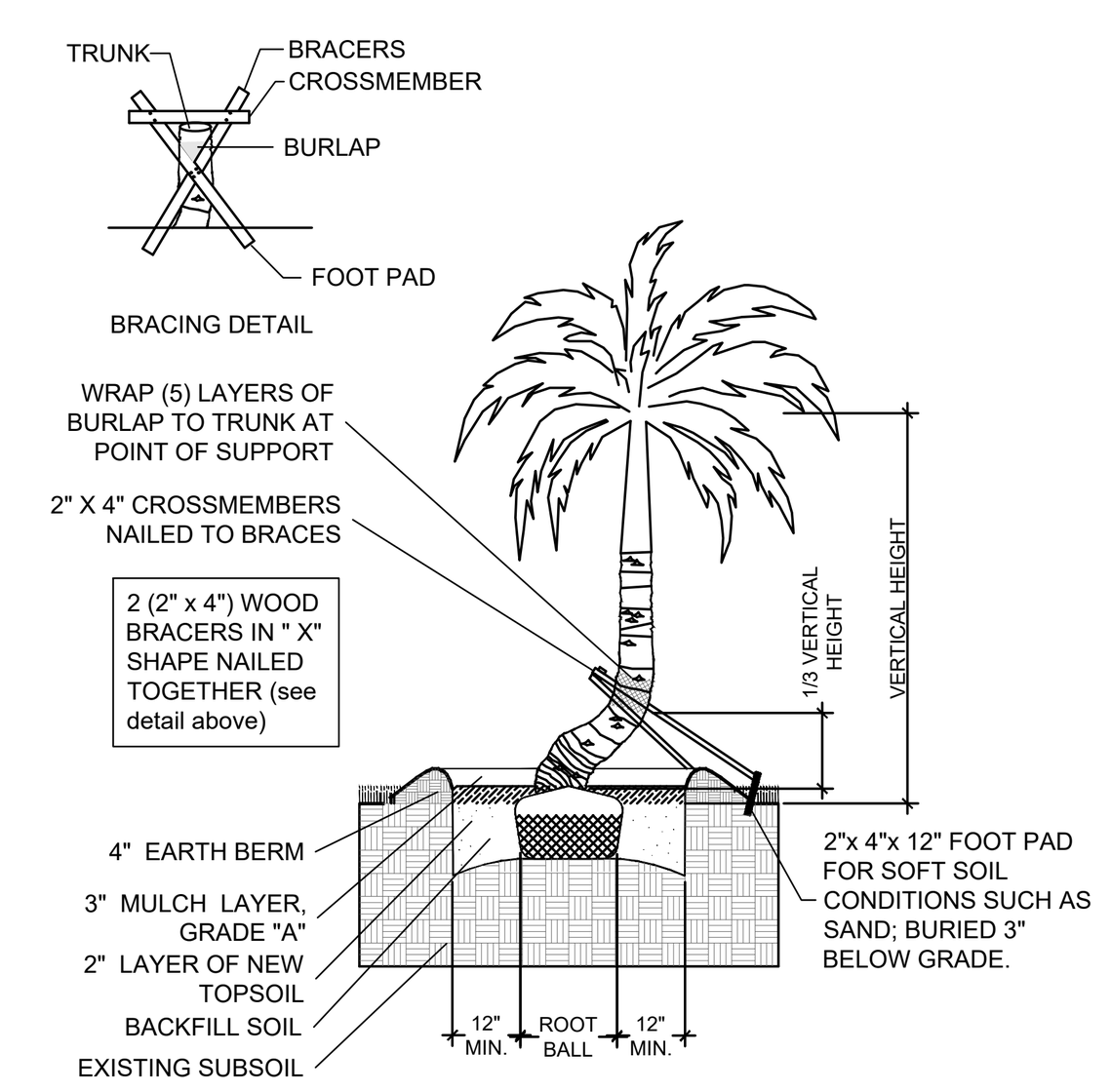
Trees do require care and nurturing after planting. Consult with your local supplier for proper care procedures for the species you are planting. The planting instructions given here are by no means a comprehensive guide. Rather they are general guidelines to planting with DeepRoot Barriers and a survey of current planting methods. Conditions will vary however and it is recommended that an Arborist be consulted before planting.

For additional information please visit our website at www.deeproot.com

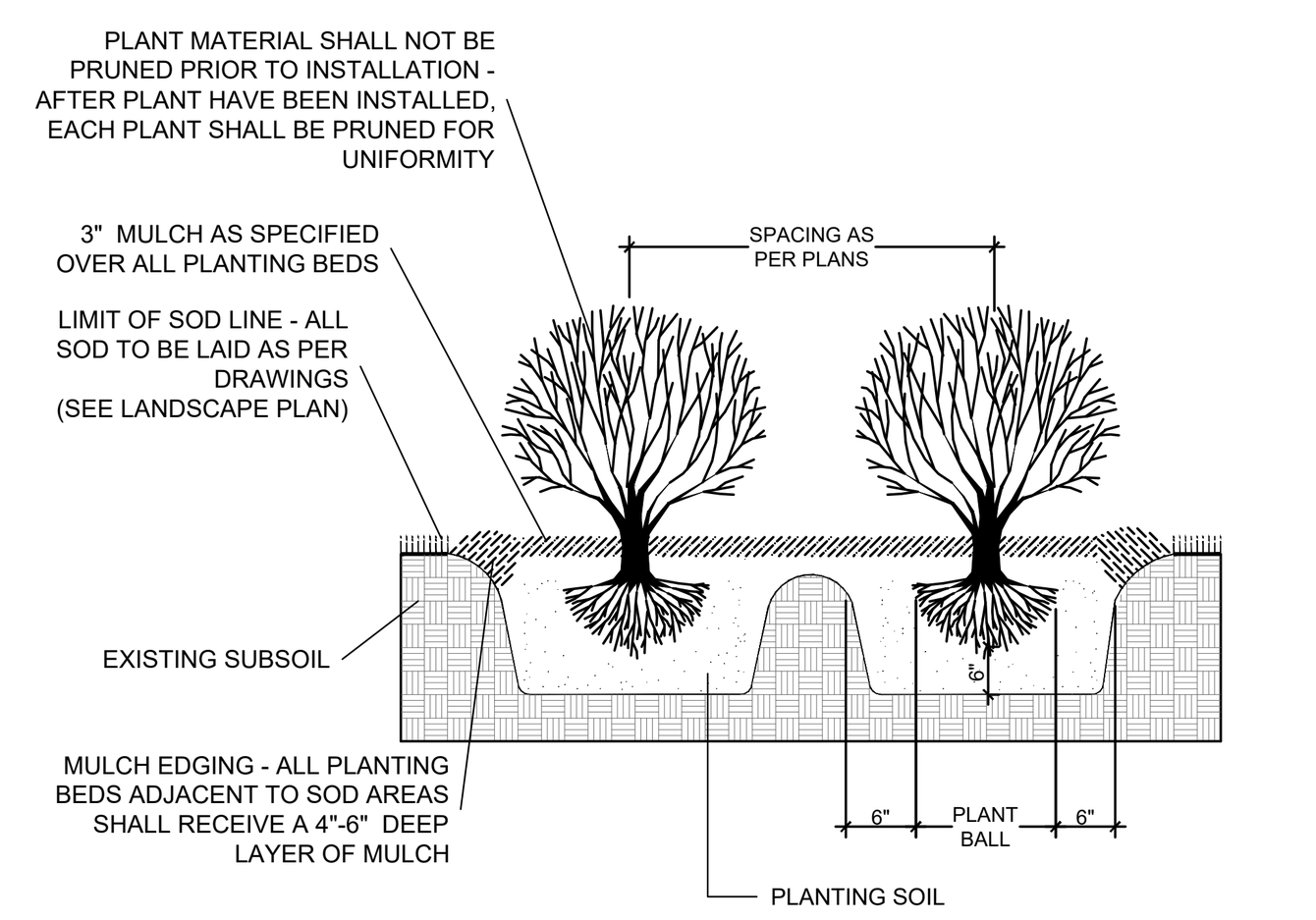
For information regarding distributors please call: 1 800 ILV ROOT (458.7668). For help with drainage or other difficult installation questions please call DeepRoot Technical Support at: 1 800 ROOT TEK (766.8835).

A Typical Surround Planting Installation Using DeepRoot Universal Barrier

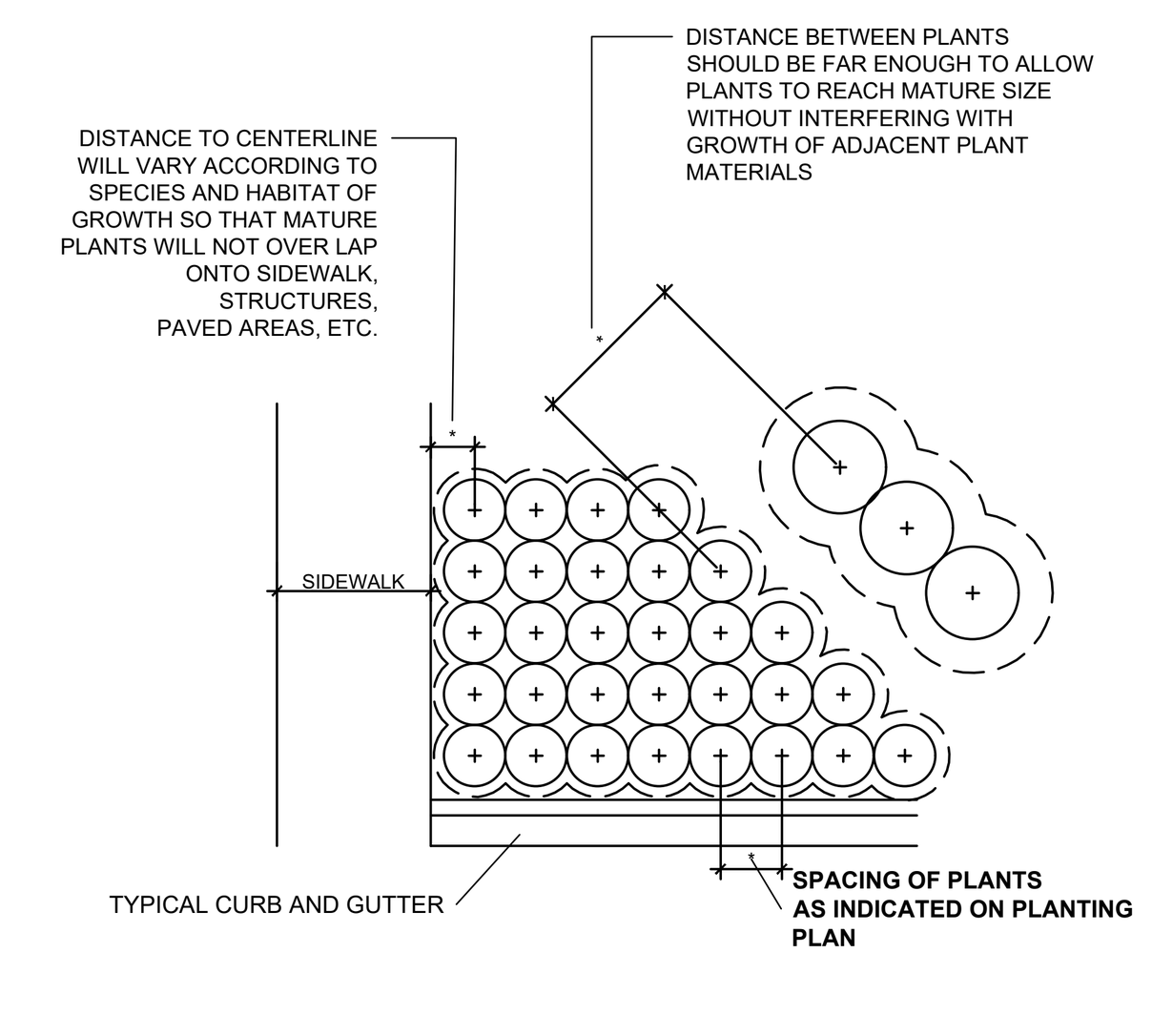




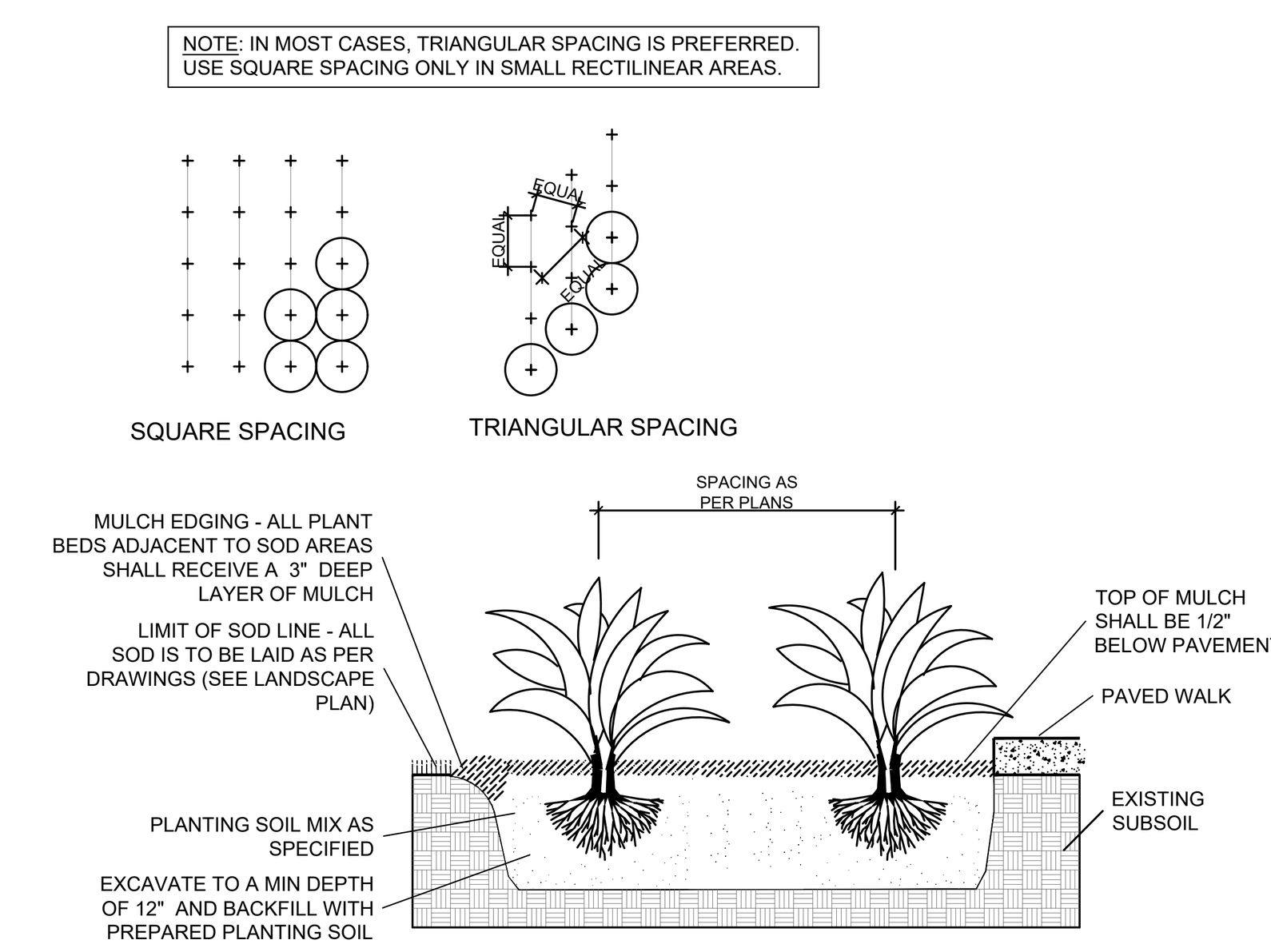
CURVED TRUNK PALM PLANTING DETAIL



TYPICAL SHRUB PLANTING DETAIL



TYPICAL CONTAINER SPACING DETAIL



TYPICAL GROUNDCOVER PLANTING DETAIL

PLANTING NOTES:

-All plant material is to be Florida Number 1 or better pursuant to the Florida Department of Agriculture's Grades and Standards for Nursery Plants.

-All plants are to be top dressed with a minimum 3" layer of Melaleuca mulch, Eucalyptus mulch or equal.

-Planting plans shall take precedence over plant list in case of discrepancies.

-No changes are to be made without the prior consent of the Landscape Architect and Owner. Additions and or deletions to the plant material must be approved by the project engineer.

-Landscape Contractor is responsible for providing their own square footage takeoffs and field verification for 100% sod coverage for all areas specified.

- All landscape areas are to be provided with automatic sprinkler system which provide 100% coverage, and 50% overlap.

- All trees in lawn areas are to receive a 24" diameter mulched saucer at the base of the trunk.

- Trees are to be planted within parking islands after soil is brought up to grade. Deeply set root balls are not acceptable.

- Planting soil for topsoil and backfill shall be 50/50 mix, nematode free. Planting soil for annual beds to be comprised of 50% Canadian peat moss, 25% salt free coarse sand and 25% Aerolite.

- Tree and shrub pits will be supplemented with "Agriform Pells", 21 gram size with a 20-10-5 analysis, or substitute application accepted by Landscape Architect. Deliver in manufacturer's standard containers showing weight, analysis and name of manufacturer.

SOD NOTES:

-Sod is to be grade "A" weed free.

-All areas marked "LAWN" shall be solid sodded with St. Augustine 'Floratam' solid sod. See limit on plan. All areas marked 'Bahia Grass' shall be solid sodded with Paspalum.

-Provide a 2" deep blanket of planting soil as described in planting notes this sheet. Prior to planting, remove stones, sticks, etc. from the sub soil surface. Excavate existing non-conforming soil as required so that the finish grade of sod is flush with adjacent pavement or top of curb as well as adjacent sod in the case of sod patching.

-Place sod on moistened soil, with edges tightly butted, in staggered rows at right angles to slopes.

-Keep edge of sod bed a minimum of 18" away from groundcover beds and 24" away from edge of shrub beds and 36" away from trees, measured from center of plant.

-Sod Shall be watered immediatley after installation to uniformily wet the soil to at least 2" below the bottom of the sod strips.
-Excavate and remove excess soil so top of sod is flush with top of curb or adjacent pavement or adjacent existing sod.

GENERAL NOTES:

-The Landscape Contractor is to locate and verify all underground and overhead utilities prior to beginning work. Contact proper utility companies and / or General Contractor prior to digging for field verification. The Owner and the Landscape Architect shall not be responsible for any damages to utility or irrigation lines (see Roadway Plans for more utility notes).

-Landscape Contractor is to verify all current drawings and check for discrepancies and bring to the attention of the Landscape Architect prior to commencing with the work.

-All unattended and unplanted tree pits are to be properly barricaded and flagged during installation.

-All planting plans are issued as directives for site layout. Any deviations, site changes, etcetera are to be brought to the attention of the Landscape Architect for clarification prior to installation.

WITKIN HULTS + PARTNERS
307 south 21st avenue hollywood, florida
phone: 954.923.9681 facsimile: 954.923.9689
www.witkindesign.com

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Project: SHOMA NORTH BAY VILLAGE
NORTH BAY VILLAGE, FL
LANDSCAPE DETAILS

Phase: SHOMA BAY / SAP SUBMISSION

Revisions:	Date:	By:
1) City Comments	06.28.2023	JT

Seal:
REGISTERED LANDSCAPE ARCHITECT ANDREW M. WITKIN LA0000889 STATE OF FLORIDA
Digitally signed by Andrew M Witkin
Date: 2023.09.01 12:37:13 -04'00'
Lic. # LA0000889
Member: A.S.L.A.

Drawing: Landscape Details
Date: 05/26/2023
Scale: See Left
Drawn by: JT
Sheet No.:
L-4
Cad Id.: 2020-035

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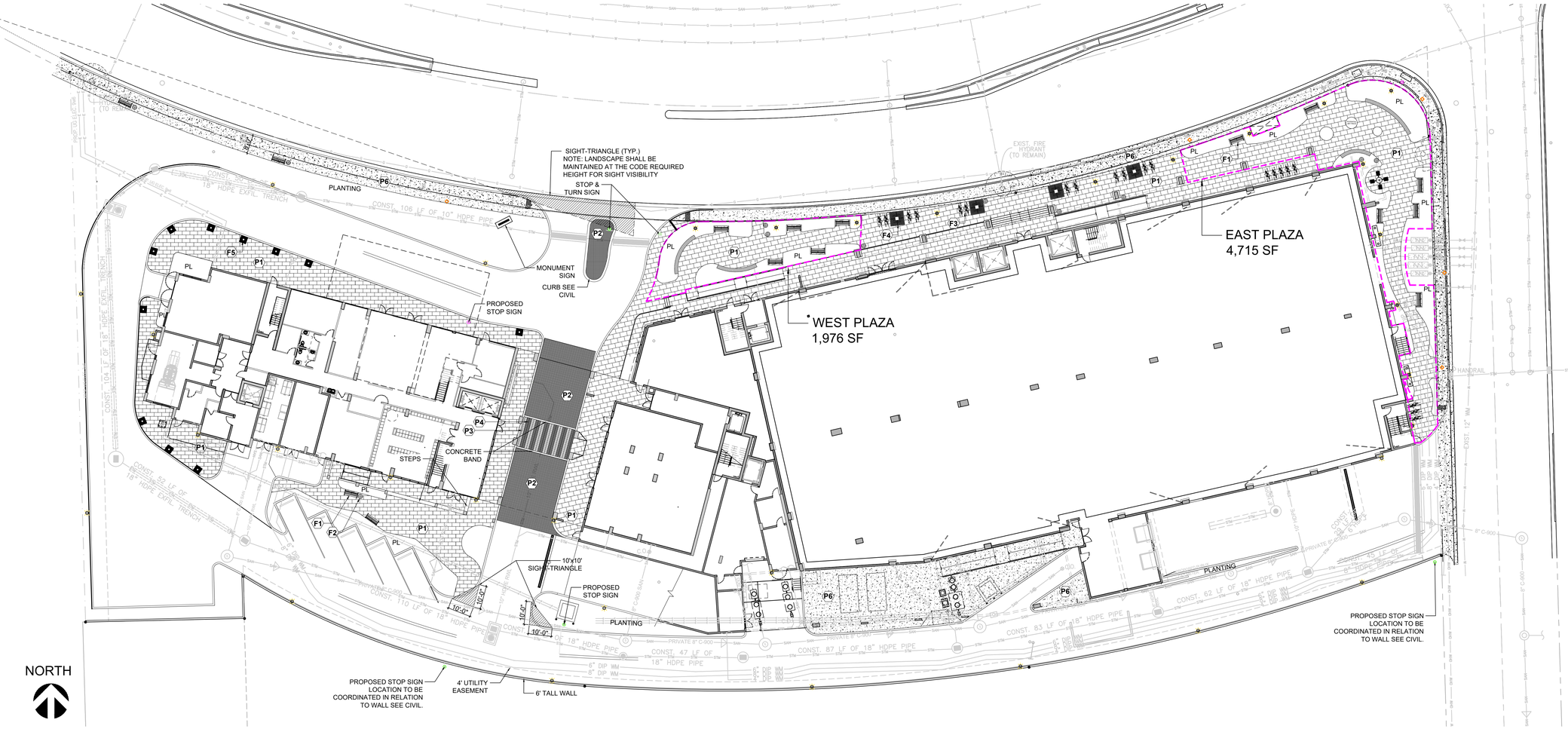

SITE FURNISHINGS & MATERIAL LEGEND
GROUND FLOOR

PAVEMENT

P1 — PEDESTRIAN WALKWAYS
HATCH
MANUFACTURER: ARTISTIC PAVERS
MODEL: SHELLOCK 12"X24" (NO SHELL)
COLOR: TAN
PATTERN: RUNNING BOND. NO BEVEL EDGE.

P2 — VEHICULAR PAVERS
HATCH
MANUFACTURER: TREMRON
MODEL: 4"X4" TUSCANY PAVERS
COLOR: GRANITE

P3 — VEHICULAR PAVERS AT CROSSWALK
HATCH
MANUFACTURER: WAUSAU TILE INC.
MODEL: RECTANGULAR H-SERIES-RIVERSIDE
COLOR: HRS-15
CONTACT: TROY DAHLKE
(813) 334-0016 | TROYD.WT@GMAIL.COM

P4 — VEHICULAR PAVERS AT CROSSWALK
HATCH
MANUFACTURER: WAUSAU TILE INC.
MODEL: RECTANGULAR H-SERIES-RIVERSIDE
COLOR: HRS-33
CONTACT: TROY DAHLKE
(813) 334-0016 | TROYD.WT@GMAIL.COM

P5 — GRAVEL
HATCH
MANUFACTURER: TAMPA BAY PONDS & ROCKS
MODEL: CREAM BEACH LARGE
COLOR: WHITE

P6 — CONCRETE WALKWAYS AND BANDS
HATCH
MANUFACTURER: TBD
STYLE: BROOM FINISH CONC.
COLOR: STANDARD

FURNISHINGS

F1 — FGP BENCH
SYMBOL
MANUFACTURER: LANDSCAPE FORMS
STYLE: BACKED 70"
COLOR: POWDERCOATED METAL (METALLIC) SILVER
WOODGRAIN: IPE
QUANTITY: 12
CONTACT: MICHELLE MONTESANO-MULLINEX (269) 337-1334 | michellem@landscapeforms.com
* SPECIFIED AS SHOWN ABOVE OR APPROVED EQUAL

F2 — FGP TRASH RECEPTACLE
SYMBOL
MANUFACTURER: LANDSCAPE FORMS
STYLE: LITTER
COLOR: POWDERCOATED METAL (METALLIC) SILVER
WOODGRAIN: IPE
QUANTITY: 9
CONTACT: MICHELLE MONTESANO-MULLINEX (269) 337-1334 | michellem@landscapeforms.com
* SPECIFIED AS SHOWN ABOVE OR APPROVED EQUAL

F3 — FGP BIKE RACK
SYMBOL
MANUFACTURER: LANDSCAPE FORMS
STYLE: BIKE RACK
COLOR: POWDERCOATED METAL (METALLIC) SILVER
QUANTITY: 20
CONTACT: MICHELLE MONTESANO-MULLINEX (269) 337-1334 | michellem@landscapeforms.com
* SPECIFIED AS SHOWN ABOVE OR APPROVED EQUAL

F4 — TREE GRATE
SYMBOL
MANUFACTURER: URBAN ACCESSORIES
STYLE: BOSTON
SIZE: 6' SQUARE
MATERIAL: GREY IRON
FINISH: NATURAL
QUANTITY: 20
* SPECIFIED AS SHOWN ABOVE OR APPROVED EQUAL

F5 — TREE GRATE
SYMBOL
MANUFACTURER: URBAN ACCESSORIES
STYLE: BOSTON
SIZE: 5' SQUARE
MATERIAL: GREY IRON
FINISH: NATURAL
QUANTITY: 20
* SPECIFIED AS SHOWN ABOVE OR APPROVED EQUAL

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Project: SHOMA NORTH BAY VILLAGE
NORTH BAY VILLAGE, FL
HARDSCAPE PLAN - GROUND LEVEL

Phase:

Revisions: Date: By:

Seal:
REGISTERED LANDSCAPE ARCHITECT ANDREW M. WITKIN LA0000889 STATE OF FLORIDA
Digitally signed by Andrew M Witkin
Date: 2023.09.01 12:37:39 -04'00'
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HS-1
Cad Id.: 2020-000

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712

ABNEY + ABNEY GREEN SOLUTIONS

Commercial + Residential
Sustainable Development Consulting

Green Certification Management
Commissioning
Building Simulations
Green Home Certifications

June 27, 2023

Silvia Vargas
Village Planner
North Bay Village

Re: Shoma North Bay Village – 1872 79th St. Causeway

Dear Ms. Vargas,

This purpose of this letter is to attest that I, Kyle Abney, have met all the requirements and am currently in good standing with the Home Innovation Research Labs and their National Green Building Standard (NGBS) certification program as an accredited NGBS Master Green Verifier. With this credential, I am qualified to perform third-party design reviews and field verification services for projects that are pursuing a NGBS green building certification.

Shoma North Bay Village, LLC has hired my firm, Abney + Abney Green Solutions, to provide consulting services for their referenced project, located at 1872 79th St. Causeway. in North Bay Village, Florida. As the sustainable design consultants for this project, our team will work closely with both the design and construction teams to secure the NGBS certification. Our services include review of the design and construction documents as well as multiple site visits to verify and document each element of the NGBS program is implemented to confirm the project remains on track to earn a NGBS Silver certification.

Please contact me with any questions.

Respectfully,



Kyle M. Abney
Principal

NBV Green Building Program

Green Design Option	Points	Description	Claimed Points	Comments
Photovoltaic system	4	Generate at least 30% of energy demand based on daytime peak load and on an annual basis.	0	
Photovoltaic system	6	Generate at least 60% of energy demand based on daytime peak load and on an annual basis.	0	
Photovoltaic system with back-up battery storage	8	Generate at least 30% of energy demand based on daytime peak load and on an annual basis and provide at least 24 hours of energy use in battery storage.	0	
Photovoltaic system with back-up battery storage	10	Generate at least 60% of energy demand based on daytime peak load and on an annual basis and provide at least 24 hours of energy use in battery storage.	0	
Solar Water Heater	2	Solar water heating with at least an 80-gallon storage tank.	0	
Electric Vehicle Charging	2+	All other project types: 2 points for each station installed above the baseline number required pursuant to § 8.23.A and B.		Are any being provided?
Permeable surface for parking and drives	4	At least 50% of total surface of driveway and parking needs are permeable surfaces.	0	
Permeable surface for parking and drives	2	At least 25% of total surface of driveway and parking needs are permeable surfaces.	0	
Green roof	6	At least 50% or more of roof surface area is green roof.	0	
Green roof	4	At least 25% or more of roof surface area is green roof	0	
Green wall	4	Green wall must cover at least forty (40) percent of the surface of the external wall	0	
White roof (also known as cool roof)	4	The entire roof surface must be covered in white/reflective covering and provide an initial and 3-year-aged, LEED standardized Solar Reflectance Index (SRI) as follows: • Low-sloped roofs with a slope less than or equal to 2:12: initial SRI of 82 and 3-year aged SRI of 64 • Steep-sloped roofs with a slope greater than 2:12: initial SRI of 39 and 3-year aged SRI of 32	4	100% white TPO
Cool pavement	4	Provide a surface with an initial solar reflectance 20%, higher than the 5-10% reflectance of a dark asphalt parking lot	0	
Enhanced hurricane resistant structure	4	Meet a wind load 20 mph greater than Florida Building Code requirements	0	
LID/green infrastructure (e.g., use of bioswales, rain gardens, cisterns, filtration media, etc.)	2	Demonstrate efficacy of the system and provide maintenance plan	2	Drainage well
SITES Certification for landscaping	2	Provide Certification	0	
100% native plants in landscaping	2	Meet all landscaping requirements with 100% native vegetation	2	Need to confirm
Energy star rating for all appliances/equipment	4	All appliances/equipment associated with the building are Energy Star rated	4	Need to confirm
Other - Innovative Design feature	2+	Provide other design features that conserve energy, promote sustainable landscapes, support public health or increase sustainability, to be awarded at the discretion of the Village manager and reviewed on a case-by-case basis	0	
Diversion of waste from landfill	2	For projects involving demolition, provide documentation that at least 30% of all demolition materials will be reclaimed, recycled or otherwise diverted from the landfill	2	Shouldn't be hard to get to 30%
Use of reclaimed/recycled materials	2	Demonstrate that at least 20% of buildings materials are reclaimed/recycled content	0	
NGBS Bronze	10	Obtain NGBS Bronze certification	0	
NGBS Silver	12	Obtain NGBS Silver certification	12	
		TOTAL	**26**	20 is Required

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CHAPTER 5 - Lot Design, Preparation, and Development

Section 501 - Lot Selection		Claimed	Documentation	Assigned To	Notes
501.1 - Lot					
501.1	The lot is selected to minimize environmental impact by one or more of the following:				
	(1) An infill lot is selected.	Yes	Evidence that the lot is adjacent to land that has been previously developed for al least five years.	SHOMA	
	(2) An infill lot is selected that is a greyfield.	Yes	Evidence that the site was a previously developed site with abandoned or underutilized structures.	SHOMA	
501.2 - Multi-modal transportation					
501.2	A range of multi-modal transportation choices are promoted by one or more of the following:				
	(1) Lot is selected within one-half mile of pedestrian access to a mass transit system or within five miles of a mass transit station with provisions for parking.	Yes	Map showing location of transportation relative to the building.	AbneyGreen	
	(3) Walkways, street crossings and entrances designed to promote pedestrian activity are provided. New buildings are connected to existing sidewalks and areas of development.	Yes	None. Infrastructure in the community should be considered applicable to this practice.	MSA	

Section 502 - Project Team, Mission Statement and Goals		Claimed	Documentation	Assigned To	Notes
502.1	A knowledgeable team is established and team members roles are identified with respect to green lot design, preparation and development. The project's green goals and objectives are written into a mission statement.	Yes	Project mission statement, goals and specific team members roles identified.	AbneyGreen	Certification Plan

Section 503 - Lot Design		Claimed	Documentation	Assigned To	Notes
503.1 - Natural resources					
503.1	(1) A natural resources inventory is completed under the direction of a qualified professional.	Yes	Natural resources inventory signed by qualified professional.	David Plummer	
503.3 - Soil disturbance and erosion					
503.3	(3) Limits of clearing and grading are demarcated on the plan.	Yes	Plans showing grading & clearing limits.	David Plummer	
503.4 - Storm water management					
503.4	The stormwater management system is designed to use low-impact development/green infrastructure practices to preserve, restore or mitigate changes in site hydrology due to land disturbance and the construction of impermeable surfaces through the use of one or more of the following techniques:				
	(2) A hydrologic analysis is conducted that results in the design of a stormwater management system that maintains the pre-development (i.e., stable, natural) runoff hydrology of the lot throughout the development or redevelopment process. Post-construction runoff rate, volume, and duration cannot exceed predevelopment rates.	Yes	Hydrologic analysis; plans that show features to minimize concentrated flows.	David Plummer	
	(3) Low-Impact Development/Green infrastructure stormwater management practices to promote infiltration and evapotranspiration are used to manage rainfall on the lot and prevent the off-lot discharge of runoff from all storms up to and including the volume of following storm events:	Yes	Engineer's report showing X% event will not result in rainwater leaving the lot.	David Plummer	
	(c) 95th percentile storm event				
503.5 - Landscape plan					
503.5	A plan for the lot is developed to limit water and energy use while preserving or enhancing the natural environment.				
	(2) Non-invasive vegetation that is native or regionally appropriate for local growing conditions is selected to promote biodiversity.	Yes	List of regionally appropriate plants must be on plan. Landscape contractor statement or labels on plants.	Witkin Hults	

	(5) For landscaped vegetated areas, the maximum percentage of turf area is:	Yes	Calculation showing % of lot (minus building footprint & hardscape) that is turf or EPA Budget Tool. Landscape plan by qualified landscape professional stating intent of practice will be met.	Witkin Hults	55%
	(d) 40% to 60%				
	(6) Plants with similar watering needs are grouped (hydrozoning) and shown on the lot plan.	Yes	Landscape plan by qualified landscape professional showing watering needs.	Witkin Hults	
503.7 - Environmentally sensitive areas					
503.7	The lot is in accordance with one or both of the following:				
	(1) The lot does not contain any environmentally sensitive areas that are disturbed by construction.	Yes	Lot specific plan showing no sensitive areas.	SHOMA	
503.8 - Demolition of existing building(s)					
503.8	A demolition waste management plan is developed, posted at the jobsite, and implemented to recycle and/or salvage with a goal of recycling or salvaging a minimum of 50% of the nonhazardous demolition waste.	??	Demolition waste management plan.	SHOMA / GC/Builder	Will the waste from the existing conditions being demoed be recycled?
Section 504 - Lot Construction		***Claimed***	***Documentation***	***Assigned To***	***Notes***
504.1 - On-site supervision and coordination					
504.1	On-site supervision and coordination is provided during clearing, grading, trenching, paving and installation of utilities to ensure that specified green development practices are implemented.	Yes	List of practices implemented.	GC/Builder	
504.3 - Soil disturbance and erosion control					
504.3	On-site soil disturbance and erosion are minimized by one or more of the following in accordance with the SWPPP or applicable plan:				
	(1) Sediment and erosion controls are installed on the lot and maintained in accordance with the stormwater pollution prevention plan, where required.	Yes	SWPPP	GC/Builder	
	(2) Limits of clearing and grading are staked out on the lot.	Yes	Field verification	GC/Builder	
	(7) Soil is improved with organic amendments and mulch.	Yes	Invoice or evident from landscape contractor	Witkin Hults / GC/Builder	
Section 505 - Innovative Practices		***Claimed***	***Documentation***	***Assigned To***	***Notes***
505.1 - Driveways or parking areas					
505.1	Driveways and parking areas are minimized by one or more of the following:				
	(2) In a multi-unit project, parking capacity does not exceed the local minimum requirements.	??	Document with local regulations	MSA	
	(3) Structured parking is utilized to reduce the footprint of surface parking areas.	Yes	Field verification	Structures	
	(c) greater than 75%				
505.3 - Density					
505.3	The average density on the lot on a net developable area basis is:				
	(5) 70 or greater dwelling units per acre	Yes	Calculation of number of units divided by lot size for the building.	MSA	116 Units/acre
505.4 - Mixed-use development					
505.4	The lot contains a mixed-use building.	Yes	Field verification	MSA	

505.6 - Multi-unit plug-in electric vehicle charging					
505.6	Plug-in electric vehicle charging capability is provided for at least 1 percent of parking stalls. Electrical capacity in main electric panels supports Level 2 charging (208/240V-40 amp). Each stall is provided with conduit and wiring infrastructure from the electric panel to support Level 2 charging (208/240V-40 amp) service to the designated stalls, and stalls are equipped with either Level 2 charging AC grounded outlets (208/240V-40 amp) or Level 2 charging stations (240V/40A) by a third party charging station.	??	Plan specs	Franyie	Any being provided?

CHAPTER 6 - Resource Efficiency

Section 601 - Quality of Construction Materials and Waste		***Claimed***	***Documentation***	***Assigned To***	***Notes***
601.1 - Conditioned floor area					
601.1	Finished floor area of a dwelling unit is limited. Finished floor area is calculated in accordance with ANSI Z765 for single family and ANSI/BOMA Z65.4 for multifamily buildings. Only the finished floor area for stories above grade plane is included in the calculation.	Yes	Plans or other document by architect or designer showing square footage calculation per ANSI Z765. Calculation showing weighted average unit size for multi-family buildings.	MSA	889 SF is average unit size
	(2) less than or equal to 1,000 square feet (93 m2)				
601.6 - Stacked stories					
601.6	Stories above grade are stacked, such as in 1½-story, 2-story, or greater structures. The area of the upper story is a minimum of 50 percent of the area of the story below based on areas with a minimum ceiling height of 7 feet.	Yes	Field verification	MSA	21 story building
601.7 - Pre-finished materials					
601.7	Building materials or assemblies listed below that do not require additional site-applied material for finishing are incorporated in the building.	Yes	List of materials that do not receive site finishing.	MSA	Windows
	(1) 90% or more of the installed building materials or assemblies listed below	Yes			
	(c) window, skylight, and door assemblies not requiring paint or stain on one of the following surfaces: i. exterior surfaces ii. interior surfaces	Yes			

Section 602 - Enhanced Durability and Reduced Maintenance		***Claimed***	***Documentation***	***Assigned To***	***Notes***
602.1 - Moisture Management - Building Envelope					
602.1.1	Capillary breaks				
602.1.1.1	A capillary break and vapor retarder are installed at concrete slabs in accordance with ICC IRC Sections R506.2.2 and R506.2.3 or ICC IBC Sections 1907 and 1805.4.1	**Mandatory**	Plans/specifications AND scope of work(s) detailing how this mandatory requirement has been met. Photo(s) showing installation. Report from certified professional when the building code exceptions are used.	MSA	
602.1.6 - Termite-resistant materials					
602.1.6	In areas of termite infestation probability, termite-resistant materials are used as follows:	Yes	Field verification	MSA	
	(3) Very heavy termites - foundation, all structural walls, floors, concealed roof spaces, exterior decks, and exterior claddings.				
602.1.7 - Moisture control measures					
602.1.7.1	Moisture control measures are in accordance with the following:				
	(1) Building materials with visible mold are not installed or are cleaned or encapsulated prior to concealment and closing.	Yes	Field verification	GC/Builder	
	(2) Insulation in cavities is dry in accordance with manufacturer's instructions when enclosed (e.g., with drywall).	**Mandatory**	If wet insulation is used, provide documentation of the moisture content before enclosure.	GC/Builder	
602.1.7.2	Moisture content of subfloor, substrate, or concrete slabs is in accordance with the appropriate industry standard for the finish flooring to be applied.	Yes	Flooring manufacturer's recommendations for moisture content. Moisture sampling data by builder or 3rd party.	GC/Builder	

602.1.9 - Flashing					
602.1.9	Flashing is provided as follows to minimize water entry into wall and roof assemblies and to direct water to exterior surfaces or exterior water-resistive barriers for drainage. Flashing details are provided in the construction documents and are in accordance with the fenestration manufacturer's instructions, the flashing manufacturer's instructions, or as detailed by a registered design professional.				
	(1) Flashing is installed at all of the following locations, as applicable:	**Mandatory**	Plans showing flashing details at all required locations.	MSA / GC/Builder	
	(a) around exterior fenestrations, skylights, and doors				
	(b) at roof valleys				
	(c) at all building-to-deck, -balcony, -porch, and -stair intersections				
	(d) at roof-to-wall intersections, at roof-to-chimney intersections, at wall-to-chimney intersections, and at parapets.				
	(e) at ends of and under masonry, wood, or metal copings and sills				
	(f) above projecting wood trim				
	(g) at built-in roof gutters, and				
	(h) drip edge is installed at eaves and rake edges.				
602.1.10 - Exterior doors					
602.1.10	Entries at exterior door assemblies, inclusive of side lights, are covered by one of the following methods to protect the building from the effects of precipitation and solar radiation. A projection factor of 0.375 minimum is provided. Eastern- and western-facing entries in Climate Zones 1, 2, and 3, as determined in accordance with Figure 6(1) or Appendix C, have a projection factor of 1.0 minimum, unless protected from direct solar radiation by other means (e.g., screen wall, vegetation).	Yes	Projection factor calculations = overhang width/ height to the overhang (Measure height from sill of window or door to the overhang)	MSA	Main entrance qualifies
602.1.11 - Tile backing materials					
602.1.11	Tile backing materials installed under tiled surfaces in wet areas are in accordance with ASTM C1178, C1278, C1288, or C1325. Mandatory for certification.	**Mandatory**	Manufacturer's literature/specification/labeling showing ASTM compliance. Plans/specifications and scope of work showing installation.	MSA / GC/Builder	
602.1.14 - Architectural features					
602.1.14	Architectural features that increase the potential for water intrusion are avoided:				
	(1) All horizontal ledgers are sloped away to provide gravity drainage as appropriate for the application.	**Mandatory**	Field verification	MSA	
	(2) No roof configurations that create horizontal valleys in roof design.	Yes	Field verification	MSA	
	(3) No recessed windows and architectural features that trap water on horizontal surfaces.	Yes	Field verification	MSA	
602.2 - Roof surfaces					
602.2	A minimum of 90% of roof surfaces, not used for roof penetrations and associated equipment, on-site renewable energy systems such as photovoltaics or solar thermal energy collectors, or rooftop decks, amenities and walkways, are constructed of one or both of the following:				
	(1) Products that are in accordance with the ENERGY STAR cool roof certification or equivalent	Yes	Manufacturer's literature showing ENERGY STAR cool roof certification or equivalent	SHOMA / MSA	White TPO
602.3 - Roof water discharge					
602.3	A gutter and downspout system or splash blocks and effective grading are provided to carry water a minimum of 5 feet away from perimeter foundation walls.	Yes	Field verification	MSA / Franyie / David Plummer	Tied to underground stormwater system
602.4 - Finished grade					
602.4.1	Finished grade at all sides of a building is sloped to provide a minimum of 6 inches of fall within 10 feet of the edge of the building. Where lot lines, walls, slopes, or other physical barriers prohibit 6 inches of fall within 10 feet, the final grade is sloped away from the edge of the building at a minimum slope of 2%.	**Mandatory**	Field verification	David Plummer	
602.4.3	Water is directed to drains or swales to ensure drainage is away from the structure.	Yes	Field verification	MSA / Franyie / David Plummer	Tied to underground stormwater system

Section 609 - Regional Materials		Claimed	Documentation	Assigned To	Notes
609.1 - Regional Materials					
609.1	Regional materials are used for major and/or minor components of the building. For a component to comply with this practice, a minimum of 75% of all products in that component category must be sourced regionally, e.g., stone veneer category – 75% or more of the stone veneer on a project must be sources regionally.	Yes	List of materials or components and manufacturing location used in the project that are extracted, processed and manufactured within 500 miles.	GC/Builder	Concrete, CMU and drywall
611 - Innovative Practices		**Claimed**	**Documentation**	**Assigned To**	**Notes**
611.3 - Universal design elements					
611.3	Dwelling incorporates one or more of the following universal design elements. Conventional industry construction tolerances are permitted.	Yes	Field verification	MSA	Assumed
	(4) Blocking or equivalent installed in the accessible bathroom walls for future installation of grab bars at water closet and bathing fixture, if applicable.	Yes			
	(5) All interior and exterior door handles are levers rather than knobs.	Yes			
	(6) All sink faucet controls are single-handle controls of both volume and temperature.	Yes			
	(8) All light switches are rocker-type switches or other similar switches that can be operated by pressing them (with assistive devices). Toggle-type switches may not be used.	Yes			

CHAPTER 7 - Energy Efficiency

Section 701 - Minimum Energy Efficiency Requirements		Claimed	Documentation	Assigned To	Notes
701.1.1	Minimum performance path requirements A building complying with Section 702 shall include a minimum of two practices from Section 705.	**Mandatory**	Software report indicating at least compliance with the 2015 IECC requirement for the relevant climate location. Acceptable software includes, among others, REM/Rate, Open Studio, or EnergyGauge.	Franyie	
701.3	A review by a third party shall be conducted to verify design and compliance with Chapter 7.	**Mandatory**	3rd party report/statement showing design has been reviewed to ensure energy efficient performance or specific prescriptive details are adequately implemented in the building's design, and to ensure proper integration of various energy efficient technologies. In Climate Zone 1 PE must sign off that the system will maintain the cooling season indoor humidity less than the ASHRAE Simplified method for Design Indoor RH (70%) if the system size is not consistent with Manual S.	AbneyGreen	
701.4.1.1	HVAC systems HVAC system sizing - Space heating and cooling system/equipment is sized according to heating and cooling loads calculated using ACCA Manual J, or equivalent.	**Mandatory**	Software output report using ACCA Manual J or equivalent with recommended HVAC equipment sizes.	Franyie	
701.4.2.1	Duct air sealing Ducts are air sealed. All duct sealing materials are in conformance with UL 181A or UL 181B specifications and are installed in accordance with manufacturer's instructions.	**Mandatory**	For buildings with ducted systems provide product spec or trade contractor's scope of work to confirm use of duct sealing using UL 181 tape, mastic, gaskets, or an IRC or ICC/IMC approved system.	Franyie / GC/Builder	
701.4.2.2	Ducts & Plenums Building cavities are not used as supply ducts or plenums.	**Mandatory**	Field verification	Franyie	
701.4.2.3	Duct system sizing Duct system is sized and designed in accordance with ACCA Manual D or equivalent.	**Mandatory**	Software output report for this building using ACCA Manual D or equivalent.	Franyie	

701.4.3.1	Building thermal envelope air sealing				
	The building thermal envelope is durably sealed to limit infiltration. The sealing methods between dissimilar materials allow for differential expansion and contraction. The following are caulked, gasketed, weather-stripped or otherwise sealed with an air barrier material, suitable film, or solid material:	**Mandatory**	Drawing, specifications, scopes of work detailing air sealing that is not readily inspected during the rough inspection.	GC/Builder / AbneyGreen	
	(a) All joints, seams and penetrations.				
	(b) Site-built windows, doors, and skylights.				
	(c) Openings between window and door assemblies and their respective jambs and framing.				
	(d) Utility penetrations.				
	(e) Dropped ceilings or chases adjacent to the thermal envelope.				
	(f) Knee walls.				
	(g) Walls and ceilings separating a garage from conditioned spaces.				
	(h) Behind tubs and showers on exterior walls.				
	(i) Common walls between dwelling units.				
	(j) Attic access openings.				
	(k) Rim joist junction.				
	(l) Other sources of infiltration.				
701.4.3.2	Air sealing and insulation				
	Grade 2 and 3 insulation installation is not permitted. Building envelope air tightness and insulation installation is verified to be in accordance with Section 701.4.3.2(1) and 701.4.3.2(2).	**Mandatory**	Insulation installation requirements, either manufacturer's instructions or specific look code guidance.	GC/Builder / AbneyGreen	
	(2) Visual inspection - The air barrier and insulation items listed in Table 701.4.3.2(2) are field verified by visual inspection.	**Mandatory**	Field verification	GC/Builder / AbneyGreen	
701.4.3.2.1	Grade 1 insulation installations are in accordance with the following:	**Mandatory**	Field verification	GC/Builder / AbneyGreen	
	(1) Grading applies to field-installed insulation products.				
	(2) Grading applies to ceilings, walls, floors, band joists, rim joists, conditioned attics basements and crawlspaces, except as specifically noted.				
	(3) Inspection is conducted before insulation is covered.				
	(4) Air-permeable insulation is enclosed on all six sides and is in substantial contact with the sheathing material on one or more sides (interior or exterior) of the cavity. Air permeable insulation in ceilings is not required to be enclosed when the insulation is installed in substantial contact with the surfaces it is intended to insulate.				
	(5) Cavity insulation uniformly fills each cavity side-to-side and top-to-bottom, without substantial gaps or voids around obstructions (such as blocking or bridging).				
	(6) Cavity insulation compression or incomplete fill amounts to 2% or less, presuming the compressed or incomplete areas are a minimum of 70% of the intended fill thickness; occasional small gaps are acceptable.				
	(7) Exterior rigid insulation has substantial contact with the structural framing members or sheathing materials and is tightly fitted at joints.				
	(8) Cavity insulation is split, installed, and/or fitted tightly around wiring and other services.				
	(9) Exterior sheathing is not visible from the interior through gaps in the cavity insulation.				
	(10) Faced batt insulation is permitted to have side-stapled tabs, provided the tabs are stapled neatly with no buckling, and provided the batt is compressed only at the edges of each cavity, to the depth of the tab itself.				
	(11) Where properly installed, ICFs, SIPs, and other wall systems that provide integral insulation are deemed in compliance with the Grade 1 insulation installation requirements.				
701.4.3.4	Fenestration air leakage				
	Windows, skylights and sliding glass doors have an air infiltration rate of no more than 0.3 cfm per square foot, and swinging doors no more than 0.5 cfm per square foot, when tested in accordance with NFRC 400 or AAMA/WDMA/CSA 101/I.S.2/A440 by an accredited, independent laboratory and listed and labeled. This practice does not apply to site-built windows, skylights, and doors.	**Mandatory**	Manufacturer's label or literature indicating listing complying with this practice.	MSA / GC/Builder	
701.4.4	High-efficacy lighting				
	Lighting efficacy in dwelling units is in accordance with one of the following:				
	(1) A minimum of 75% of the total hard-wired lighting fixtures, or the bulbs in those fixtures, qualify as high efficacy or equivalent. (60 lumens/W for lamps over 40W; 50 lumens/W for lamps over 15W to 40W; 40 lumens/W for lamps 15W or less.)	**Mandatory**	Field verification	SHOMA / GC/Builder	

Section 702 - Performance Path		Claimed	Documentation	Assigned To	Notes
702.2 - Energy cost performance					
702.2.1	ICC IECC analysis - Energy efficiency features are implemented to achieve energy cost or source energy performance that meets the ICC IECC. A documented analysis using software in accordance with ICC IECC, Section R405, or ICC IECC Section C407.2 through C407.5, applied as defined in the ICC IECC, is required.	**Mandatory**	EnergyGuage meets the requirement.	Franyie	
702.2.2	Energy cost performance analysis - Energy cost savings levels above the ICC IECC are determined through an analysis that includes improvements in building envelope, air infiltration, heating system efficiencies, cooling system efficiencies, duct sealing, water heating system efficiencies, lighting and appliances.	Yes	If performance claim is 1) not to be supported by performance test data, and 2) not to be based on energy recovery; then 1) the qualified professional must assume in their energy simulation an SLA of 0.00036 for the infiltration, 2) duct system efficiency of 0.88 when all ducts are in conditioned space, and 3) no energy recovery for the ventilation system for either the REM/Rate or EnergyGauge output report. If there is duct work outside of the conditioned space then the duct blaster test must be conducted in accordance with the 2015 IECC.	Franyie	3% better than code is assumed

Section 705 - Additional Practices		Claimed	Documentation	Assigned To	Notes
705.2.1 - Lighting					
705.2.1.2	Exterior lighting - Photo or motion sensors are installed on 75% of outdoor lighting fixtures to control lighting.	Yes	Field verification	Franyie	
705.2.1.3	Multifamily common areas				
	(1) In a multifamily building, occupancy sensors, or dimmers are installed in common areas (except corridors and stairwells).	Yes	Field verification	Franyie	
	(a) 50% to less than 75% of lighting fixtures.				
705.2.4	Recessed luminaires. The number of recessed luminaires that penetrates the thermal envelope is less than 1 per 400 square feet of total conditioned floor area and they are in accordance with Section 701.4.3.5.	Yes	Field verification	Franyie	None in the thermal envelope
705.4 - Return ducts and transfer grilles					
705.4	Return ducts or transfer grilles in all rooms with a door except baths, kitchens, closets, pantries, & laundry.	Yes	Field verification	Franyie	

706 Innovative Practices		Claimed	Documentation	Assigned To	Notes
706.1 - Energy consumption control					
706.1	A whole-building or whole-dwelling unit device or system is installed that controls or monitors energy consumption.				
	(1) programmable communicating thermostat with the capability to be controlled remotely	??	Manufacturer's product specification(s).	Franyie	
706.8 - Electric vehicle charging station					
706.8	A Level 2 or Level 3 electric vehicle charging station is installed on the building site.	??	Field verification	Franyie	Any being provided?

CHAPTER 8 - Water Efficiency

Section 801 -Indoor and Outdoor Water Use		Claimed	Documentation	Assigned To	Notes
801.2 - Water conserving appliances					
801.2	ENERGY STAR or equivalent water conserving appliances are installed.				
	(1) ALL dishwashers	Yes	Field verification	SHOMA	
	(2) Washing machine	??	Field verification	SHOMA	
	(3) Washing machine with a water factor of 4.0 or less	??	Field verification	SHOMA	

801.3 - Showerheads					
801.3	Showerheads are in accordance with the following:				
	(1) The total maximum combined flow rate of all showerheads controlled by a single valve at any point in time in a shower compartment is **1.6 to less than 2.5 gpm**. Maximum of two valves are installed per shower compartment. The flow rate is tested at 80 psi in accordance with ASME A112.18.1. Showerheads are served by an automatic compensating valve that complies with ASSE 1016 or ASME A112.18.1 and specifically designed to provide thermal shock and scald protection at the flow rate of the showerhead.	Yes	Manufacturer's specifications showing compliance.	Franyie / GC/Builder	1.5 gpm is speced
	(2) All shower compartments in the dwelling unit(s) and common areas meet the requirements of 801.3(1) and all showerheads are in accordance with one of the following:	Yes	Manufacturer's specifications showing compliance.	Franyie / GC/Builder	1.5 gpm is speced
	(b) 1.6 to <2.0 gpm				
801.4 - Lavatory Faucets					
801.4.1	Water-efficient lavatory faucets with a maximum flow rate of **1.5 gpm**, tested at 60 psi in accordance with ASME A112.18.1, are installed:				
	(1) ALL lavatory faucets per bathroom comply.	Yes	Manufacturer's specifications showing compliance.	Franyie / GC/Builder	1.5 gpm is speced
	(2) ALL lavatory faucets per dwelling comply.	Yes	Manufacturer's specifications showing compliance.	Franyie / GC/Builder	1.5 gpm is speced
801.5 - Water closets and urinals					
801.5	Water closets and urinals are in accordance with the following:				
	(2) A water closet is installed with an effective flush volume of 1.28 gallons or less and meets the flush performance criteria when tested in accordance with ASME A112.19.2/CSA B45.1 or ASME A112.19.14 as applicable.	Yes	Manufacturer's specifications showing compliance.	Franyie / GC/Builder	1.28 gpf is speced
	(3) All water closets are in accordance with Section 801.5(2).	Yes			
801.6 - Irrigation systems					
801.6.1	Sprinkler nozzles have a maximum precipitation rate of 1.20 inches per hour for turf or landscaping. Nozzle performance is tested by an accredited third party laboratory and results are posted on Smart Water Application Technologies website or similar.	Yes	Nozzle performance test results by an accredited third-party laboratory and results are posted on Smart Water Application Technologies website or similar.	Witkin Hults	
801.6.3	Where an irrigation system is installed, an irrigation plan and implementation are executed by a qualified professional certified by a WaterSense labeled program or equivalent program as approved by Adopting Entity.	**Mandatory**	Plan and statement from WaterSense professional indicating compliance.	Witkin Hults	
801.6.4	The irrigation system(s) is controlled by a smart controller or no irrigation is installed.				
	(1) Evapotranspiration (ET) based irrigation controller with a rain sensor or soil moisture sensor based irrigation controller.	Yes	Manufacturer's literature.	Witkin Hults	Either/or
	(2) Irrigation controllers are labeled by EPA WaterSense program.	Yes	Manufacturer's literature.	Witkin Hults	Either/or
801.6.5	All irrigation zones utilize pressure regulation so emission devices (sprinklers and drip emitters) operate at manufacturer's recommended operating pressure.	Yes	Field verification	Witkin Hults	

CHAPTER 9 - Indoor Environmental Quality

Section 901 - Pollutant Source Control		***Claimed***	***Documentation***	***Assigned To***	***Notes***
901.1 - Space and water heating					
901.1.2	Air handling equipment or return ducts are not located in the garage, unless in isolated, air-sealed mechanical room with an outside air source.	Yes	Field verification	Franyie	
901.2 - Solid fuel-burning appliances					
901.2.2	Fireplaces, wood stoves, pellet stoves, or masonry heaters are not installed.	Yes	Field verification	MSA	

901.3 - Garages					
901.3	Garages are in accordance with the following:				
	(1) Attached garages				
	(a) Doors installed in the common wall between the attached garage and conditioned space are tightly sealed and gasketed.	**Mandatory**	Field verification	MSA / GC/Builder	
	(b) A continuous air barrier is provided separating the garage space from the conditioned living spaces.	**Mandatory**	Field verification	MSA / GC/Builder	
901.6 - Carpets					
901.6	(1) Wall-to-wall carpeting is not installed adjacent to water closets and bathing fixtures.	**Mandatory**	Field verification	MSA	
901.9 - Architectural coatings					
901.9.1	Site-applied interior architectural coatings, which are inside the water proofing envelope, are in accordance with one or more of the following:	Yes	List of interior coatings used showing amount used, %, and VOC criteria. Manufacturer's literature showing VOC. Scopes of work or specifications showing which materials were to be used.	MSA / GC/Builder	
	(3) CARB Suggested Control Measure for Architectural Coatings				
	(a) 50 g/L flat,				
	(b) 100 g/L non flat,				
	(c) 150 g/L high-gloss				
901.9.2	Architectural coating colorant additive VOC content is in accordance with the following:	Yes	List of all colorants used showing amount used, %, and VOC criteria. Manufacturer's literature showing VOC as listed. Scopes of work or specifications showing which materials were to be used.	MSA / GC/Builder	
	(1) Architectural Coatings, excluding IM Coatings -- 50 g/L				
	(2) Solvent-Based IM -- 600 g/L				
	(3) Waterborne IM -- 50 g/L				
901.10 - Interior adhesives and sealants					
901.10	A minimum of 85% of site-applied adhesives and sealants located inside the waterproofing envelope are in accordance with one of the following, as applicable.				
	(3) SCAQMD Rule 1168 in accordance with Table 901.10(3), excluding products that are sold in 16 ounce containers or less and are regulated by the California Air Resources Board (CARB) Consumer Products Regulations.	Yes	List of all interior sealants used showing amount, %, and VOC criteria. Manufacturer's literature showing VOC as listed.	MSA / GC/Builder	
901.11 - Insulation					
901.11	Emissions of 85% of wall, ceiling, and floor insulation materials are in accordance with the emission levels of CDPH/EHLB Standard Method v1.1. Emission levels are determined by a laboratory accredited to ISO/IEC 17025 and the CDPH/EHLB Standard Method v1.1 is in its scope of accreditation. Insulation is certified by a third-party program accredited to ISO 17065, such as, but not limited to, those in Appendix D.	Yes	Manufacturer's literature or product marking showing compliance for wall, ceiling and/or floor insulation.	MSA / GC/Builder	
901.14 - Non-smoking areas					
901.14	Environmental tobacco smoke is minimized by one or more of the following:				
	(1) All interior common areas of a multi-unit building are designated as non-smoking areas with postage signage.	Yes	Field verification	SHOMA	Code
	(2) Exterior smoking areas of a multi-unit building are designated with posted signage and located a minimum of 25 feet from entries, outdoor air intakes, and operable windows.	Yes	Field verification	SHOMA	Assumed - Smoking is not allowed anywhere on property, including in units. That would qualifies for this practice.

Section 902 -Pollutant Control	***Claimed***	***Documentation***	***Assigned To***	***Notes***

902.1 - Spot ventilation					
902.1.1	Spot ventilation is in accordance with the following:				
	(1) All bathrooms are vented to the outdoors. The minimum ventilation rate is 50 cfm for intermittent operation or 20 cfm for continuous operation.	**Mandatory**	Manufacturer's literature/specifications for the fan showing cfm.	Franyie	
	(2) Clothes dryers (except listed and labeled condensing ductless dryers) are vented to the outdoors.	**Mandatory**	Field verification	Franyie	
902.1.4	Exhaust fans are ENERGY STAR labeled				
	(1) ENERGY STAR, or equivalent, fans	Yes	Manufacturer's literature/specifications for the fan showing cfm.	Franyie	
	(2) ENERGY STAR, or equivalent, fans operating at or below 1 sone	Yes	Manufacturer's literature/specifications for the fan showing cfm.	Franyie	
902.2 - Building ventilation systems					
902.2.3	MERV filters 8 to 13 are installed on central forced air systems and are accessible. Designer or installer is to verify that the HVAC equipment is able to accommodate the greater pressure drop of MERV 8 to 13 filters.	??	Designer/installer certification of system capability for installed MERV filters.	Franyie / GC/Builder	
902.4 - HVAC system protection					
902.4	One of the following HVAC system protection measures is performed.				
	(1) HVAC supply registers (boots), return grilles, and rough-ins are covered during construction activities to prevent dust and other pollutants from entering the system.	Yes	Field verification	Franyie / GC/Builder	
902.6 - Living space contaminants					
902.6	The living space is sealed in accordance with Section 701.4.3.1 to prevent unwanted contaminants.	**Mandatory**	Field verification	GC/Builder	
Section 903 - Moisture Management: Vapor, Rainwater, Plumbing, HVAC		***Claimed***	***Documentation***	***Assigned To***	***Notes***
903.1 - Plumbing					
903.1.2	Plumbing is not in unconditioned spaces	Yes	Field verification	Franyie	
903.2 - Duct insulation					
903.2	Ducts are in accordance with one of the following:	Yes	Manufacturer's literature/specs showing R-value for insulation.	Franyie	
	(2) All HVAC ducts, plenums, and trunks are in conditioned space. All HVAC ducts are insulated to a minimum of R4.				
CHAPTER 10 - Operation, Maintenance, and Building Owner Education					
Section 1002 - Construction, Operation, & Maintenance Manuals & Training for Multi-Family Buildings		***Claimed***	***Documentation***	***Assigned To***	***Notes***
1002.1 - Building construction manual					
1002.1	A building construction manual that includes **five or more** of the following is compiled and distributed in accordance with the intent of this practice.	Yes	Verifier must review building construction manual that addresses the mandatory 3 items (a certificate placeholder is acceptable) plus at least 2 of the listed additional optional items. Verify the expected process to deliver manual(s) to the responsible party.	AbneyGreen / GC/Builder	
	(1) Narrative detailing the importance of constructing a green building, including a list of green building attributes included in the building. Mandatory for certification.	**Mandatory**			
	(2) Green building program certificate (or place holder), copy of the National Green Building Standard, & the individual measures achieved. Mandatory for certification.	**Mandatory**			
	(3) Warranty, operation, & maintenance instructions for all equipment, fixtures, appliances, & finishes. Mandatory for certification.	**Mandatory**			
	(4) Record drawings of the building	Yes			
	(5) A record drawing of the site including stormwater management plans, utility lines, landscaping with common name and genus/species of planting.	Yes			

	(6) A diagram showing the location of safety valves and controls for major building systems.	Yes			
	(7) A list of the type and wattage of light bulbs installed in light fixtures.	Yes			
	(8) A photo record of framing with utilities installed. Photos are taken prior to installing insulation and clearly labeled.				
1002.2 - Operations manuals					
1002.2	Operations manuals are created/distributed to the responsible parties per 1002.0. Between all of the operational manuals, **five or more** of the following options are included.	Yes	Operations manual with the required items.	AbneyGreen / SHOMA / GC/Builder	
	(1) A narrative detailing the importance of operating and living in a green building. This narrative is included in all responsible parties' manuals.	**Mandatory**			
	(2) List of practices to conserve water and energy (e.g., turning off lights when not in use, shorter showers, using ENERGY STAR labeled electronics).	**Mandatory**			
	(3) Information on methods of maintaining the building's relative humidity in the range of 30-60%.	Yes			
	(4) Information on opportunities to purchase renewable energy from local utilities or national green power providers and information on utility and tax incentives for the installation of no-site renewable energy systems.				
	(5) Information on local & on-site recycling and hazardous waste disposal programs and, if applicable, building recycling waste hazardous waste handling and disposal procedures.	Yes			
	(6) Local public transportation options.	Yes			
	(7) Explanation of the benefits of using compact fluorescent light bulbs, LEDs or other high-efficiency lighting.	Yes			
	(8) Information on native landscape materials and/or those that have low water requirements.				
	(9) Information on radon mitigation system, where applicable				
	(10) A procedure for educating tenants in rental properties on the proper use, benefits and maintenance of green building systems including a maintenance process for the improperly functioning equipment.	Yes			
	(11) Information on the importance and operation of the building's fresh air ventilation system.				
1002.3 Maintenance manual					
1002.3	Maintenance manuals are created and distributed to the responsible parties in accordance with Section 1002.0. Between all of the maintenance manuals, **five or more** of the following options are included.	Yes	Review the maintenance manual that addresses the mandatory item and at least 4 of the optional items.	AbneyGreen / SHOMA / GC/Builder	
	(1) A narrative detailing the importance of maintaining a green building. This narrative is included in all responsible parties' manuals.	**Mandatory**			
	(2) List of local service providers that offer regularly scheduled service and maintenance contracts to assure proper performance of equipment and the structure (e.g., HVAC, water heating equipment, sealants, caulks, gutter and downspout system, shower and/or tub surrounds, irrigation system).	Yes			
	(3) User-friendly maintenance checklist that includes:	Yes			
	(a) HVAC filters				
	(b) Thermostat operation and programming				
	(c) Lighting controls				
	(d) Appliances and settings				
	(e) Water heater settings				
	(f) Fan controls				
	(4) List of common hazardous materials often used around the building and instructions for proper handling and disposal of these materials.	Yes			
	(5) Information on organic pest control, fertilizers, deicers, and cleaning products	Yes			
	(6) Instructions for maintaining gutters and downspouts and importance of diverting water a minimum of 5 feet away from the foundation.	Yes			
	(7) Instructions for inspecting the building for termite infestation.	Yes			
	(8) A procedure for rental tenant occupancy turnover that preserves the green features.	Yes			
	(9) An outline of formal green building training program for maintenance staff.				
	(10) A green cleaning plan which includes guidance on sustainable cleaning products.				

1002.4 - Training of building owners					
1002.4	Building owners and occupants are familiarized with the green building goals and strategies implemented and the impacts of occupants' practices on the costs of operating the building. Training is provided to the responsible party(ies) regarding all equipment operation and control systems. Systems include, but not limited to, all of the following:	**Mandatory**	Builder's documented procedures and standard practices explaining the occupant training process. Examples of training materials and written confirmation from similar projects that training has actually been done.	GC/Builder	
	(1) HVAC filters				
	(2) Thermostat operation and programming				
	(3) Lighting controls				
	(4) Appliances and settings				
	(5) Water heater settings				
	(6) Fan controls				
	(7) Recycling practices				
Section 1003 - Public Education		***Claimed***	***Documentation***	***Assigned To***	***Notes***
1003.1 - Public Education					
1003.1	One or more of the following is implemented.				
	(1) Signage. Signs showing the project is designed and built in accordance with the National Green Building Standard are posted on the construction site.	Yes	Visual confirmation and/or photos of the construction signs visible on site during construction.	GC/Builder	
	(2) Certification Plaques. National Green Building Standard certification plaques with rating level attainted are placed in a conspicuous location near the utility area of the home or, in a conspicuous location near the main entrance of a multifamily building.	Yes	Purchase order for certification signage and written instructions regarding installation location.	SHOMA	

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Summary of Results of the Design Phase

Project Name: SHOMA North Bay Village
Location: 1850 Kennedy Causeway, North Bay Village, Florida 33141

✓	**No Mandatory items missing on the "Overview (Design)" page**

	Points Required				Points Claimed	Mandatory Practices	No Errors
	Bronze	Silver	Gold	Emerald			
Chapter 5: Lot Design, Preparation, and Development	50	64	93	121	**122**	✓	✓
Chapter 6: Resource Efficiency	43	59	89	119	**65**	✓	✓
Chapter 7: Energy Efficiency	30	45	60	70	**48**	✓	✓
Chapter 8: Water Efficiency	25	39	67	92	**60**	✓	✓
Chapter 9: Indoor Environmental Quality	25	42	69	97	**47**	✓	✓
Chapter 10: Operation, Maintenance, and Building Owner Education	8	10	11	12	**10**	✓	✓
Additional Points required	50	75	100	100			
Additional points required due to SF over 4000 (601.1)	0	0	0	0			
Total points required	231	334	489	611	**352**		
Additional Points Claimed	**171**	**93**	**(37)**	**(159)**			

Overall Level Achieved for Design	**Silver**

SHOMA BAY

TRAFFIC STUDY

dpa

Since 1728

Prepared By:
David Plummer & Associates

Prepared For:
Shoma Group

Prepared In:
June 2023

DPA Job #:
20105

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Appendix H: AutoTURN Analysis

EXECUTIVE SUMMARY

The proposed Shoma Bay project is located at 1850 and 1872 79th Street Causeway in North Bay Village, FL. The site is currently occupied by a surface parking lot and a 7,737 SF shopping center. The project proposes a new mixed-use development consisting of 333 residential units, and 50,017 SF of retail space (with a supermarket use). Access to the site will be through an existing left-in / right-in / right-out driveway located on the 79th Street Causeway (John F. Kennedy Causeway) and a proposed full access driveway located on E. Treasure Drive. For the purpose of this traffic analysis, project build-out is anticipated by 2025.

An assessment of the traffic impacts associated with the proposed project was performed in accordance with the requirements of the North Bay Village Comprehensive Plan. The results of the intersection analysis show that the following intersections currently operate and will continue to operate within the North Bay Village LOS standards during the AM and PM peak hours:

- 79th Street Causeway / Project Driveway
- 79th Street Causeway / 1800 Block

The results show that the E. Treasure Drive / 79th Street Causeway intersection experiences delay at the southbound approach during the AM and PM peak hours for existing, future without project, and future with project conditions. It should be noted that the project adds no additional traffic to the southbound approach of the intersection. Furthermore, the southbound approach is a split phase and therefore the additional traffic generated by the project should have no effect on the operations of the southbound approach. At future without project and future with project conditions, the southbound approach of the 1800 Block / 79th Street Causeway intersection shows delays during the AM peak hour. Signal timing adjustments are recommended to improve the southbound delay at the intersection during the AM peak hour. Adding one second of green time to the northbound / southbound phase, improves the LOS of the approach from E to D. The intersection capacity analysis results also show adequate operations at the unsignalized project driveways during the AM and PM peak hours.

The results of the roadway segment analysis show that the following roadway segments currently operate and will continue to operate within the Village's LOS standards during the AM and PM peak hours:

- 79th Street Causeway between the Project Driveway and E. Treasure Drive
- 79th Street Causeway between 1800 Block and the Project Driveway

As part of the study, the mobility and circulation within the study area was evaluated. The study shows that the project area is currently served by Miami-Dade bus route 112 and the North Bay Village Mini-Bus. The project is also located in an area that is conducive for pedestrian activities. Bike lanes are available on both sides of the 79th Street Causeway, ample sidewalks are available along all roadways, and the major intersections adjacent to the site have clearly marked and signalized crosswalks. These conditions surrounding the project facilitate pedestrian activity to and from nearby schools, restaurants, retail, and entertainment; encouraging the use of other modes of transportation and reducing the vehicular impact on the roadway network. An AutoTurn analysis was performed showing the loading area can accommodate WB-67 trucks.

1.0 INTRODUCTION

1.1 Project Background

The proposed Shoma Bay project is located at 1850 and 1872 79th Street Causeway in North Bay Village, FL (See Exhibit 1). The site is currently occupied by a surface parking lot and a 7,737 SF shopping center. The project is proposing a new, mixed-use development consisting of 333 residential units, and 50,017 SF of retail space (with a supermarket use). Access to the site will be through an existing left-in / right-in / right-out driveway located on the 79th Street Causeway (John F. Kennedy Causeway) and a proposed full access driveway located on E. Treasure Drive. See Appendix A for the site plan. For the purpose of this traffic analysis, project build-out is anticipated by 2025.

1.2 Study Objective

The purpose of the Study is to provide a traffic study that meets the requirements of the North Bay Village Comprehensive Plan for the project. This study includes vehicular flow, trip generation, and roadway segment and intersection analyses.

1.3 Study Area and Methodology

The analysis undertaken follows the study methodology for a typical North Bay Village Traffic Study. A synopsis of the methodology is as follows.

Study Area

The study area for the project includes the following two intersections:

- 79th Street Causeway / E. Treasury Drive (Signalized)
- 79th Street Causeway / 1800 Block (Signalized)

The project driveways will also be included in the analysis.

The study area also includes the following roadway links:

- 79th Street Causeway between the Project Driveway and E. Treasure Drive
- 79th Street Causeway between the 1800 Block and the Project Driveway.



Project Location

Exhibit 1

Location Map

NORTH
MAP NOT TO SCALE

Analysis Scenarios

The analysis scenarios for this study were as follows:

- Existing (2021) year
- Project build-out year (2025) without project trips (background traffic)
- Project build-out year (2025) with project trips (total traffic)

Data Collection

- Consistent with the correspondence with Village staff, Field TMCs used in the Shuckers traffic study were used as the existing condition for the roadway. The peak hour vehicle turning movement counts (TMCs) were obtained from movement counts previously collected on May 20, 2021 at the 1800 Block / JFK Causeway and E treasure Drive / JFK Causeway intersections during the AM (7:00 – 9:00 am), and PM (4:00 – 6:00 pm) peak periods.

Existing Conditions Intersection / Link Analysis

- Intersection capacity analysis was evaluated for the study area intersections using the Synchro Software. All input files will be provided for review purposes. Access driveways were included as part of the LOS analysis. All input files will be provided for review purposes.
- Link / Segment capacity were estimated using service volume obtained from the generalized vehicular capacities from the latest (2023) FDOT Quality / LOS Handbook.

Future Conditions Intersection / Link Analysis – Background Traffic Conditions

- Future background traffic volumes were determined by applying a compound growth rate to existing volumes and adding committed development traffic (if any). The growth rate was determined after discussions with the City to be 2.65%. This percentage was determined as it was the average growth rate between a previously approved and completed study for the Shoma Bay project (3.91%) and the approved Shucker's (1.4%) traffic impact study.
- Committed development information was requested from North Bay Village. The Isle of Dreams, Shucker's, and 1755 Kennedy Causeway projects were considered as committed

developments for background traffic.

- Committed roadway improvements were obtained from the 2*023 Miami-Dade County TIP* and/or FDOT's *5-year program*. Any programmed improvement that increases capacity were included in the analysis.
- Planned roadway improvements will be obtained from MDCs *2045 Long Range Plan* for documentation purposes only.

Project Trip Generation

- Using information contained in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual*, 11th Edition, trips associated with the existing and proposed development were estimated. Pass-by trips were established based on the ITE *Generation Manual*, 11th Edition. Internal capture trips were established based on the ITE *Trip Generation Manual*, 3rd Edition. A deduction for other modes of transportation was based on local characteristics and/or modal splits near the proposed development.

Project Trip Distribution

- Trip Distribution / Trip Assignment – Net new external project traffic was assigned to the adjacent street network using the appropriate cardinal distribution from the *Miami-Dade 2045 Long Range Transportation Plan Update*, published by the *Metropolitan Planning Organization*. Normal traffic patterns were considered when assigning project trips.

Future Conditions Intersection / Link Analysis – Total Traffic Conditions

- Future total traffic volumes were determined by adding project trips and background traffic volumes.
- Intersection capacity analyses were evaluated using the Synchro software. Signal timings might be optimized for future conditions analyses. Signal timing optimizations and modifications might be coordinated with Miami Dade County Public Works Traffic and Signs Division for approval as necessary.
- Link / Segment capacity was estimated using generalized vehicular capacities from the latest FDOT LOS Manual. The roadway link analysis was completed for peak hour directional and two-way traffic volumes.

2.0 DATA COLLECTION

Data collection for this study included roadway characteristics, roadway segment counts, intersection traffic counts, signal timing, and seasonal adjustment factors. The data collection effort is described in the following sections.

2.1 Roadway Characteristics

79th Street Causeway / SR 934/ John F. Kennedy Causeway

The 79th Street Causeway is a state principal arterial roadway that provides east / west access connecting mainland City of Miami to the island of Normandy Isle in the City of Miami Beach. Within the study area, the 79th Street Causeway is a two-way, six-lane divided roadway. Exclusive left turn lanes are provided throughout the segment. Bike lanes are provided on both sides of the roadway. FDOT has jurisdiction over the 79th Street Causeway. The posted speed limit is 30 mph.

E. Treasure Drive

E. Treasure Drive is classified as a local collector street that provides north / south access from the 79th Street Causeway (John F. Kennedy Causeway) to S. Treasure Drive. E. Treasure Drive is a two-way, two-lane, undivided roadway. There is on-street parking provided along both sides of the roadway. North Bay Village has jurisdiction over E. Treasure Drive. The posted speed limit is 25 mph.

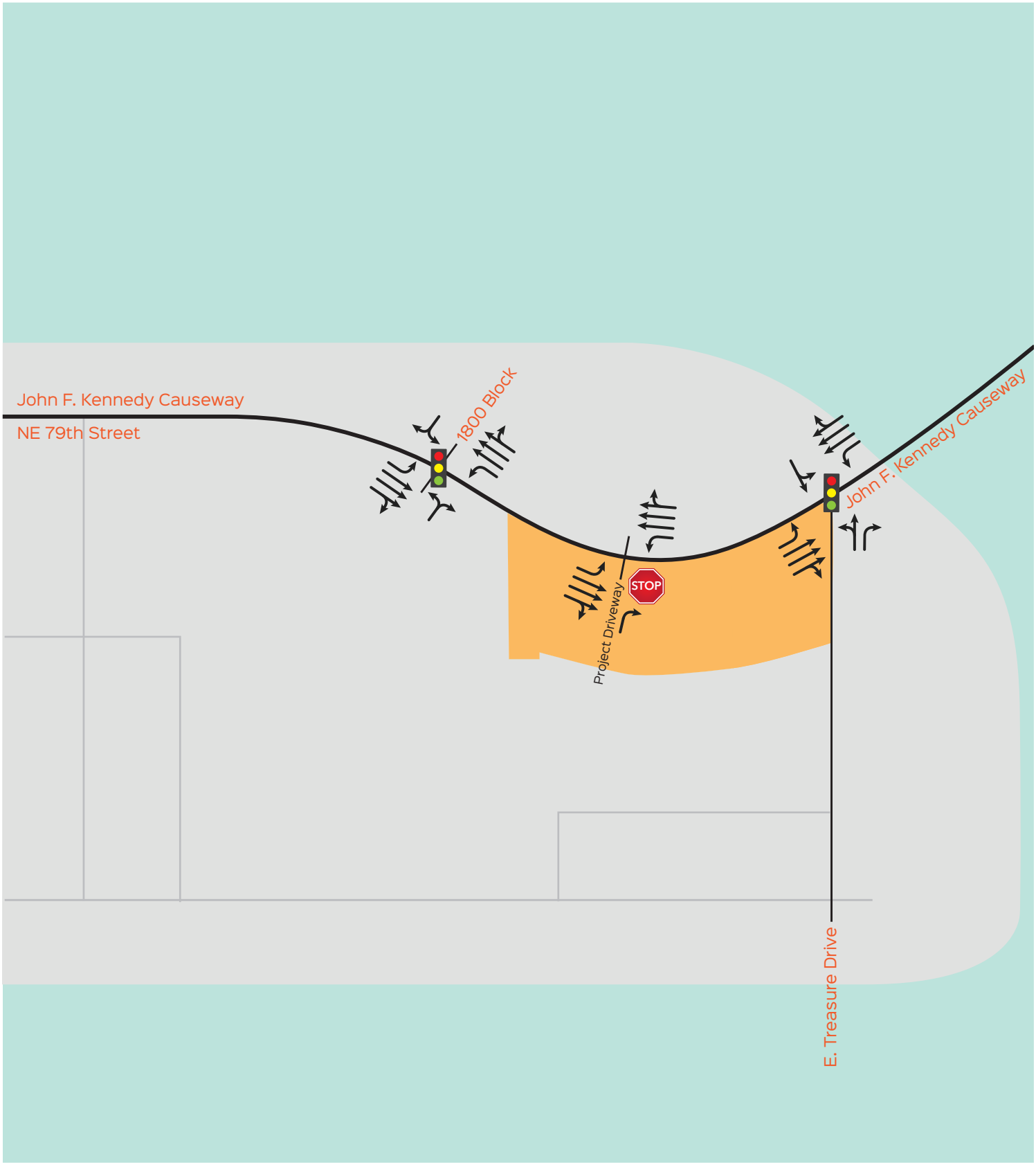
2.2 Traffic Counts

Consistent with the correspondence with Village staff, Field TMCs used in the Shuckers traffic study were used as the existing condition for the roadway. The peak hour vehicle turning movement counts (TMCs) were obtained from movement counts previously collected on May 20, 2021 at the 1800 Block / JFK Causeway and E treasure Drive / JFK Causeway intersections during the AM (7:00 – 9:00 am), and PM (4:00 – 6:00 pm) peak periods. The counts were adjusted to reflect average annual daily traffic conditions using the 2021 weekly volume adjustment factors obtained from FDOT. A weekly volume peak season conversion factor of 1.00 (Miami-Dade County North) corresponding to the date of the counts was used. Next the counts were grown two

years by the agreed upon growth rate (see Section 4.2) to determine the existing 2023 conditions. Traffic counts and FDOT season factors are provided in Appendix C.

2.3 Intersection Data

Signal timing data was obtained from Miami-Dade County for the signalized intersections analyzed in this study. This information was used for the signal phasing and timing required for the intersection capacity analysis. A field survey was also conducted to obtain the intersection lane configurations to be used in the intersection analysis. Exhibit 2 shows the existing lane configurations at the analyzed intersections. Existing volumes for the peak hours at the segments and intersections analyzed are shown in Exhibit 3. The signal timings are provided in Appendix D.

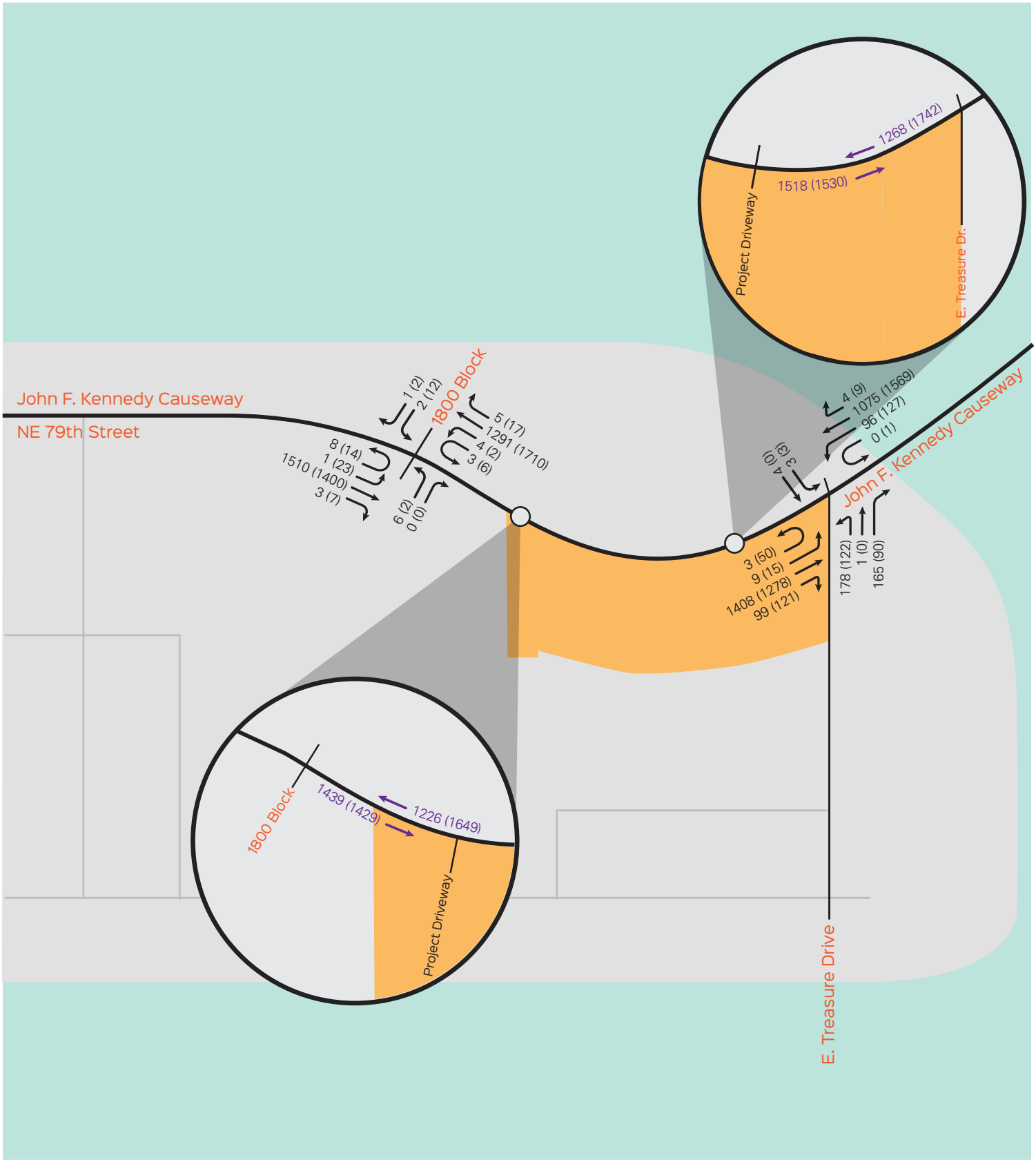


Project Location

Exhibit 2

Existing Lane Configurations

NORTH
MAP NOT TO SCALE



Project Location 00 AM → Peak Hour Segment Volumes
(00) PM

Exhibit 3

Existing AM & PM Peak Hour Traffic Volumes

NORTH
MAP NOT TO SCALE

2.4 Roadway Capacity Analysis

The FDOTs generalized service volume tables provide the maximum volume for a specific Level of Service (LOS). LOS is a qualitative assessment of a road's operating conditions and is represented by the letters A through F, where A is free flow (best condition) and F is the most congested condition. FDOTs generalized service volume tables are provided in Appendix C. Exhibit 4 shows the roadway link analysis for the study area segments based on the FDOT generalized peak hour directional and two-way service volume tables. All roadway segments currently operate within the Village's LOS standards.

Exhibit 4: Existing Roadway Capacity Analysis
Weekday AM and PM Peak Hour Conditions

Roadway	Direction	# of Lanes	AM Peak Volume	PM Peak Volume	LOS Std	Service Volume	Meet LOS Std?
79th Street Causeway between the Project Driveway and E. Treasure Drive	EB	3LD	1,518	1,530	D	2,804	Yes
	WB	3LD	1,268	1,742	D	2,804	Yes
	Two-way	6LD	2,786	3,272	D	5,093	Yes
79th Street Causeway between 1800 Block and the Project Driveway	EB	3LD	1,516	1,505	D	2,804	Yes
	WB	3LD	1,292	1,738	D	2,804	Yes
	Two-way	6LD	2,808	3,243	D	5,093	Yes

79th Street Causeway: Two-way with Exclusive Left-turn lanes - C5 Urban Center - 6 Lane Divided (4,850*1.05 = 5,093 vph); ***Directional*** - C5 Urban Center - 3 Lane Divided (2,670*2 = 2,804 vph)

2.5 Intersection Capacity Analysis

The Synchro software was used to perform intersection capacity analysis at the analyzed intersections. Synchro is a macroscopic analysis and optimization software application that implements the Intersection Capacity Utilization method for determining intersection capacity. Synchro also supports the Highway Capacity Manual's methodology for signalized / un-signalized intersections. Exhibit 5 shows the resulting LOS for existing weekday AM and PM peak hour conditions. The analysis indicates that all intersections are projected to operate within the Village's overall LOS standards. The E. Treasure Drive / 79th Street Causeway intersection experiences delay at the southbound approach during the AM peak hour and in the northbound / southbound approaches during the PM peak hour. This condition may be due to the fact that the state gives priority to vehicles travelling east / west through this area therefore, accepting delays on minor cross-streets. The un-signalized intersection capacity analysis results show adequate operations at the existing project driveway. Intersection capacity analysis worksheets are included in Appendix D.

Exhibit 5: Existing Intersection Capacity Analysis
Weekday AM and PM Peak Hour Conditions

Intersection	Signalized/ Unsignalized	AM Peak		PM Peak		LOS Std
		LOS	Delay (sec)	LOS	Delay (sec)	
79th Street Causeway / E. Treasure Drive	S	B	20.0	B	18.9	D
79th Street Causeway / 1800 Block	S	A	6.0	B	13.0	D

Source: David Plummer & Associates

dpa Since 197 743

3.0 PLANNED AND PROGRAMED ROADWAY IMPROVEMENTS

The *2023 Miami-Dade County Transportation Improvement Program (TIP)* and the *2045 Long Range Transportation Plan* were reviewed to identify any programmed or planned projects within the limits of the study area established. This document shows the following project within the study area:

DT4486291 – Kennedy Causeway Complete Streets Project – Pedestrian safety improvement

DT4106461 – SR 934/NE 79th Street and 82nd Street – From SR 5 / Biscayne Boulevard to Bay Drive – Flexible pavement reconstruction

The document shows no planned capacity improvements to the study intersections and corridors prior to completion of the proposed project. Roadway project documentation is included in Appendix E.

4.0 FUTURE TRAFFIC CONDITIONS

4.1 Background Traffic and Committed Developments

Future background traffic volumes were determined by applying a compound growth rate to existing volumes and adding committed development traffic. The growth rate was determined after discussions with the City to be 2.65%. This percentage is the average growth rate between a previously approved and completed study for the Shoma Bay project (3.91%) and the approved Shucker's (1.4%) traffic impact study.

The Village was consulted to determine any committed developments in the vicinity of the project site. The Isle of Dreams, Shucker's, and 1755 Kennedy Causeway projects were considered as committed developments for background traffic. Exhibit 6 provides a tabulation of the AM and PM peak hour trips generated by the committed developments. Committed development information is included in Appendix E.

Exhibit 6: Committed Development Trip Generation Summary

Development	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
	In	Out	Total	In	Out	Total
Isle of Dreams	19	53	72	58	45	103
Shuckers	121	121	242	120	103	223
1755 Kennedy Causeway	69	52	121	80	77	157
Total Gross Trips	**209**	**226**	**435**	**258**	**225**	**483**

4.2 Future Traffic Conditions

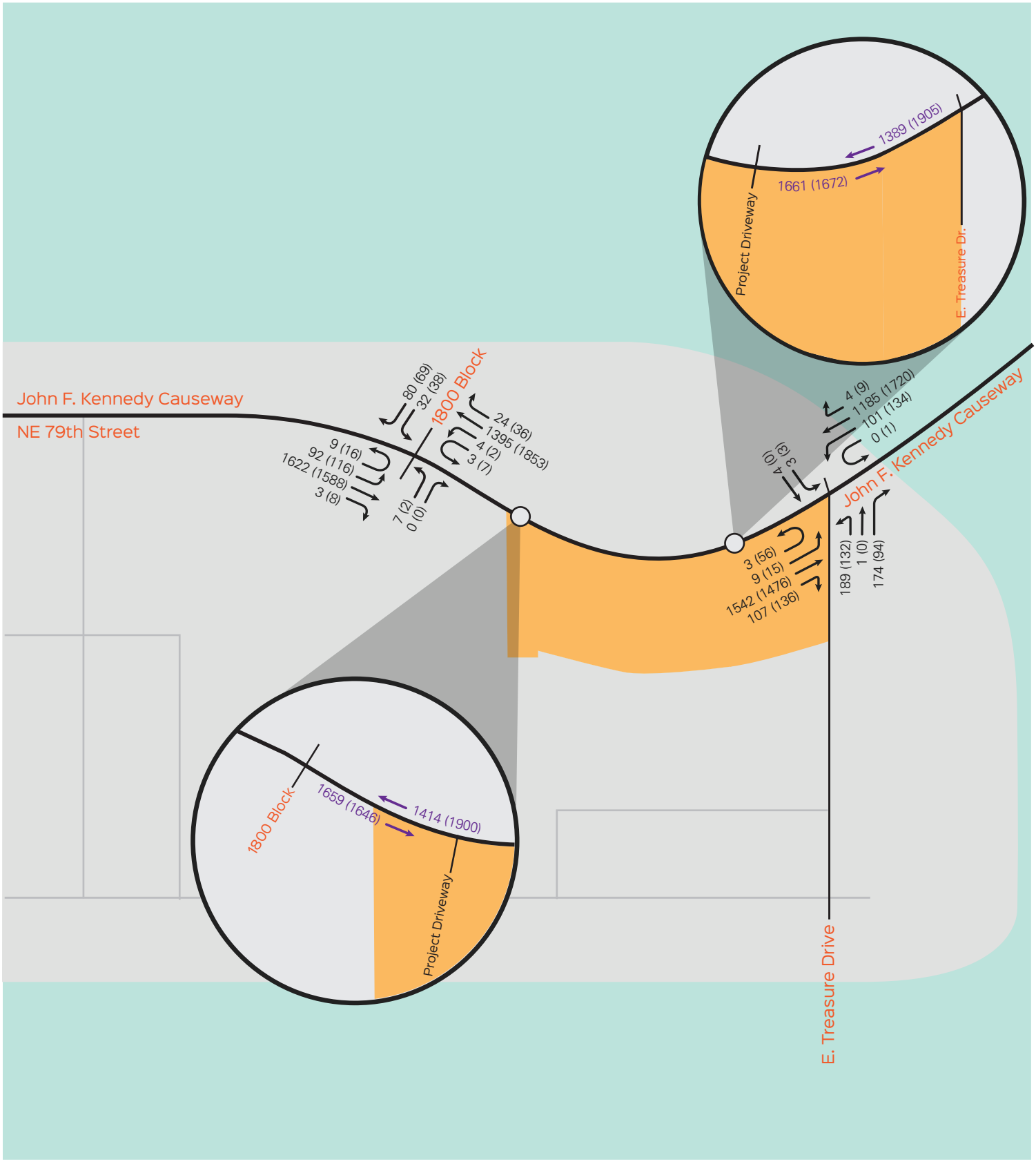
4.2.1 Future Roadway and Intersection Analysis without Project

Traffic volumes for future without project conditions were obtained by adding background traffic to existing traffic volumes. Exhibit 7 shows the future without project AM and PM peak hour traffic at each roadway segment and the roadway capacity (based on the FDOT generalized peak hour directional and two-way service volume tables). All roadway segments continue to operate within the Village's LOS standards during the AM and PM peak hours. Exhibit 8 shows the future without project traffic volumes.

Exhibit 7: Future without Project Roadway Capacity Analysis
Weekday AM and PM Peak Hour Conditions

Roadway	Direction	# of Lanes	AM Peak Volume	PM Peak Volume	LOS Std	Service Volume	Meet LOS Std?
79th Street Causeway between the Project Driveway and E. Treasure Drive	EB	3LD	1,747	1,758	D	2,804	Yes
	WB	3LD	1,461	2,003	D	2,804	Yes
	Two-way	6LD	3,208	3,761	D	5,093	Yes
79th Street Causeway between 1800 Block and the Project Driveway	EB	3LD	1,745	1,731	D	2,804	Yes
	WB	3LD	1,487	1,998	D	2,804	Yes
	Two-way	6LD	3,232	3,730	D	5,093	Yes

79th Street Causeway: Two-way with Exclusive Left-turn lanes - C5 Urban Center - 6 Lane Divided (4,850*1.05 = 5,093 vph); ***Directional*** - C5 Urban Center - 3 Lane Divided (2,670*2 = 2,804 vph)



Project Location 00 AM → Peak Hour Segment Volumes
(00) PM

Exhibit 8

Future Without Project AM & PM Peak Hour Traffic Volumes

NORTH
MAP NOT TO SCALE

4.2.2 Future Intersection Analysis without Project

Future without project conditions was obtained by adding background traffic with committed development trips. Exhibit 9 shows the resulting LOS for AM and PM peak hour conditions for future without project. The analysis indicates that all intersections are projected to continue to operate within the Village's overall LOS standards. As with existing conditions, the E. Treasure Drive / 79th Street Causeway intersection experiences delay at the southbound approach during the AM peak hour and in the northbound / southbound approaches during the PM peak hour. The southbound approach of the 1800 Block / 79th Street Causeway intersection shows delays during the AM peak hour. These conditions may be due to the fact that the state gives priority to vehicles travelling east / west through this area therefore, accepting delays on minor cross-streets. Intersection capacity analysis worksheets are included in Appendix D.

Exhibit 9: Future without Project Intersection Capacity Analysis
Weekday AM and PM Peak Hour Conditions

Intersection	Signalized/ Unsignalized	AM Peak		PM Peak		LOS Std
		LOS	Delay (sec)	LOS	Delay (sec)	
79th Street Causeway / E. Treasure Drive	S	C	22.1	C	20.8	D
79th Street Causeway / 1800 Block	S	A	8.4	C	28.8	D

Source: David Plummer & Associates

dpa Since 197 748

4.3 Project Trip Generation

Trip generation for the proposed project was estimated using the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition. This manual provides gross trip generation rates and/or equations by land use type. These rates and equations estimate vehicle trip ends at a free-standing site's driveways. See Appendix F for project trip generation worksheets.

The proposed development plan incorporates residential and retail with supermarket land uses, which can satisfy the work trip and retail needs for some residents, employees, and visitors without making a trip off-site. An internalization matrix was developed to establish the appropriate number of internal project trips. Internal capture rates used are also included in Appendix F.

ITE research shows that a certain percent of the trips for the retail with supermarket use and retail without supermarket use are "*pass-by*" trips. These are described as trips "attracted from the traffic passing the site on an adjacent street." These are not new trips, but trips already using the existing roadway network that stop at the proposed use and go back to their original path. Pass-by trips for this use were established based on guidelines provided in ITE's *Trip Generation Manual*, 11th Edition. The average pass-by rate published by ITE for the retail uses and the existing volume of the adjacent street were used to establish the pass-by component.

The study area provides mass transit within walking distance (see Section 5 of this report for additional pedestrian and transit information). Furthermore, the United States Census Bureau shows that 15.8% of the public within the area use other modes of transportation. A 15.8% adjustment was used to account for other modes of transportation. The project trip generation summary is provided in Exhibit 10.

Exhibit 10: Project Trip Generation Summary

Proposed Use

Proposed ITE Land Use Designation[1]	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing *Land Use Code: 222*	333 DU	1,630	24	68	92	68	42	110
Shopping Plaza *Land Use Code: 821*	50,017 SF	4,726	109	67	176	241	261	502
Total Gross Trips		**6,356**	**133**	**135**	**268**	**309**	**303**	**612**
Internalization [2] AM 0.9% PM 15.9%			-1	-1	-2	-41	-41	-82
Other Modes of Transportation[3]		15.8%	-21	-22	-43	-49	-48	-97
Pass-by Retail (PM)[1]		40.0%	0	0	0	-76	-76	-152
Net Proposed Trips			**111**	**112**	**223**	**143**	**138**	**281**

[1]Based on ITE Trip Generation, 11th Edition

[2]Based on ITE Trip Generation Handbook, 3rd Edition.

[3]Based on US Census tract 39.17.

Existing Use

Existing ITE Land Use Designation[1]	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Strip Retail[2] *Land Use Code: 822*	7,737 SF	556	11	7	18	32	32	64
Total Gross Trips		**556**	**11**	**7**	**18**	**32**	**32**	**64**
Other Modes of Transportation[2]		15.8%	-2	-1	-3	-5	-5	-10
Pass-by Retail (PM)[3]		40.0%	-	-	-	-15	-15	-30
Net Proposed Trips			**9**	**6**	**15**	**12**	**12**	**24**

[1]Based on ITE Trip Generation, 11th Edition.

[2]Based on US Census tract 39.17.

[3]Based on two ITE studies the average pass-by rate for shopping centers <40k SF is 66%, a 40% reduction was used for a more conservative analysis.

New External Trips

	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
		In	Out	Total	In	Out	Total
Proposed	**6,356**	**111**	**112**	**223**	**143**	**138**	**281**
Approved	**556**	**9**	**6**	**15**	**12**	**12**	**24**
Difference	**5,800**	**102**	**106**	**208**	**131**	**126**	**257**

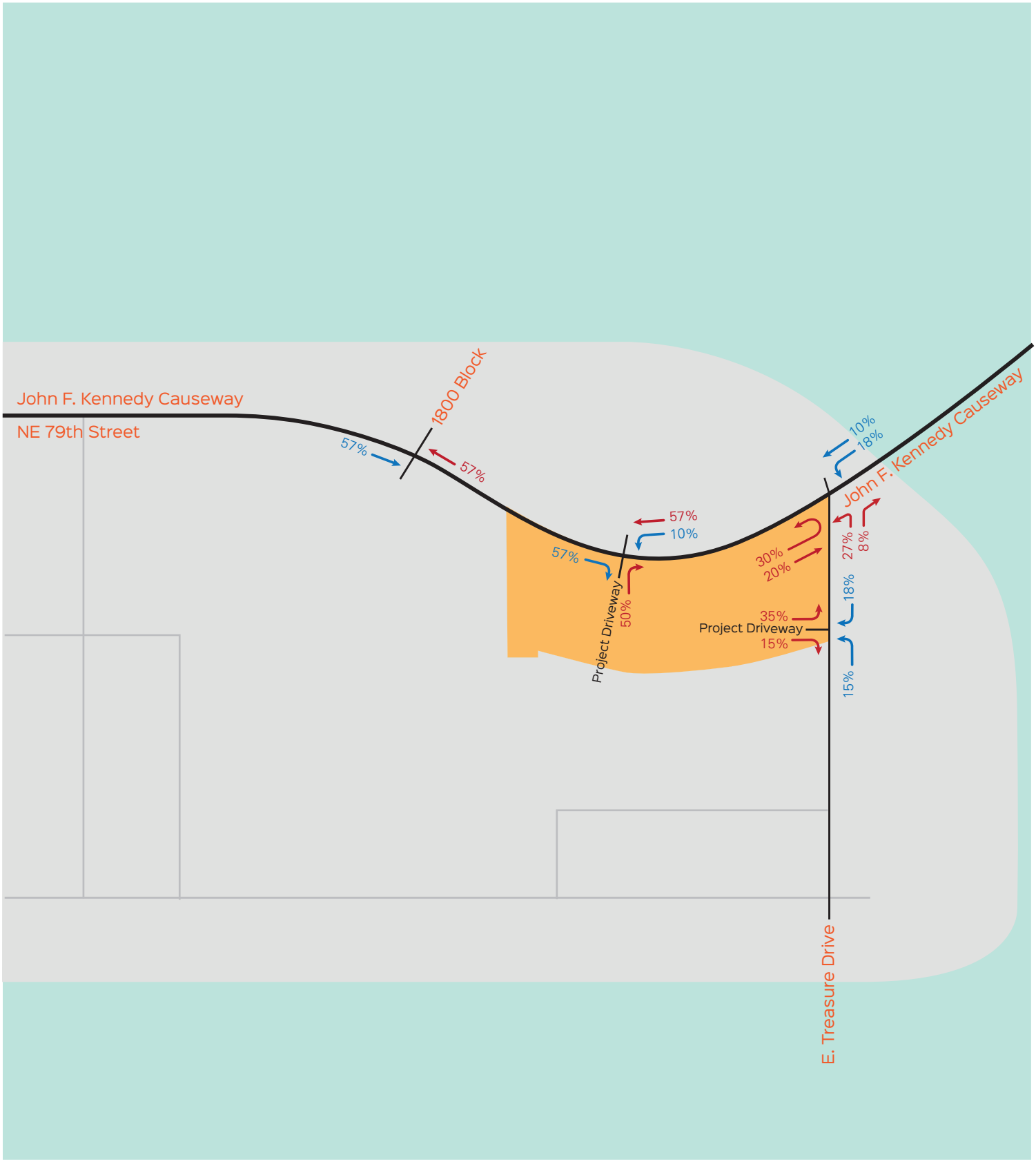
dpa Since 197 750

4.4 Project Trip Assignment

Project traffic was distributed and assigned to the study area using the Cardinal Distribution for TAZ 624 shown in Exhibit 11. The Cardinal Distribution gives a generalized distribution of trips from a TAZ to other parts of Miami-Dade County. The distribution can be summarized as follows: 28% to the north, 22% to the south, 7% to the east, and 43% to the west. For estimating trip distribution for the project traffic, consideration was given to conditions such as the roadway network accessed by the project traffic, roadways available to travel in the desired direction, and attractiveness of traveling on a specific roadway. Project trip distribution and assignment for the proposed project is shown in Exhibits 12 and 13 respectively.

Exhibit 11: Cardinal Distribution (TAZ 624)

Direction	Distribution
NNE	10.73%
ENE	5.35%
ESE	1.03%
SSE	6.31%
SSW	16.16%
WSW	25.99%
WNW	17.10%
NNW	17.43%

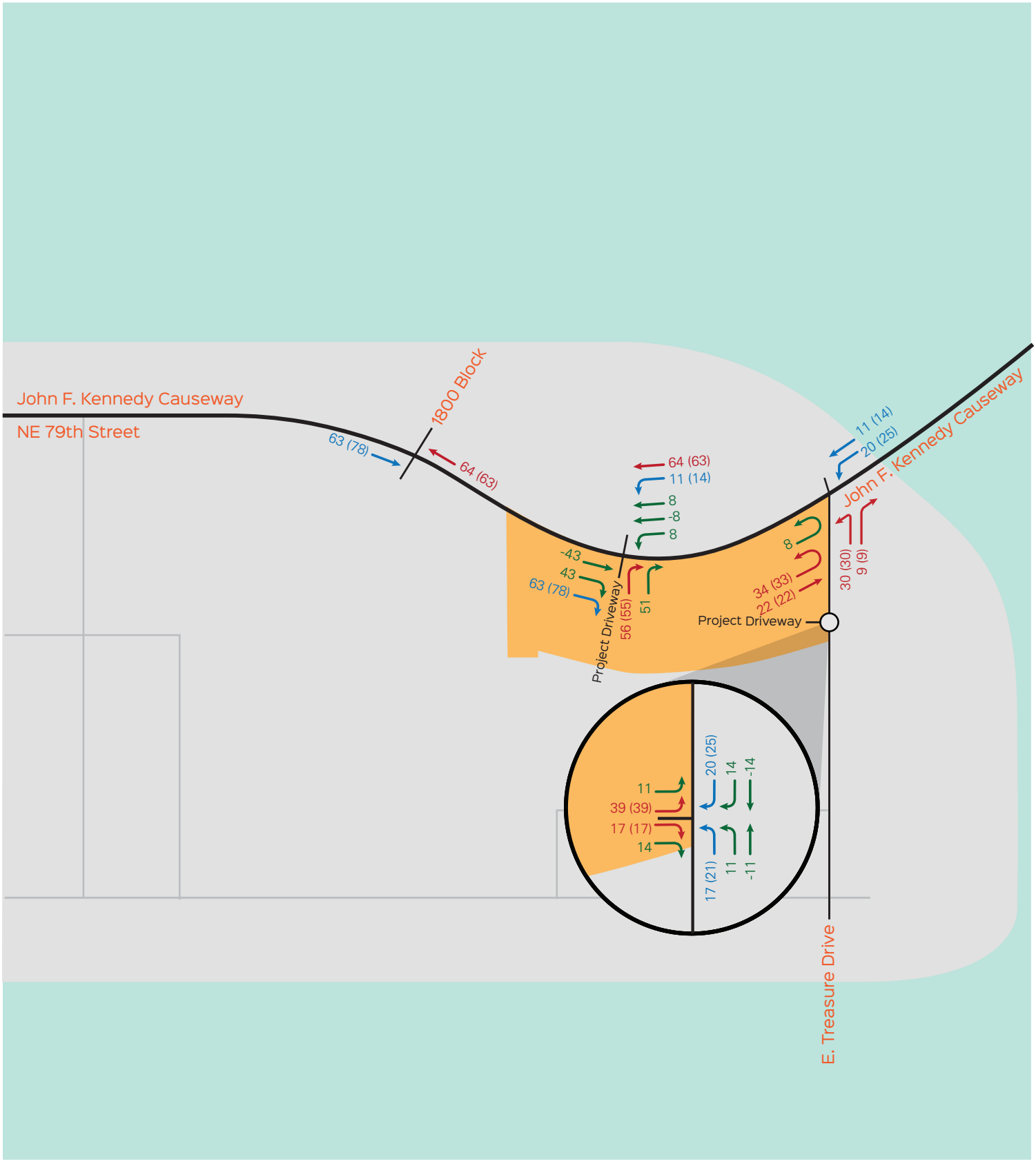


Project Location
% Inbound
% Outbound

Exhibit 12

Project Trip Distribution

NORTH
MAP NOT TO SCALE



Project Location
00 AM
(00) PM
Inbound
Outbound
PM Passby

Exhibit 13

Project Trip Assignment

NORTH
MAP NOT TO SCALE

4.5 Future with Project Conditions

4.5.1 Future with Project Roadway Capacity Analysis

Trip assignments in the previous sections and traffic projections for the project were combined to obtain the total traffic on the analyzed roadway segments. Exhibit 14 shows roadway capacity for the future with project conditions during the AM and PM peak hours for each roadway segment based on the FDOT generalized peak hour directional and two-way service volume tables. As with existing and future without project conditions, all of the roadway segments operate within the Village's LOS standards during the AM and PM peak hours.

Exhibit 14: Future with Project Roadway Capacity Analysis
Weekday AM and PM Peak Hour Conditions

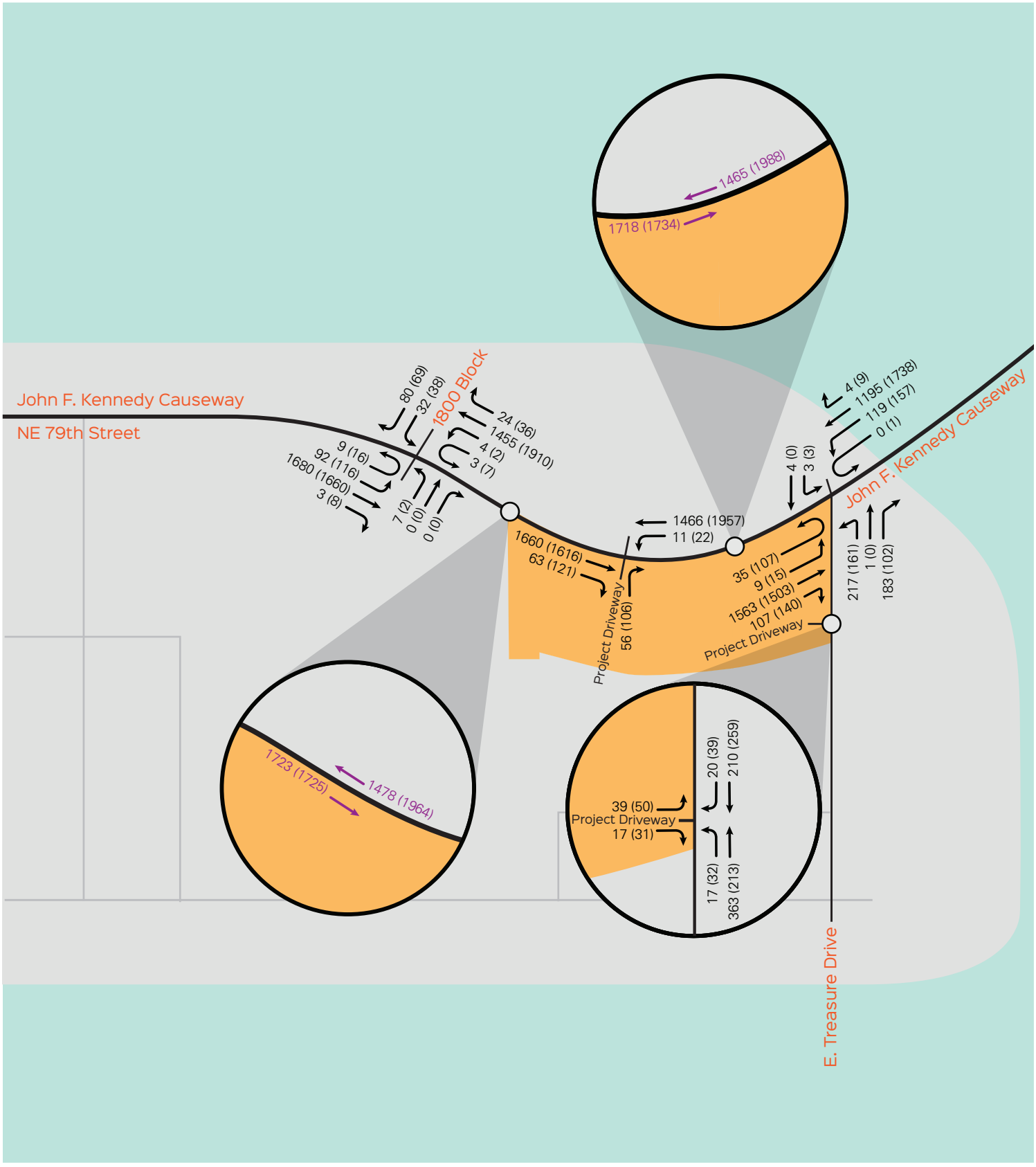
Roadway	Direction	# of Lanes	AM Peak Volume	PM Peak Volume	LOS Std	Service Volume	Meet LOS Std?
79th Street Causeway between the Project Driveway and E. Treasure Drive	EB	3LD	1,803	1,820	D	2,804	Yes
	WB	3LD	1,536	2,087	D	2,804	Yes
	Two-way	6LD	3,339	3,907	D	5,093	Yes
79th Street Causeway between 1800 Block and the Project Driveway	EB	3LD	1,808	1,810	D	2,804	Yes
	WB	3LD	1,551	2,062	D	2,804	Yes
	Two-way	6LD	3,359	3,872	D	5,093	Yes

79th Street Causeway: Two-way with Exclusive Left-turn lanes - C5 Urban Center - 6 Lane Divided (4,850*1.05 = 5,093 vph); ***Directional*** - C5 Urban Center - 3 Lane Divided (2,670*2 = 2,804 vph)

4.5.2 Future with Project Intersection Analysis

Future background traffic and traffic projections for the project were combined to obtain future traffic with project at the analyzed intersection. Exhibit 15 shows the projected traffic volumes for future with project conditions. Exhibit 16 shows the resulting LOS for the weekday AM and PM peak hour conditions for future with project. The analysis indicates that the 79th Street Causeway / 1800 Block and 79th Street Causeway / E Treasure Drive intersections are projected to continue to operate within the Village's overall LOS standards during the AM and PM peak hours. The un-signalized intersection capacity analysis shows adequate operations at the project driveways.

As with existing and future without project conditions, the E. Treasure Drive / 79th Street Causeway intersection experiences delay at the southbound approach during the AM peak hour and in the northbound / southbound approaches during the PM peak hour. It should be noted that the project adds no additional traffic to the southbound approach of the intersection. Furthermore, the southbound approach is a split phase and therefore the additional traffic generated by the project should have no effect on the operations of the southbound approach. The southbound approach of the 1800 Block / 79th Street Causeway intersection continues to show delays during the AM peak hour. As previously mentioned these conditions may be due to the fact that the state gives priority to vehicles travelling east / west through this area therefore, accepting delays on minor cross-streets. Signal timing adjustments are recommended to improve the southbound approach delay at the 1800 Block / 79th Street intersection during the AM peak hour. Adding one second of green time to the northbound / southbound phase of the 1800 Block / 79th Street intersection improved the LOS for the southbound approach from LOS E to LOS D during the AM peak hour. Exhibit 17 shows the resulting LOS for the morning peak hour conditions with improvements. Intersection capacity analysis worksheets are included in Appendix D.



Project Location 00 AM → Peak Hour Segment Volumes
(00) PM

Exhibit 15

Future With Project AM & PM Peak Hour Traffic Volumes

NORTH
MAP NOT TO SCALE

Exhibit 16: Future with Project Intersection Capacity Analysis
Weekday AM and PM Peak Hour Conditions

Intersection	Signalized/ Unsignalized	AM Peak		PM Peak		LOS Std
		LOS	Delay (sec)	LOS	Delay (sec)	
79th Street Causeway / E. Treasure Drive	S	C	28.0	C	26.4	D
79th Street Causeway / Project Driveway	U	D	25.5	D	34.3	D
79th Street Causeway / 1800 Block	S	A	8.4	C	31.8	D
E. Treasure Drive / Project Driveway	U	B	11.7	B	12.0	D

Source: David Plummer & Associates

Exhibit 17: Future with Project with Signal Timing Improvements
Intersection Capacity Analysis

Intersection	Signalized/ Unsignalized	AM Peak		PM Peak		LOS Std
		LOS	Delay (sec)	LOS	Delay (sec)	
79th Street Causeway / 1800 Block	S	B	12.3	-	-	D

Source: David Plummer & Associates

5.0 CIRCULATION PLAN

The proposed project will be located at 1850 and 1872 Kennedy Causeway in North Bay Village, FL. Access to the site will be provided via two driveways; the existing right-out only driveway located on 79th Street Causeway (John F. Kennedy Causeway) and a proposed two-way driveway located on E. Treasure Drive. The 79th Street Causeway driveway will provide access to the retail and townhomes on the west end of the property and to the residential / supermarket parking garage on the east. The E. Treasure Drive driveway will provide access to a two-way drive along the southeast end of the property that also provides access to the parking garage entrance. The supermarket loading area will be on the southeast corner of the project. Access to the supermarket loading area will be via the driveway along E. Treasure Drive. An AutoTURN analysis (Appendix H) was performed for the loading area using WB-67 trucks.

The project is located in an area that is conducive for pedestrian and bicycle activities. Bike lanes are available on both sides of the 79th Street Causeway. Sidewalks are available throughout the study area and major intersections adjacent to the site have clearly marked crosswalks. The signalized intersections provide pedestrian signals. A mobility plan was prepared for the site (Exhibit 18) showing the project location, bike lanes, sidewalk connections, and pedestrian crosswalks within the area. The area surrounding the project is served by transit (bus route 112 and the North Bay Village Mini Bus). Metrobus route 112 connects the island to the Miami Beach Convention Center, Amtrak, and the Hialeah Tri-Rail / Metrorail station. The North Bay Village Mini Bus is a local service with 28 stops along the Village's islands. The Metrobus stop and North Bay Village Mini Bus stop closest to the project is located on the southwest corner of the E. Treasure Drive / 79th Street Causeway intersection, at the northeast corner of the project boundary. Exhibit 19 shows the available transit routes and bus stops in the area. Appendix G shows all transit documentation.



Project Location

Exhibit 18

Mobility - Pedestrians

Sidewalks
Crosswalks
Bike Lanes

NORTH
MAP NOT TO SCALE



Project Location

Bus / Shuttle Stop

Shuttle Stop

Transit Routes

Miami-Dade Bus Route 112

NBAYVL Shuttle Bus

NORTH

MAP NOT TO SCALE

Exhibit 19

Mobility - Transit

6.0 CONCLUSION

An assessment of the traffic impacts associated with the proposed project was performed in accordance with the requirements of the North Bay Village Comprehensive Plan. The results of the intersection analysis show that the following intersections currently operate and will continue to operate within the North Bay Village LOS standards during the AM and PM peak hours:

- 79th Street Causeway / Project Driveway
- 79th Street Causeway / 1800 Block

The results show that the E. Treasure Drive / 79th Street Causeway intersection experiences delay at the southbound approach during the AM and PM peak hours for existing, future without project, and future with project conditions. It should be noted that the project adds no additional traffic to the southbound approach of the intersection. Furthermore, the southbound approach is a split phase and therefore the additional traffic generated by the project should have no effect on the operations of the southbound approach. At future without project and future with project conditions, the southbound approach of the 1800 Block / 79th Street Causeway intersection shows delays during the AM peak hour. Signal timing adjustments are recommended to improve the southbound delay at the intersection during the AM peak hour. Adding one second of green time to the northbound / southbound phase, improves the LOS of the approach from E to D. The intersection capacity analysis results also show adequate operations at the unsignalized project driveways during the AM and PM peak hours.

The results of the roadway segment analysis show that the following roadway segments currently operate and will continue to operate within the Village's LOS standards during the AM and PM peak hours:

- 79th Street Causeway between the Project Driveway and E. Treasure Drive
- 79th Street Causeway between 1800 Block and the Project Driveway

As part of the study, the mobility and circulation within the study area was evaluated. The study shows that the project area is currently served by Miami-Dade bus route 112 and the North Bay Village Mini-Bus. The project is also located in an area that is conducive for pedestrian activities.

Bike lanes are available on both sides of the 79th Street Causeway, ample sidewalks are available along all roadways, and the major intersections adjacent to the site have clearly marked and signalized crosswalks. These conditions surrounding the project facilitate pedestrian activity to and from nearby schools, restaurants, retail, and entertainment; encouraging the use of other modes of transportation and reducing the vehicular impact on the roadway network. An AutoTurn analysis was performed showing the loading area can accommodate WB-67 trucks.

W:\20\20105\June 2023 Shoma Bay Traffic Study and Volume comparision\Shoma Bay Traffic Study_June 2023.docx

Appendix A
Site Plan

A PORTION OF
SECTION 9-53-42

50.0'

50.0'

TOWER TOWER

℄

79TH STREET CAUSEWAY
(KENNEDY BLVD.)

R=650.48'
CA=37°02'17"
A=420.33'

R=25.00'
CA=113°00'00"
A=49.31'

R=650.48'
CA=13°21'39"
A=151.68'

R/W LINE

ACCESS TYPE (LEFT IN,
RIGHT IN AND RIGHT OUT)

15.5'

16'

Supplemental
Sign Above

Supplemental
Storeroom
F.F.E. 10.00

Entry Sign Above

Storeroom
F.F.E. 10.00

Blade Sign Above

Blade Sign Above

N01°37'08"W 238.39'

S01°37'08"E 181.89'

FLOOD ZONE AE-8'
FLOOD ZONE AE-9'

24'

Retail
2,729 SQFT
F.F.E. 10.00

30'-7"

EGRESS FROM
PARKING GARAGE

24'

INGRESS TO PARKING
GARAGE

Grease Barrage

Loading Dock

Trash Compactor

Generator Quick Conn.

FULL ACCESS

Conc. Wall

23.8'

23'

Conc. Wall

R=853.98'
CA=12°26'49"
A=185.52'

R=853.98'
CA=12°57'47"
A=193.28'

R=324.98'
CA=27°40'09"
A=156.95'

S88°41'24"W
68.95'

18.18'
S01°37'08"E

A PORTION OF
SECTION 9-53-42

E. TREASURE DRIVE

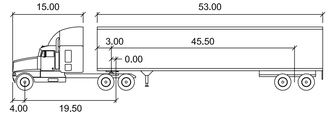
R/W LINE

R/W LINE

R/W LINE

LEGEND

- PROPOSED SANITARY MANHOLE
- PROPOSED STORM WATER MANHOLE
- PROPOSED DRAINAGE INLET
- CATCH BASIN PRECAST W/ BAFFLES (MINIMUM 6' DIAM.)
- TRENCH DRAIN
- PROPOSED DRAINAGE DEEP WELL
- DRAINAGE MH
- GREASE TRAP
- FPL TRANSFORMER
- BACKFLOW PREVENTER



WB-67

feet

Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		

NORTH

LEASE SITE PLAN

SCALE: 1" = 20'

764

BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
NORTH BAY VILLAGE, FL

SEAL/SIGNATURE/DATE:
EFFECE REGISTRATION: EB 2650

TODD A SEYMOUR
LICENSE
No 52098
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

PROJECT NUMBER:

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MIAMI-DADE BUILDING CODE AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

DAVID PLUMMER & ASSOCIATES, INC.
TRANSPORTATION ◦ CIVIL ◦ STRUCTURAL ◦ ENVIRONMENTAL
CORAL GABLES 33134 TELEPHONE (305) 443-0900 FORT MYERS FAX (305) 444-1086
1750 SOUTH BAYSHORE DRIVE, SUITE 201 CERTIFICATE OF AUTHORIZATION EB 2650

DRAWN	
DATE	03/08/2023
SCALE	AS SHOWN
JOB NO.	20180

SHEET TITLE:
LEASE
SITE PLAN

SHEET NUMBER:
LSP-1.0

Appendix B
Methodology and correspondence with the Village

Kansas Goodrum

Subject: FW: [External] Shoma TIS redo recommendation

From: Garcia-Serra, Mario <MGarcia-Serra@gunster.com>
Sent: Tuesday, June 20, 2023 9:10 PM
To: Silvia Vargas <SVargas@cgasolutions.com>; Ruiz-Diaz de la Portilla, Elinette <erportilla@gunster.com>
Cc: Masoud Shojaee <mshojaee@shomagroup.com>; rrosado@nbvillage.com; Salman Rathore <srathore@cgasolutions.com>; Juan Espinosa <Juan.Espinosa@dplummer.com>; Tony Recio <TRecio@wsh-law.com>; Timothy J. Plummer <tim.plummer@dplummer.com>
Subject: RE: [External] Shoma TIS redo recommendation

Hello, Silvia,

Thank you for working with us! The below is acceptable and Tim / Juan are proceeding accordingly. Which comments have not yet been issued? I think that we are down to just the Village Engineer and your Planning / Zoning review comments, correct?

Mario

GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

Mario Garcia-Serra | Shareholder
600 Brickell Avenue
Brickell World Plaza
Suite 3500
Miami, Florida 33131

P 305-376-6061 **F** 786-425-4104
gunster.com

From: Silvia Vargas <SVargas@cgasolutions.com>
Sent: Monday, June 19, 2023 6:34 PM
To: Garcia-Serra, Mario <MGarcia-Serra@gunster.com>; Ruiz-Diaz de la Portilla, Elinette <erportilla@gunster.com>
Cc: Masoud Shojaee <mshojaee@shomagroup.com>; rrosado@nbvillage.com; Salman Rathore <srathore@cgasolutions.com>; Juan Espinosa <juan.espinosa@dplummer.com>; Tony Recio <TRecio@wsh-law.com>
Subject: RE: [External] Shoma TIS redo recommendation

Mario and Juan,
Thank you for your prompt reply.

Regarding the traffic study: it is my understanding (Salman, please correct me if I'm mistaken) that the original Shoma study completed by DPA in 2020 used 2018 counts and applied the equivalent of a 3.91% annual growth rate to extrapolate to 2020. CGA's suggestion was to use the same rate to be consistent with your own study.

While it is true that the Shuckers study, completed in 2022 using 2021 counts, applied an annual growth rate of 1.4%, we think a more conservative approach, using a higher growth rate, would be prudent to assuage potential questions about the lack of up-to-date turning movement counts as inputs to the study. As a new compromise, however, we could accept an average of 2.65% between the low of 1.4% and the high of 3.91% annual growth to extrapolate to 2023 counts.

Third, attached are the traffic/parking comments resulting from the review of the site plan. Since I'm still waiting for comments from the Village Engineer, I again don't want to delay in getting these to you. I'll also add mine to these shortly.

Thanks,

Silvia E. Vargas, FAICP
Principal Planner

Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
2103 Coral Way, Suite 810 | Miami, FL 33145 |Office: 786.485.5200 | Direct: 786.485.5197 | Fax: 786.485.1520

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

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From: Garcia-Serra, Mario <MGarcia-Serra@gunster.com>
Sent: Saturday, June 17, 2023 1:46 PM
To: Silvia Vargas <SVargas@cgasolutions.com>; Ruiz-Diaz de la Portilla, Elinette <erportilla@gunster.com>
Cc: Masoud Shojaee <mshojaee@shomagroup.com>; rrosado@nbvillage.com; Salman Rathore <srathore@cgasolutions.com>; Juan Espinosa <juan.espinosa@dplummer.com>
Subject: RE: [External] Shoma TIS redo recommendation

Hello, Silvia,

Many thanks for working with us to find a way to proceed with the traffic analysis for this revision to the previously approved project. Tim has issues with Salman's proposal and it is not acceptable to my client. Please see Tim's comments summarized below. Salman, please feel free to reach out to Tim Plummer directly to discuss if that is helpful since I know that there is a time zone difference between you and Tim. Silvia, on the issue of ingress / egress to the project site, the project went through an extensive review process with FDOT regarding its ingress / egress points and that cannot be changed now. Similarly, traffic circulation has remained the same as previously approved. My client's concerned that with a lease signed with Publix, units under contract, foundation plans submitted, and construction plans at 60% completion, that comments to a plan which has not changed its ingress / egress or internal circulation, could negatively impact its viability which does not make sense in the context of modifications to a previously approved plan. We strongly believe that there is a disconnect between our traffic consultants which may result from the fact that they have not previously met to discuss context of approval / methodology, etc. Salman and Tim and can connect separately but let's schedule a time to discuss other pending comments with the project team and get this project back on track. Do any of the following timeframes on Monday work?: 10am to 12pm or 4:30pm or later? Mario

Point of clarification: The rate of growth to be applied is 3.91%, not 3.4%.

DPA RESPONSE: IF TRAFFIC COUNTS FROM THE SHUCKERS STUDY ARE TO BE USED, THEN THE SAME GROWTH RATE WILL APPLY, WHICH IS 1.4%. THE DATA MUST REMAIN CONSISTENT.

The TIS must be updated for the following (but not limited to):

1. 2023 conditions

DPA RESPONSE: OK.

2. Recent trip generation manual

DPA RESPONSE: OK.

3. Recent FDOT's Peak Seasons Conversion Factor

DPA RESPONSE: OK.

4. Committed developments

DPA RESPONSE: BECAUSE SHOMA BAY IS APPROVED AND THIS IS AN UPDATED STUDY FOR MINOR INCREASES IN TRAFFIC GENERATION, THE SAME COMMITTED DEVELOPMENTS FROM THE ORIGINAL STUDY SHOULD BE USED (ONLY IF THESE PROJECTS ARE STILL UNBUILT AND NOT IN THE 2021 TRAFFIC COUNTS FROM THE SHUCKERS STUDY). PLEASE NOTE, ALTHOUGH SHOMA BAY WAS APPROVED PRIOR TO THE SHUCKERS STUDY, SHOMA BAY WAS NOT INCLUDED IN SHUCKERS STUDY AS A COMMITTED DEVELOPMENT.

5. 2023 FDOT Q/LOS Tables

DPA RESPONSE: OK.

GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS

Mario Garcia-Serra | Shareholder
600 Brickell Avenue
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gunster.com

From: Silvia Vargas <SVargas@cgasolutions.com>
Sent: Thursday, June 15, 2023 1:30 PM
To: Garcia-Serra, Mario <MGarcia-Serra@gunster.com>; Ruiz-Diaz de la Portilla, Elinette <erportilla@gunster.com>
Cc: Masoud Shojaee <mshojaee@shomagroup.com>; rrosado@nbvillage.com; Salman Rathore <srathore@cgasolutions.com>; Juan Espinosa <juan.espinosa@dplummer.com>
Subject: FW: [External] Shoma TIS redo recommendation

Good afternoon, Mario,

Although this morning's meeting was cancelled, Salman and I separately discussed alternative paths that could satisfy the need for up to date information and allow for acceptable evaluation of the project's traffic generation and impacts.

The proposed compromise solution is explained below. We can go over questions via email once Juan's got a chance to review it.

Separately, I will be forwarding comments related to the site plan's ingress/egress, internal circulation and parking. In anticipation of also having Village Engineering and my own comments provided to you by the end of the week as well, I

would like to reserve a time Monday afternoon for a virtual meeting (via separate email) to discuss questions or concerns about those comments. Will that work for you?

Best,

Silvia E. Vargas, FAICP
Principal Planner

Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
2103 Coral Way, Suite 810 | Miami, FL 33145 |Office: 786.485.5200 | Direct: 786.485.5197 | Fax: 786.485.1520

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

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From: Salman Rathore <srathore@cgasolutions.com>
Sent: Thursday, June 15, 2023 12:44 PM
To: Silvia Vargas <SVargas@cgasolutions.com>
Subject: Re: [External] Shoma TIS redo recommendation

Hi Silvia,

The Shoma traffic study may utilize the 2021 counts used in the attached study. Apply the same growth rate (3.4%) from the 2021 Shoma study to extrapolate to 2023.

The TIS must be updated for the following (but not limited to):

- 2023 conditions
- Recent trip generation manual
- Recent FDOT's Peak Seasons Conversion Factor
- Committed developments
- 2023 FDOT Q/LOS Tables

Regards,
Salman

DAVID PLUMMER & ASSOCIATES
TRAFFIC ENGINEERING • CIVIL ENGINEERING • TRANSPORTATION PLANNING

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305•447•0900 | DPA@DPLUMMER.COM

Shoma North Bay Village
Traffic Study Methodology

June 17, 2020

DPA will undertake a Traffic Impact Analysis as required by North Bay Village. This methodology will provide the details of the Traffic Impact Analysis proposed for this development. This methodology is based on the requirements from the Village. Confirmation of this methodology will be requested from the Village prior to performing the study. All work will be based on the final development plan to be provided by the client.

Location: The proposed project will be located at 1850 and 1872 Kennedy Causeway in North Bay Village, FL. The project proposes a new mixed-use development consisting of residential and commercial space. Access to the site will be through a two-way driveway on the 79th Street Causeway. The proposed site plan is provided in Attachment A.

Existing Site: Surface parking

Proposed Plan: High Rise Multifamily Housing – 333 units
Supermarket – 30,000 SF
Retail – 10,000 SF

Trip Generation:

Proposed ITE Land Use Designation[1]	Number of Units	Daily Vehicle Trips	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
			In	Out	Total	In	Out	Total
Multifamily Housing (High-Rise) *Land Use Code: 222*	333 DU	1,524	25	81	106	74	47	121
Supermarket *Land Use Code: 850*	30,000 SF	3,340	69	46	115	162	156	318
Retail[2] *Land Use Code: 820*	10,000 SF	1,256	6	4	10	47	51	98
Total Gross Trips		**6,120**	**100**	**131**	**231**	**283**	**254**	**537**
Internalization[3]	AM 3.5% / PM 25.3%		-4	-4	-8	-68	-68	-136
Other Modes of Transportation[4]		15.8%	-16	-19	-35	-34	-29	-63
Pass-by Supermarket (PM)[3]		36.0%	0	0	0	-41	-41	-82
Pass-by Retail (PM)[3]		34.0%	0	0	0	-11	-11	-22
Net Proposed Trips			**80**	**108**	**188**	**129**	**105**	**234**

[1]Based on ITE Trip Generation, 10th Edition.

[2]Rate was used for the AM peak hour to better reflect the size of use.

[3]Based on ITE Trip Generation Handbook, 3rd Edition.

[4]Based on US Census tract 39.17

Methodology: The proposed methodology is outlined below:

Study Area

The study area for the project will include the following intersections:

- 79th Street Causeway / E. Treasury Drive (Signalized)
- 79th Street Causeway / Project Driveway (Un-signalized)
- 79th Street Causeway / 1800 Block (Signalized)

The study are will also include the following roadway links:

- 79th Street Causeway between the Project Driveway and E. Treasure Drive
- 79th Street Causeway between the 1800 Block and the Project Driveway

Analysis Scenarios

The analysis scenarios for this study are as follows:

- Existing year
- Project build-out year (2022) without project trips (background traffic)
- Project build-out year (2022) with project trips (total traffic)

Data Collection

- Turning movement counts (TMCs) previously collected during the morning (7 – 9 am) and afternoon (4 – 6 pm) peak hour conditions of a regular weekday at the study intersections will be used for the intersection and link analysis. Counts were collected on November 7, 2018. Traffic counts will be adjusted to existing conditions (2020) by applying the appropriate growth factor.
- Collected counts will be adjusted to reflect the AM and PM peak hour average daily traffic conditions for the intersection analysis. The traffic volumes will be adjusted by applying the corresponding peak season conversion factors obtained from the latest *Florida Department of Transportation (FDOT) Peak Season Factor Category Report.*
- Field reviews will be performed to obtain existing physical and operating characteristics of the roadway network within the study area. Data to be acquired will include the number and type of traffic lanes, intersection geometrics, signal timings, speed limit information, and other appropriate physical and operating characteristics.
- Roadway improvements included within the first three years of the 5-year FDOT Work Program or roadway improvements identified by the Village will be assumed as committed for analysis purposes.

Existing Conditions Intersection / Link Analysis

- Intersection capacity analyses will be evaluated for the study area intersections using the Synchro software. Access driveways will be included as part of the LOS analysis. All input files will be provided for review purposes.
- Link / Segment capacity will be estimated using service volumes obtained from the generalized vehicular capacities from the latest FDOT Quality / LOS Handbook.

Future Conditions Intersection / Link Analysis – Background Traffic Conditions

- Future background traffic volumes will be determined by applying a compound growth rate to existing volumes and adding committed development traffic (if any). The growth rate will be calculated based on a review of historical volumes obtained from FDOT and Miami-Dade County. If the historical growth rate is calculated to be less than 0.5 percent, a 0.5 percent annual growth will be used for analysis purposes.
- Committed development information (if any) will be provided by the Village.
- Committed roadway improvements will be obtained from the 2*020 Miami-Dade County TIP* and/or FDOT's *5-year program*. Any programmed improvement that increases capacity will be included in the analysis.
- Planned roadway improvements will be obtained from MDC's *2045 Long Range Plan* for documentation purposes only.

Project Trip Generation

Using information contained in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual*, 10th Edition, trips associated with the existing and proposed development will be estimated. Pass-by and internal capture trips will be established based on the ITE, *Trip Generation Manual, Users Guide and Handbook*, 3rd Edition. A deduction for other modes of transportation will be based on local characteristics and/or modal splits near the proposed development.

Project Trip Distribution

Trip Distribution / Trip Assignment – Net new external project traffic will be assigned to the adjacent street network using the appropriate cardinal distribution from the *Miami-Dade 2040 Long Range Transportation Plan Update*, published by the *Transportation Planning Organization*. Normal traffic patterns will also be considered when assigning project trips.

Future Conditions Intersection / Link Analysis – Total Traffic Conditions

- Future total traffic volumes will be determined by adding project trips to committed development and background traffic volumes.
- Intersection capacity analyses will be evaluated using the Synchro software. Signal timings may be optimized for future conditions analyses. Signal timing optimizations and modifications will be coordinated with Miami Dade County Public Works Traffic and Signs Division for approval as necessary.
- For intersections that fail to operate at an acceptable level of service, improvements will be recommended to mitigate the impacts of project trips from the proposed development. The improvements are intended to mitigate project traffic impacts, the improvements will not necessarily result in the intersection operating at an acceptable level of service.
- Link / Segment capacity will be estimated using generalized vehicular capacities from the latest FDOT LOS Manual. The roadway link analyses will be completed for peak hour directional and two-way traffic volumes.
- Alternative modes of transportation in the area will be described in the report.

Other Considerations:

- An Auto-turn analysis for the proposed loading area will be conducted.

Attachment A



SITE DATA				
Location:				
Zoning Designation:	T6-24			
Overlay District:	Kennedy Boulevard District			
Type of Use:	Multi-Family Housing			
BUILDING DISPOSITION	**Required**	**Provided**		**Remarks**
A. Lot Area	10,000 sf min.	2.798 acres	121,914 sf	
B. Lot Width	100' min	576'-7"		
C. Lot Coverage	90% max / 109,723 sf	61,672 sf	50.59%	
D. Floor Lot Ratio (FLR) - N/A				
E. Frontage @ Front Setback				
79th Street Causeway	70% min / 403'-6"	541'-8"	94%	
F. Open Space	10% min / 12,191 sf	16,433 sf	13.48%	
G. Density	120 du's/ac. = **335 units**	**333 units**	119 du's/ac	
BUILDING SETBACK				
A. Principal Front				
Kennedy Blvd.	20'-0" min.	20'-0"		
B. Side A	10'-0" min.	10'-0"		
C. Side B	0' min.	29'-0"		
D. Rear	5'-0" min.	9'-4"		
E. Stepback 1	10'-0" min. above 5th Story	No Stepback		
F. Stepback 2	5'-0" min. above 15th Story	No Stepback		

BUILDING CONFIGURATION FRONTAGE				
A. Common Lawn	Prohibited	-		
B. Porch & Fence	Prohibited	-		
C. Terrace	Prohibited	-		
D. Forecourt	Allowed	-		
E. Stoop	Allowed	-		
F. Shopfront	Allowed	Yes		
G. Gallery	Allowed	Yes		
H. Arcade	Prohibited	-		
BUILDING HEIGHT				
Min. Height	2 stories			
Max. Pedestal Height	5 stories	1 story	19'-2"	
Max. Height	24 stories	19 stories	205'-7"	

Parking Summary			
Required			
Type of parking	**# of DU's or SF.**	**Code Required**	**Total**
Residential (No Micro-Units needed)	333 units	1.5 spaces/unit	500 spaces
Visitor	333 units	0.1 spaces/unit	34 spaces
Sub-Total			**534 spaces**
Retail/Super-market	40,000 sf	3 sp/1,000 sf	120 spaces
Shared Parking reduction = 120 sp/1.2 = 100 *Per Shared Parking Standards Table*			**-20 spaces**
Sub-Total			**100 spaces**
Grand Total Required			**634 spaces**
HC Parking: (501-1000-2% total) = 13 spaces required			
Provided			
Designation		**Levels**	**Total**
Curbside Parking		Level 1	6 sp
Retail/Super-market Parking		Level 2	79 sp
		Level 3	21 sp
Sub-Total			**106 sp**
Visitor Parking		Level 3	44 sp
Resi. Parking		Level 4	70 sp
		Level 5-8	388 sp
		Level 9	78 sp
Total			**686 sp**
			2.06 sp/unit

UNIT MIX					
Unit Type	**Area**	**Total # of units**		**%**	**NRSF**
MICRO-UNIT					
MU	360 sf	38	38	11%	13,680 sf
1 BD					
A	600 sf	19			11,400 sf
A1	672 sf	19			12,768 sf
A2	700 sf	146	196	59%	102,200 sf
A3	601 sf	6			3,606 sf
A4	781 sf	6			4,686 sf
2BD					
B1	1,036 sf	57			59,052 sf
B2	1,406 sf	28	94	28%	39,368 sf
B3	1,020 sf	9			9,180 sf
TOWNHOMES					
TH1	1,344 sf	2	5	2%	2,688 sf
TH2	1,400 sf	3			4,200 sf
Grand Total		333 units		100%	262,828 sf
				Avg. Unit	789 sf/du

SITE PLAN - LEVEL 1

5 TOWNHOMES
6 SPACES

NORTH

SCALE: 1" = 20'

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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BY

SHOMA NORTH BAY VILLAGE

FOR:
SHOMA GROUP
LOCATED AT:
NORTH BAY VILLAGE, FL

JOSE I. SAUMELL
AR0013085

MSA ARCHITECTS, INC.
AA0000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

DRAWN
DATE 04/29/2020
SCALE AS SHOWN
JOB NO. 1952.PRJ

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
SP-1

Scenario - Daily Trip Gen

Scenario Name: Daily Trip Gen User Group:

Dev. phase: 1 No. of Years to Project Traffic : 0

Analyst Note:

Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method / Rate/Equation	Entry / Split%	Exit / Split%	Total
222 - Multifamily Housing (High-Rise)	General Urban/Suburban	Dwelling Units	333	Weekday	Best Fit (LIN)	762	762	1524
Data Source: Trip Gen Manual, 10th Ed					T = 3.94(X) + 211.81	50%	50%	
850 - Supermarket	General Urban/Suburban	1000 Sq. Ft. GFA	30	Weekday	Best Fit (LIN)	1670	1670	3340
Data Source: Trip Gen Manual, 10th Ed					T = 70.89(X) + 1212.64	50%	50%	
820 - Shopping Center	General Urban/Suburban	1000 Sq. Ft. GLA	10	Weekday	Best Fit (LOG)	628	628	1256
Data Source: Trip Gen Manual, 10th Ed					Ln(T) =0.68Ln(X) + 5.57	50%	50%	

Scenario - AM Peak hour

Scenario Name: am User Group:

Dev. phase: 1 No. of Years to Project Traffic : 0

Analyst Note:

Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method / Rate/Equation	Entry / Split%	Exit / Split%	Total
222 - Multifamily Housing (High-Rise)	General Urban/Suburban	Dwelling Units	333	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Best Fit (LIN)	25	81	106
Data Source: Trip Gen Manual, 10th Ed					T = 0.28(X) + 12.86	24%	76%	
850 - Supermarket	General Urban/Suburban	1000 Sq. Ft. GFA	30	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Average	69	46	115
Data Source: Trip Gen Manual, 10th Ed					3.82	60%	40%	
820 - Shopping Center	General Urban/Suburban	1000 Sq. Ft. GLA	10	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Average	6	4	10
Data Source: Trip Gen Manual, 10th Ed					0.94	62%	38%	

Scenario - PM Peak hour

Scenario Name: am User Group:
Dev. phase: 1 No. of Years to Project Traffic : 0
Analyst Note:
Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method / Rate/Equation	Entry / Split%	Exit / Split%	Total
222 - Multifamily Housing (High-Rise)	General	Dwelling Units	333	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LIN)	74	47	121
Data Source: Trip Gen Manual, 10th Ed	Urban/Suburban			One Hour Between 4 and 6 p.m.	T = 0.34(X) + 8.56	61%	39%	
850 - Supermarket	General	1000 Sq. Ft. GFA	30	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LOG)	162	156	318
Data Source: Trip Gen Manual, 10th Ed	Urban/Suburban			One Hour Between 4 and 6 p.m.	Ln(T) =0.75Ln(X) + 3.21	51%	49%	
820 - Shopping Center	General	1000 Sq. Ft. GLA	10	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LOG)	47	51	98
Data Source: Trip Gen Manual, 10th Ed	Urban/Suburban			One Hour Between 4 and 6 p.m.	Ln(T) =0.74Ln(X) + 2.89	48%	52%	

United States™ Census Bureau

Note: This is a modified view of the original table produced by the U.S. Census Bureau.

Note: This download or printed version may have missing information from the original table.

COMMUTING CHARACTERISTICS BY SEX

Survey/Program:
American Community Survey
Year:
2018
Estimates:
5-Year
Table ID:
S0801

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

For more information on understanding race and Hispanic origin data, please see the Census 2010 Brief entitled, Overview of Race and Hispanic Origin: 2010 , issued March 2011. (pdf format)

While the 2014-2018 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:

- An "**" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
- An "-" entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution, or the margin of error associated with a median was larger than the median itself.
- An "-" following a median estimate means the median falls in the lowest interval of an open-ended distribution.
- An "+" following a median estimate means the median falls in the upper interval of an open-ended distribution.

An "***" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
An "*****" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
An "N" entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
An "(X)" means that the estimate is not applicable or not available.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

	Census Tract 39.17, Miami-Dade County, Florida		
	Total	Male	Female
	Estimate	Estimate	Estimate
Workers 16 years and over	2,956	1,518	1,438
MEANS OF TRANSPORTATIC			
Car, truck, or van	76.2%	75.0%	77.5%
Drove alone	63.3%	66.3%	60.2%
Carpooled	12.9%	8.8%	17.2%
In 2-person carpool	10.5%	8.2%	12.9%
In 3-person carpool	2.1%	0.0%	4.4%
In 4-or-more person ca	0.3%	0.5%	0.0%
Workers per car, truck, or	1.10	1.06	1.14
Public transportation (excl	15.3%	17.4%	13.0%
Walked	0.5%	0.9%	0.0%
Bicycle	0.0%	0.0%	0.0%
Taxicab, motorcycle, or oth	4.6%	3.9%	5.4%
Worked at home	3.5%	2.8%	4.2%
PLACE OF WORK			
Workers 16 years and over wh	2,854	1,476	1,378
VEHICLES AVAILABLE			
PERCENT ALLOCATED			

AM Peak Hour Trip Generation and Internalization

Shoma North Bay Village

Supermarket Land Use 850 30,000 Sq Ft		Retail Land Use 820 10,000 Sq Ft		Multi-Family Housing (High-Rise) Land Use 222 333 DU		
In	**Out**	**In**	**Out**	**In**	**Out**	
69	**46**	**6**	**4**	**25**	**81**	231 ITE Trips
UNBALANCED INTERNALIZATION						
0% *0*	*0%* *0*	***0***	*0%* *0*	*0%* *0*		
14% *6*		***1***		*2%* *1*		
17% *12*		***1***			*1%* *1*	
		14% *1*	***1***	*2%* *1*		
		17% *1*	***1***		*1%* *1*	
Supermarket		**Retail**		**-Family Housing (High-**		
In	**Out**	**In**	**Out**	**In**	**Out**	
69	**46**	**6**	**4**	**25**	**81**	231 Vehicle Trips
BALANCED INTERNALIZATION						
0	*0*		*0*			
-1	*-1*				*-1*	
			-1		*-1*	
-1	-1	-1	-1	-2	-2	-8 Internal
68	45	5	3	23	79	223 External Trips
	1.7%		*20.0%*		*3.8%*	*3.5%* % Internal
-11	-7	-1	0	-4	-12	-35 -15.8% Transit/Pedestrian
57	**38**	**4**	**3**	**19**	**67**	188
0	0					0 0% Passby (Supermarket)
		0	0			0 0% Passby (Retail)
57	**38**	**4**	**3**	**19**	**67**	**188 Net New External Trips**

PM Peak Hour Trip Generation and Internalization

Shoma North Bay Village

Supermarket Land Use 850 30,000 Sq Ft		Retail Land Use 820 10,000 Sq Ft		-Family Housing (High- Land Use 222 333 DU		
In	**Out**	**In**	**Out**	**In**	**Out**	
162	**156**	**47**	**51**	**74**	**47**	537 ITE Trips
UNBALANCED INTERNALIZATION						
	0% *0*	***0***	*0%* *0*			
0% *0*		***0***		*0%* *0*		
	26% *41*	***34***		*46%* *34*		
10% *16*		***16***			*42%* *20*	
		26% *13*	***13***	*46%* *34*		
		10% *5*	***5***		*42%* *20*	
Supermarket		**Retail**		**-Family Housing (High-**		
In	**Out**	**In**	**Out**	**In**	**Out**	
162	**156**	**47**	**51**	**74**	**47**	537 Vehicle Trips
BALANCED INTERNALIZATION						
	0		*0*			
0				*0*		
	-34			*-34*		
-16					*-16*	
		-13		*-13*		
		-5			*-5*	
-16	-34	-5	-13	-47	-21	-136 Internal
146	122	42	38	27	26	401 External Trips
	15.7%		*18.4%*		*56.2%*	*25.3%* % Internal
-23	-19	-7	-6	-4	-4	-63 -15.8% Transit/Pedestrian
123	**103**	**35**	**32**	**23**	**22**	338
-41	-41					-82 -36% Passby (Supermarket)
		-11	-11			-22 -34% Passby (Retail)
82	**62**	**24**	**21**	**23**	**22**	**234 Net New External Trips**

Appendix C
Data Collection
Traffic Volumes
Signal Timings
Historic Background Growth
Cardinal Distribution
FDOT LOS Handbook Tables & Seasonal Factors

Traffic Volumes

CTS Engineering, Inc.

8095 NW 12 Street, Suite 301
Doral, FL, 33126

Client: FDOT District 6
Project: North Village Bridge Study
Location: 1800 Block and JFK Cswy
County: Miami-Dade

File Name : 7-1800 Block & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 1

Groups Printed- Autos - Heavy Vehicles

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					1800 BLK Northbound					1800 BLK Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	162	0	162	0	0	204	1	205	0	0	0	0	0	0	1	0	0	1	368
07:15 AM	0	0	230	0	230	0	0	233	0	233	0	0	0	1	1	0	0	0	0	0	464
07:30 AM	4	3	265	1	273	0	1	291	0	292	0	3	0	0	3	0	0	0	0	0	568
07:45 AM	3	0	305	0	308	0	0	303	1	304	0	0	0	0	0	0	0	0	2	2	614
Total	7	3	962	1	973	0	1	1031	2	1034	0	3	0	1	4	0	1	0	2	3	2014
08:00 AM	0	0	320	0	320	0	0	286	0	286	0	2	0	0	2	0	1	0	0	1	609
08:15 AM	3	0	411	1	415	1	0	306	2	309	0	2	0	0	2	0	1	0	1	2	728
08:30 AM	2	1	369	2	374	1	3	304	1	309	0	0	0	0	0	0	0	0	0	0	683
08:45 AM	3	0	333	0	336	1	1	329	2	333	0	2	0	0	2	0	0	0	0	0	671
Total	8	1	1433	3	1445	3	4	1225	5	1237	0	6	0	0	6	0	2	0	1	3	2691
09:00 AM	1	0	303	2	306	0	0	260	0	260	0	3	0	0	3	0	0	0	1	1	570
09:15 AM	0	1	275	2	278	0	0	293	0	293	0	2	0	0	2	0	0	0	0	0	573
09:30 AM	3	2	269	1	275	2	0	253	0	255	0	1	0	0	1	0	1	0	0	1	532
09:45 AM	2	0	244	7	253	0	0	271	1	272	0	1	0	0	1	0	3	0	0	3	529
Total	6	3	1091	12	1112	2	0	1077	1	1080	0	7	0	0	7	0	4	0	1	5	2204
*** BREAK ***																					
11:00 AM	0	2	263	2	267	0	0	303	3	306	0	1	0	0	1	0	0	0	1	1	575
11:15 AM	1	1	208	0	210	0	2	296	1	299	0	0	0	1	1	0	2	0	0	2	512
11:30 AM	2	3	166	1	172	4	1	266	4	275	0	1	0	0	1	0	2	0	2	4	452
11:45 AM	2	3	327	0	332	3	1	222	6	232	0	2	0	0	2	0	1	0	0	1	567
Total	5	9	964	3	981	7	4	1087	14	1112	0	4	0	1	5	0	5	0	3	8	2106
12:00 PM	3	3	252	4	262	0	1	295	3	299	0	1	0	0	1	0	1	0	0	1	563
12:15 PM	0	3	289	3	295	1	0	300	4	305	0	1	0	0	1	0	2	0	0	2	603
12:30 PM	3	2	328	5	338	2	0	284	1	287	0	1	0	1	2	0	1	0	1	2	629
12:45 PM	0	4	239	3	246	3	1	301	3	308	0	1	0	0	1	0	3	0	0	3	558
Total	6	12	1108	15	1141	6	2	1180	11	1199	0	4	0	1	5	0	7	0	1	8	2353

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Site Code : 00000000
Start Date : 5/20/2021
Page No : 2

Groups Printed- Autos - Heavy Vehicles

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					1800 BLK Northbound					1800 BLK Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
*** BREAK ***																					
04:00 PM	6	7	326	2	341	0	1	390	4	395	0	2	0	0	2	0	2	0	0	2	740
04:15 PM	1	8	392	1	402	1	0	396	2	399	0	0	0	0	0	0	2	0	1	3	804
04:30 PM	2	3	326	3	334	1	0	431	4	436	0	0	0	0	0	0	5	0	0	5	775
04:45 PM	5	5	356	1	367	4	1	406	6	417	0	0	0	0	0	0	2	0	1	3	787
Total	14	23	1400	7	1444	6	2	1623	16	1647	0	2	0	0	2	0	11	0	2	13	3106
05:00 PM	1	2	328	4	335	0	1	392	2	395	0	1	0	0	1	0	5	0	0	5	736
05:15 PM	5	3	383	1	392	0	0	389	2	391	0	0	0	0	0	0	0	0	2	2	785
05:30 PM	3	5	333	1	342	0	0	397	4	401	0	0	0	0	0	0	2	0	2	4	747
05:45 PM	2	3	328	2	335	2	3	407	6	418	0	1	0	0	1	0	3	0	2	5	759
Total	11	13	1372	8	1404	2	4	1585	14	1605	0	2	0	0	2	0	10	0	6	16	3027
06:00 PM	0	1	384	4	389	0	0	297	3	300	0	2	0	2	4	0	1	0	1	2	695
06:15 PM	1	3	312	1	317	0	2	364	5	371	0	0	0	0	0	0	0	0	1	1	689
06:30 PM	2	8	350	4	364	1	0	281	4	286	0	0	0	0	0	0	1	0	1	2	652
06:45 PM	3	5	341	2	351	3	3	273	4	283	0	0	0	0	0	0	1	0	0	1	635
Total	6	17	1387	11	1421	4	5	1215	16	1240	0	2	0	2	4	0	3	0	3	6	2671
Grand Total	63	81	9717	60	9921	30	22	10023	79	10154	0	30	0	5	35	0	43	0	19	62	20172
Apprch %	0.6	0.8	97.9	0.6		0.3	0.2	98.7	0.8		0	85.7	0	14.3		0	69.4	0	30.6		
Total %	0.3	0.4	48.2	0.3	49.2	0.1	0.1	49.7	0.4	50.3	0	0.1	0	0	0.2	0	0.2	0	0.1	0.3	
Autos	63	81	9710	60	9914	30	21	9978	79	10108	0	30	0	5	35	0	42	0	19	61	20118
% Autos	100	100	99.9	100	99.9	100	95.5	99.6	100	99.5	0	100	0	100	100	0	97.7	0	100	98.4	99.7
Heavy Vehicles	0	0	7	0	7	0	1	45	0	46	0	0	0	0	0	0	1	0	0	1	54
% Heavy Vehicles	0	0	0.1	0	0.1	0	4.5	0.4	0	0.5	0	0	0	0	0	0	2.3	0	0	1.6	0.3

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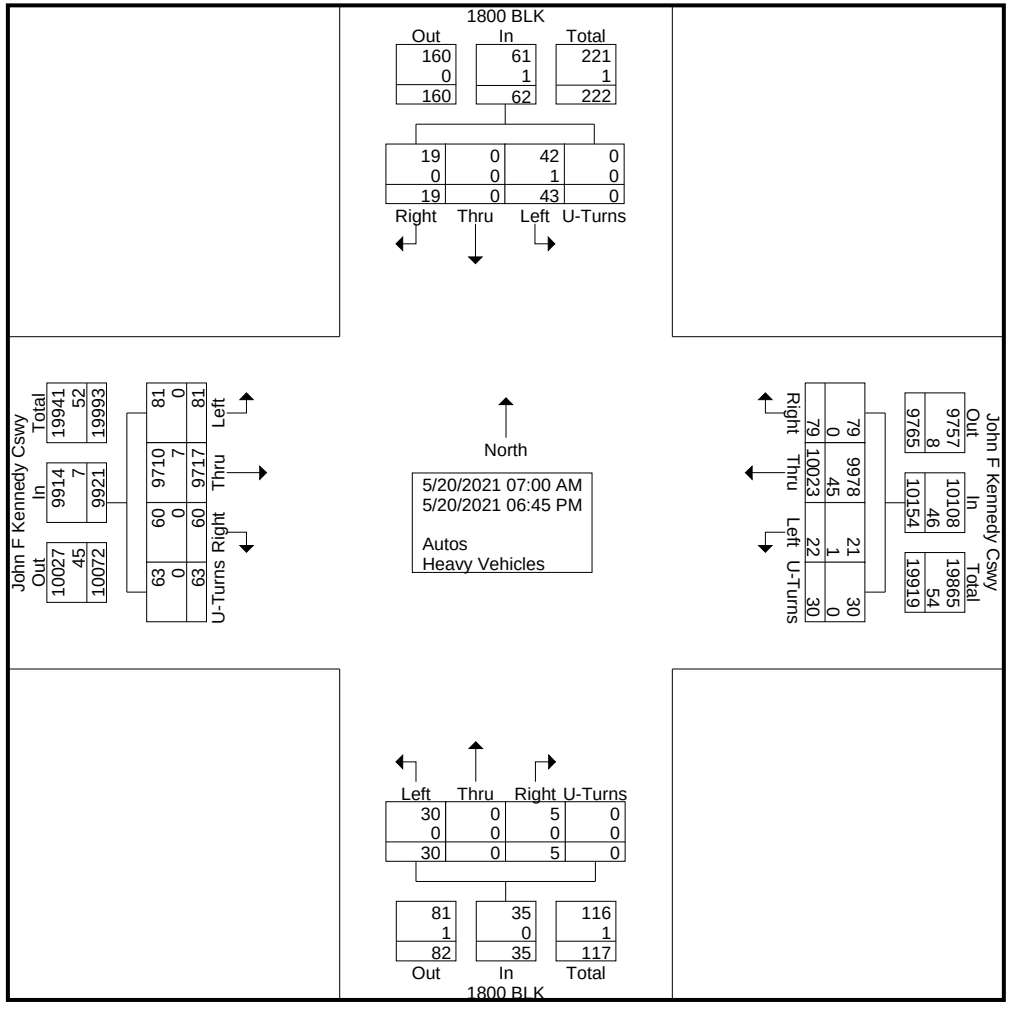
Page No : 3



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Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 08:00 AM																					
08:00 AM	0	0	320	0	320	0	0	286	0	286	0	**2**	0	0	**2**	0	**1**	0	0	1	609
08:15 AM	**3**	0	**411**	1	**415**	**1**	0	306	**2**	309	0	2	0	0	2	0	1	0	**1**	**2**	**728**
08:30 AM	2	**1**	369	**2**	374	1	**3**	304	1	309	0	0	0	0	0	0	0	0	0	0	683
08:45 AM	3	0	333	0	336	1	1	**329**	2	**333**	0	2	0	0	2	0	0	0	0	0	671
Total Volume	8	1	1433	3	1445	3	4	1225	5	1237	0	6	0	0	6	0	2	0	1	3	2691
% App. Total	0.6	0.1	99.2	0.2		0.2	0.3	99	0.4		0	100	0	0		0	66.7	0	33.3		
PHF	.667	.250	.872	.375	.870	.750	.333	.931	.625	.929	.000	.750	.000	.000	.750	.000	.500	.000	.250	.375	.924
Autos	8	1	1432	3	1444	3	4	1219	5	1231	0	6	0	0	6	0	2	0	1	3	2684
% Autos	100	100	99.9	100	99.9	100	100	99.5	100	99.5	0	100	0	0	100	0	100	0	100	100	99.7
Heavy Vehicles	0	0	1	0	1	0	0	6	0	6	0	0	0	0	0	0	0	0	0	0	7
% Heavy Vehicles	0	0	0.1	0	0.1	0	0	0.5	0	0.5	0	0	0	0	0	0	0	0	0	0	0.3

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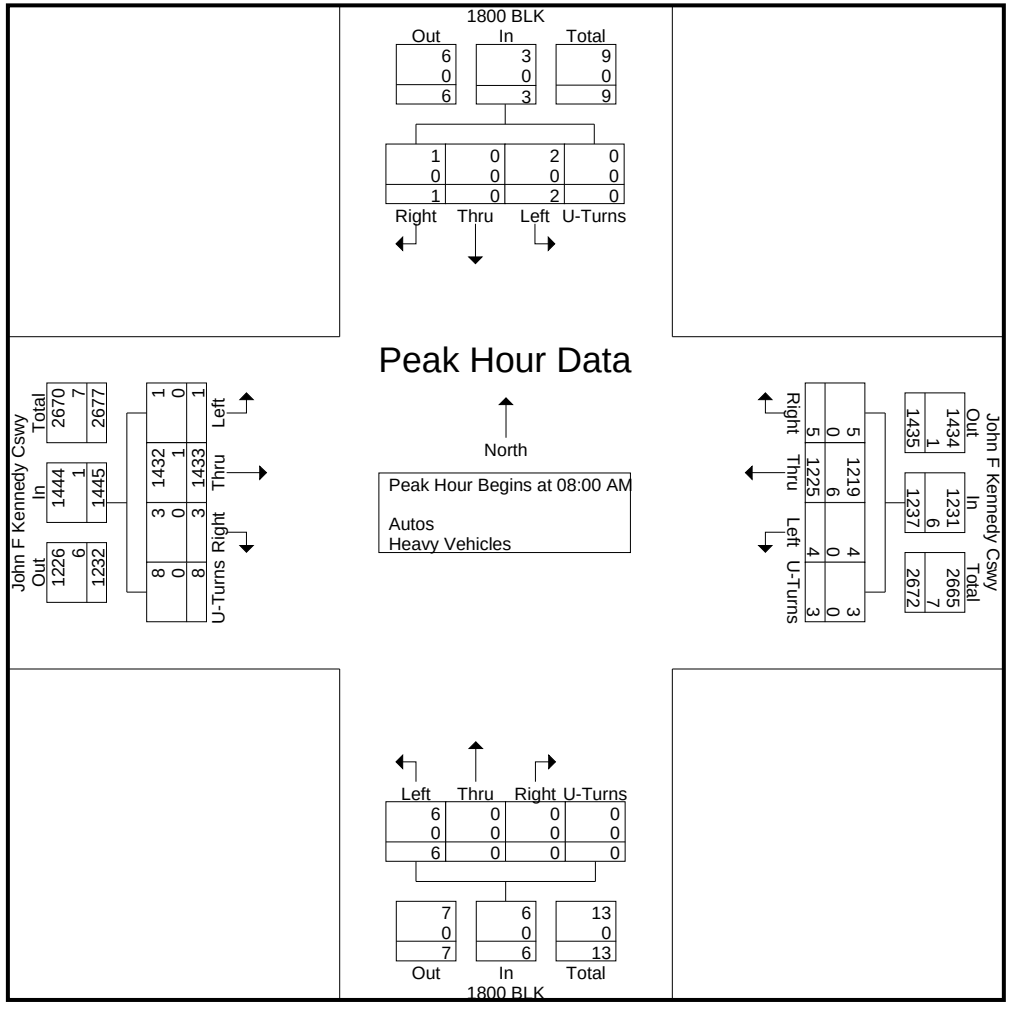

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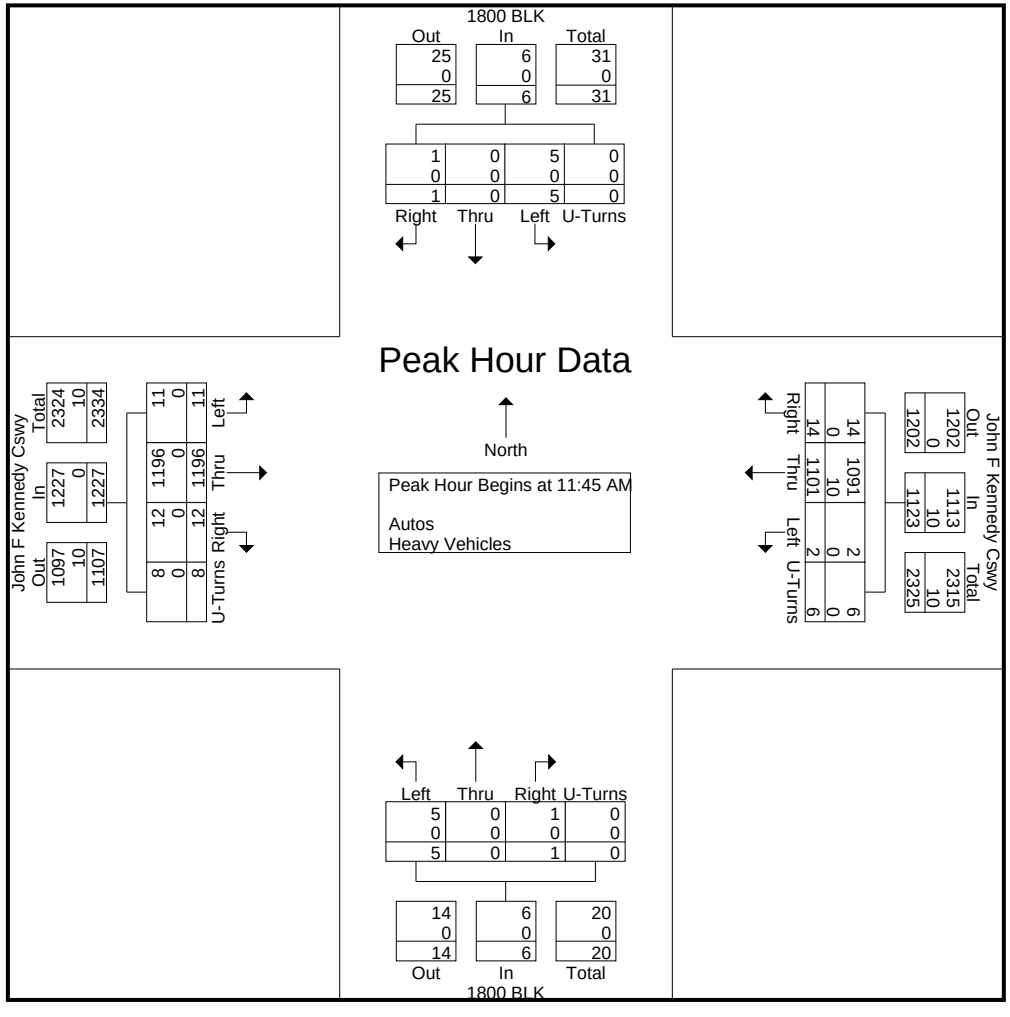
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 11:00 AM to 12:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 11:45 AM																					
11:45 AM	2	**3**	327	0	332	**3**	**1**	222	**6**	232	0	**2**	0	0	**2**	0	1	0	0	1	567
12:00 PM	**3**	3	252	4	262	0	1	295	3	299	0	1	0	0	1	0	1	0	0	1	563
12:15 PM	0	3	289	3	295	1	0	**300**	4	**305**	0	1	0	0	1	0	**2**	0	0	**2**	603
12:30 PM	3	2	**328**	**5**	**338**	2	0	284	1	287	0	1	0	**1**	2	0	1	0	**1**	2	**629**
Total Volume	8	11	1196	12	1227	6	2	1101	14	1123	0	5	0	1	6	0	5	0	1	6	2362
% App. Total	0.7	0.9	97.5	1		0.5	0.2	98	1.2		0	83.3	0	16.7		0	83.3	0	16.7		
PHF	.667	.917	.912	.600	.908	.500	.500	.918	.583	.920	.000	.625	.000	.250	.750	.000	.625	.000	.250	.750	.939
Autos	8	11	1196	12	1227	6	2	1091	14	1113	0	5	0	1	6	0	5	0	1	6	2352
% Autos	100	100	100	100	100	100	100	99.1	100	99.1	0	100	0	100	100	0	100	0	100	100	99.6
Heavy Vehicles	0	0	0	0	0	0	0	10	0	10	0	0	0	0	0	0	0	0	0	0	10
% Heavy Vehicles	0	0	0	0	0	0	0	0.9	0	0.9	0	0	0	0	0	0	0	0	0	0	0.4

CTS Engineering, Inc.

8095 NW 12 Street, Suite 301
Doral, FL, 33126

Client: FDOT District 6
Project: North Village Bridge Study
Location: 1800 Block and JFK Cswy
County: Miami-Dade

File Name : 7-1800 Block & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 7



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Location: 1800 Block and JFK Cswy
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File Name : 7-1800 Block & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 8

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					1800 BLK Northbound					1800 BLK Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 06:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:00 PM																					
04:00 PM	**6**	7	326	2	341	0	**1**	390	4	395	0	**2**	0	0	**2**	0	2	0	0	2	740
04:15 PM	1	**8**	**392**	1	**402**	1	0	396	2	399	0	0	0	0	0	0	2	0	**1**	3	**804**
04:30 PM	2	3	326	**3**	334	1	0	**431**	4	**436**	0	0	0	0	0	0	**5**	0	0	**5**	775
04:45 PM	5	5	356	1	367	**4**	1	406	**6**	417	0	0	0	0	0	0	2	0	1	3	787
Total Volume	14	23	1400	7	1444	6	2	1623	16	1647	0	2	0	0	2	0	11	0	2	13	3106
% App. Total	1	1.6	97	0.5		0.4	0.1	98.5	1		0	100	0	0		0	84.6	0	15.4		
PHF	.583	.719	.893	.583	.898	.375	.500	.941	.667	.944	.000	.250	.000	.000	.250	.000	.550	.000	.500	.650	.966
Autos	14	23	1400	7	1444	6	2	1614	16	1638	0	2	0	0	2	0	10	0	2	12	3096
% Autos	100	100	100	100	100	100	100	99.4	100	99.5	0	100	0	0	100	0	90.9	0	100	92.3	99.7
Heavy Vehicles	0	0	0	0	0	0	0	9	0	9	0	0	0	0	0	0	1	0	0	1	10
% Heavy Vehicles	0	0	0	0	0	0	0	0.6	0	0.5	0	0	0	0	0	0	9.1	0	0	7.7	0.3

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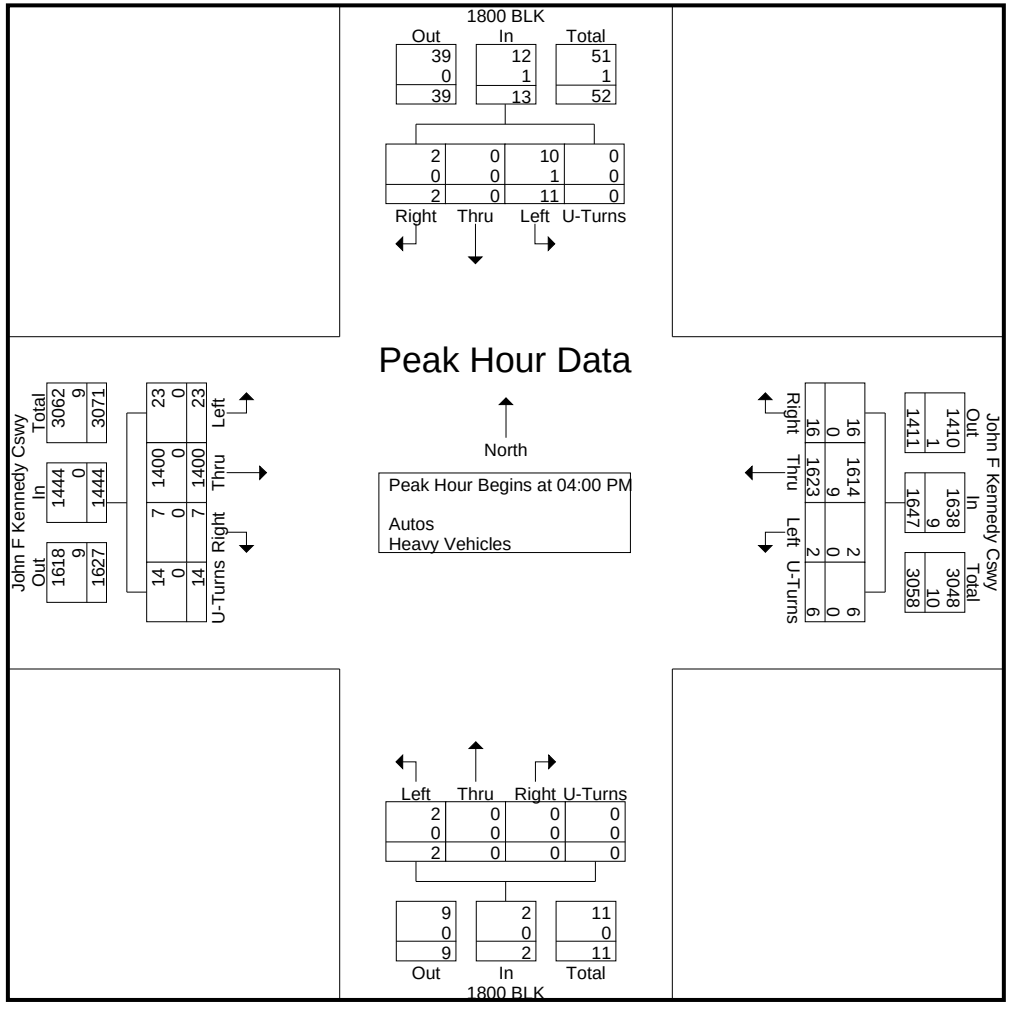
Site Code : 00000000
Start Date : 5/20/2021
Page No : 9



CTS Engineering, Inc.

8095 NW 12 Street, Suite 301
Doral, FL, 33126

Client: FDOT District 6
Project: North Village Bridge Study
Location: 1800 Block and JFK Cswy
County: Miami-Dade

File Name : 7-1800 Block & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 1

Groups Printed- Heavy Vehicles

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					1800 BLK Northbound					1800 BLK Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
07:15 AM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
07:30 AM	0	0	1	0	1	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	3
07:45 AM	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
Total	0	0	2	0	2	0	0	5	0	5	0	0	0	0	0	0	0	0	0	0	7
08:00 AM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
08:15 AM	0	0	1	0	1	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	3
*** BREAK ***																					
08:45 AM	0	0	0	0	0	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	3
Total	0	0	1	0	1	0	0	6	0	6	0	0	0	0	0	0	0	0	0	0	7
09:00 AM	0	0	0	0	0	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	3
*** BREAK ***																					
09:45 AM	0	0	2	0	2	0	0	4	0	4	0	0	0	0	0	0	0	0	0	0	6
Total	0	0	2	0	2	0	0	7	0	7	0	0	0	0	0	0	0	0	0	0	9
*** BREAK ***																					
11:00 AM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
11:15 AM	0	0	1	0	1	0	0	4	0	4	0	0	0	0	0	0	0	0	0	0	5
*** BREAK ***																					
11:45 AM	0	0	0	0	0	0	0	4	0	4	0	0	0	0	0	0	0	0	0	0	4
Total	0	0	1	0	1	0	0	9	0	9	0	0	0	0	0	0	0	0	0	0	10
12:00 PM	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	2
12:15 PM	0	0	0	0	0	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	3
12:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1
12:45 PM	0	0	1	0	1	0	1	3	0	4	0	0	0	0	0	0	0	0	0	0	5
Total	0	0	1	0	1	0	1	9	0	10	0	0	0	0	0	0	0	0	0	0	11

CTS Engineering, Inc.

8095 NW 12 Street, Suite 301
Doral, FL, 33126

Client: FDOT District 6
Project: North Village Bridge Study
Location: 1800 Block and JFK Cswy
County: Miami-Dade

File Name : 7-1800 Block & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 2

Groups Printed- Heavy Vehicles

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					1800 BLK Northbound					1800 BLK Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
*** BREAK ***																					
04:00 PM	0	0	0	0	0	0	0	5	0	5	0	0	0	0	0	0	0	0	0	0	5
04:15 PM	0	0	0	0	0	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	3
04:30 PM	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	1	0	0	1	2
*** BREAK ***																					
Total	0	0	0	0	0	0	0	9	0	9	0	0	0	0	0	0	1	0	0	1	10
*** BREAK ***																					
Grand Total	0	0	7	0	7	0	1	45	0	46	0	0	0	0	0	0	1	0	0	1	54
Apprch %	0	0	100	0		0	2.2	97.8	0		0	0	0	0		0	100	0	0		
Total %	0	0	13	0	13	0	1.9	83.3	0	85.2	0	0	0	0	0	0	1.9	0	0	1.9	

CTS Engineering, Inc.

8095 NW 12 Street, Suite 301
Doral, FL, 33126

Client: FDOT District 6
Project: North Village Bridge Study
Location: 1800 Block and JFK Cswy
County: Miami-Dade

File Name : 7-1800 Block & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 1

Groups Printed- Peds & Bikes

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					1800 BLK Northbound					1800 BLK Southbound					
Start Time	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Int. Total
*** BREAK ***																					
08:00 AM	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
*** BREAK ***																					
Total	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
*** BREAK ***																					
11:30 AM	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
11:45 AM	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2
*** BREAK ***																					
12:30 PM	0	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2
*** BREAK ***																					
Total	0	0	0	0	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2
*** BREAK ***																					
04:45 PM	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
*** BREAK ***																					
06:45 PM	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Grand Total	0	0	0	0	0	7	0	0	0	7	0	0	0	0	0	0	0	0	0	0	7
Apprch %	0	0	0	0		100	0	0	0		0	0	0	0		0	0	0	0		
Total %	0	0	0	0	0	100	0	0	0	100	0	0	0	0	0	0	0	0	0	0	

CTS Engineering, Inc.

8095 NW 12 Street, Suite 301
Doral, FL, 33126

Client: FDOT District 6
Project: North Village Bridge Study
Location: E.Treasure Dr and JFK Cswy
County: Miami-Dade

File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 1

Groups Printed- Autos - Heavy Vehicles

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
07:00 AM	4	0	152	8	164	0	6	167	1	174	0	27	0	12	39	0	0	0	0	0	377
07:15 AM	0	2	181	14	197	0	7	206	0	213	0	17	0	14	31	0	0	0	0	0	441
07:30 AM	1	0	265	16	282	0	11	251	1	263	0	31	0	23	54	0	0	0	0	0	599
07:45 AM	0	1	281	13	295	0	16	253	2	271	0	38	1	30	69	0	1	1	0	2	637
Total	5	3	879	51	938	0	40	877	4	921	0	113	1	79	193	0	1	1	0	2	2054
08:00 AM	1	2	309	16	328	0	24	257	0	281	0	35	0	42	77	0	0	1	0	1	687
08:15 AM	0	0	371	37	408	0	24	260	3	287	0	40	1	37	78	0	2	2	0	4	777
08:30 AM	1	3	352	21	377	0	28	261	1	290	0	50	0	46	96	0	0	1	0	1	764
08:45 AM	1	4	304	20	329	0	15	242	0	257	0	44	0	32	76	0	1	0	0	1	663
Total	3	9	1336	94	1442	0	91	1020	4	1115	0	169	1	157	327	0	3	4	0	7	2891
09:00 AM	1	6	281	23	311	0	10	274	0	284	0	19	0	33	52	0	0	0	0	0	647
09:15 AM	1	5	278	8	292	1	12	269	2	284	0	36	0	26	62	0	0	0	1	1	639
09:30 AM	0	5	239	16	260	0	9	234	4	247	0	26	0	18	44	0	2	0	1	3	554
09:45 AM	2	7	223	14	246	0	12	239	2	253	0	23	0	29	52	0	1	0	0	1	552
Total	4	23	1021	61	1109	1	43	1016	8	1068	0	104	0	106	210	0	3	0	2	5	2392
*** BREAK ***																					
11:00 AM	1	1	249	19	270	0	20	279	1	300	0	34	1	25	60	0	0	0	0	0	630
11:15 AM	2	1	197	20	220	2	16	252	1	271	0	25	0	29	54	0	0	0	0	0	545
11:30 AM	1	2	159	16	178	0	12	233	3	248	0	24	0	22	46	0	1	0	0	1	473
11:45 AM	1	3	294	24	322	0	13	225	1	239	0	22	0	18	40	0	0	0	0	0	601
Total	5	7	899	79	990	2	61	989	6	1058	0	105	1	94	200	0	1	0	0	1	2249
12:00 PM	3	0	241	20	264	0	16	289	2	307	0	28	0	18	46	0	0	0	0	0	617
12:15 PM	2	2	245	29	278	0	17	252	1	270	0	40	1	20	61	0	3	0	0	3	612
12:30 PM	0	1	250	18	269	0	21	248	1	270	0	23	0	19	42	0	0	0	0	0	581
12:45 PM	1	2	292	30	325	1	17	268	2	288	0	23	0	30	53	0	0	0	0	0	666
Total	6	5	1028	97	1136	1	71	1057	6	1135	0	114	1	87	202	0	3	0	0	3	2476

CTS Engineering, Inc.

8095 NW 12 Street, Suite 301
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Client: FDOT District 6
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Location: E.Treasure Dr and JFK Cswy
County: Miami-Dade

File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 2

Groups Printed- Autos - Heavy Vehicles

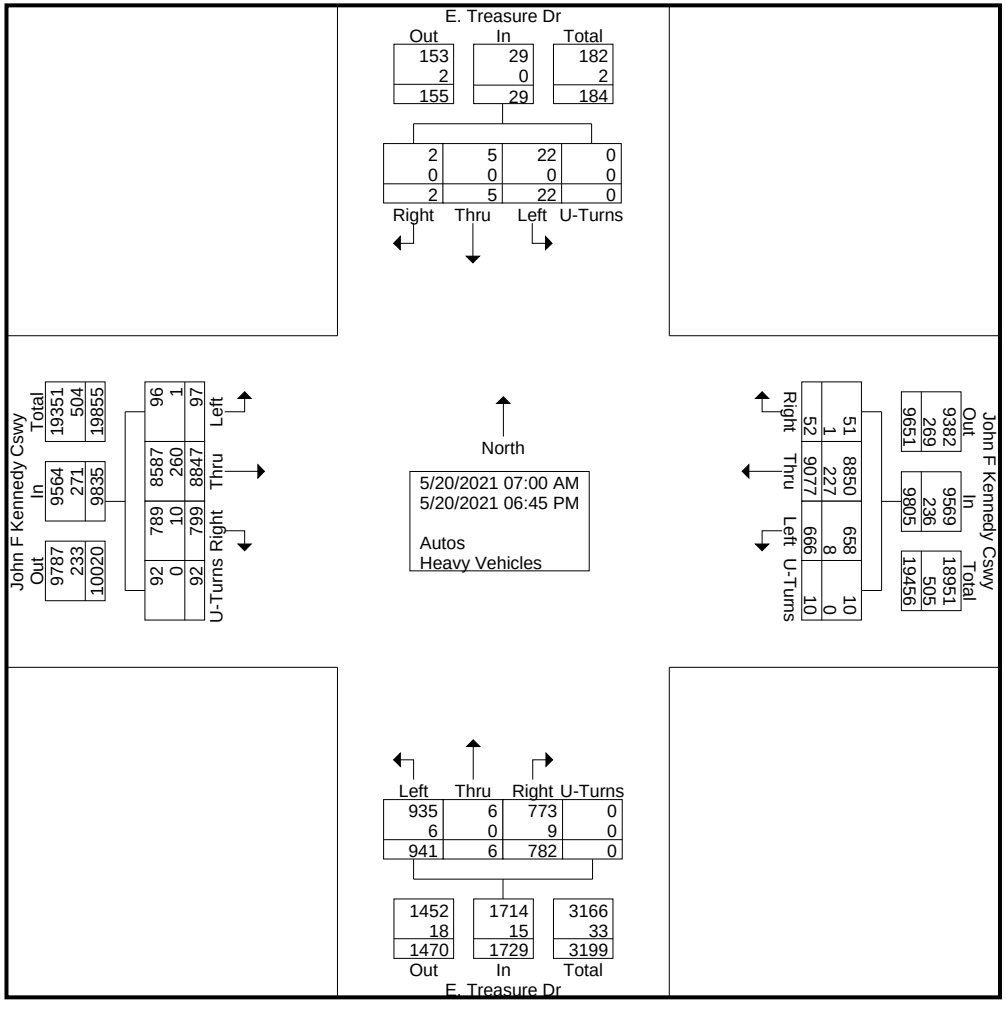
	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
*** BREAK ***																					
04:00 PM	1	1	304	25	331	2	23	358	1	384	0	25	1	20	46	0	1	0	0	1	762
04:15 PM	20	3	351	38	412	0	31	351	1	383	0	24	0	22	46	0	1	0	0	1	842
04:30 PM	9	3	302	25	339	0	30	374	0	404	0	34	0	21	55	0	0	0	0	0	798
04:45 PM	18	3	315	31	367	0	27	379	5	411	0	33	0	22	55	0	1	0	0	1	834
Total	48	10	1272	119	1449	2	111	1462	7	1582	0	116	1	85	202	0	3	0	0	3	3236
05:00 PM	3	6	310	27	346	1	33	385	3	422	0	25	0	20	45	0	1	0	0	1	814
05:15 PM	2	1	312	38	353	1	32	369	1	403	0	28	0	21	49	0	0	0	0	0	805
05:30 PM	5	4	309	38	356	0	21	369	1	391	0	20	0	23	43	0	0	0	0	0	790
05:45 PM	3	8	291	42	344	0	31	389	0	420	0	33	0	25	58	0	2	0	0	2	824
Total	13	19	1222	145	1399	2	117	1512	5	1636	0	106	0	89	195	0	3	0	0	3	3233
06:00 PM	4	5	303	37	349	0	27	289	3	319	0	23	0	18	41	0	0	0	0	0	709
06:15 PM	1	7	312	24	344	0	38	335	3	376	0	32	0	17	49	0	2	0	0	2	771
06:30 PM	2	6	296	41	345	2	38	263	3	306	0	27	0	25	52	0	2	0	0	2	705
06:45 PM	1	3	279	51	334	0	29	257	3	289	0	32	1	25	58	0	1	0	0	1	682
Total	8	21	1190	153	1372	2	132	1144	12	1290	0	114	1	85	200	0	5	0	0	5	2867
Grand Total	92	97	8847	799	9835	10	666	9077	52	9805	0	941	6	782	1729	0	22	5	2	29	21398
Apprch %	0.9	1	90	8.1		0.1	6.8	92.6	0.5		0	54.4	0.3	45.2		0	75.9	17.2	6.9		
Total %	0.4	0.5	41.3	3.7	46	0	3.1	42.4	0.2	45.8	0	4.4	0	3.7	8.1	0	0.1	0	0	0.1	
Autos	92	96	8587	789	9564	10	658	8850	51	9569	0	935	6	773	1714	0	22	5	2	29	20876
% Autos	100	99	97.1	98.7	97.2	100	98.8	97.5	98.1	97.6	0	99.4	100	98.8	99.1	0	100	100	100	100	97.6
Heavy Vehicles	0	1	260	10	271	0	8	227	1	236	0	6	0	9	15	0	0	0	0	0	522
% Heavy Vehicles	0	1	2.9	1.3	2.8	0	1.2	2.5	1.9	2.4	0	0.6	0	1.2	0.9	0	0	0	0	0	2.4

CTS Engineering, Inc.

8095 NW 12 Street, Suite 301
Doral, FL, 33126

Client: FDOT District 6
Project: North Village Bridge Study
Location: E.Treasure Dr and JFK Cswy
County: Miami-Dade

File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 3



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Location: E.Treasure Dr and JFK Cswy
County: Miami-Dade

File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 4

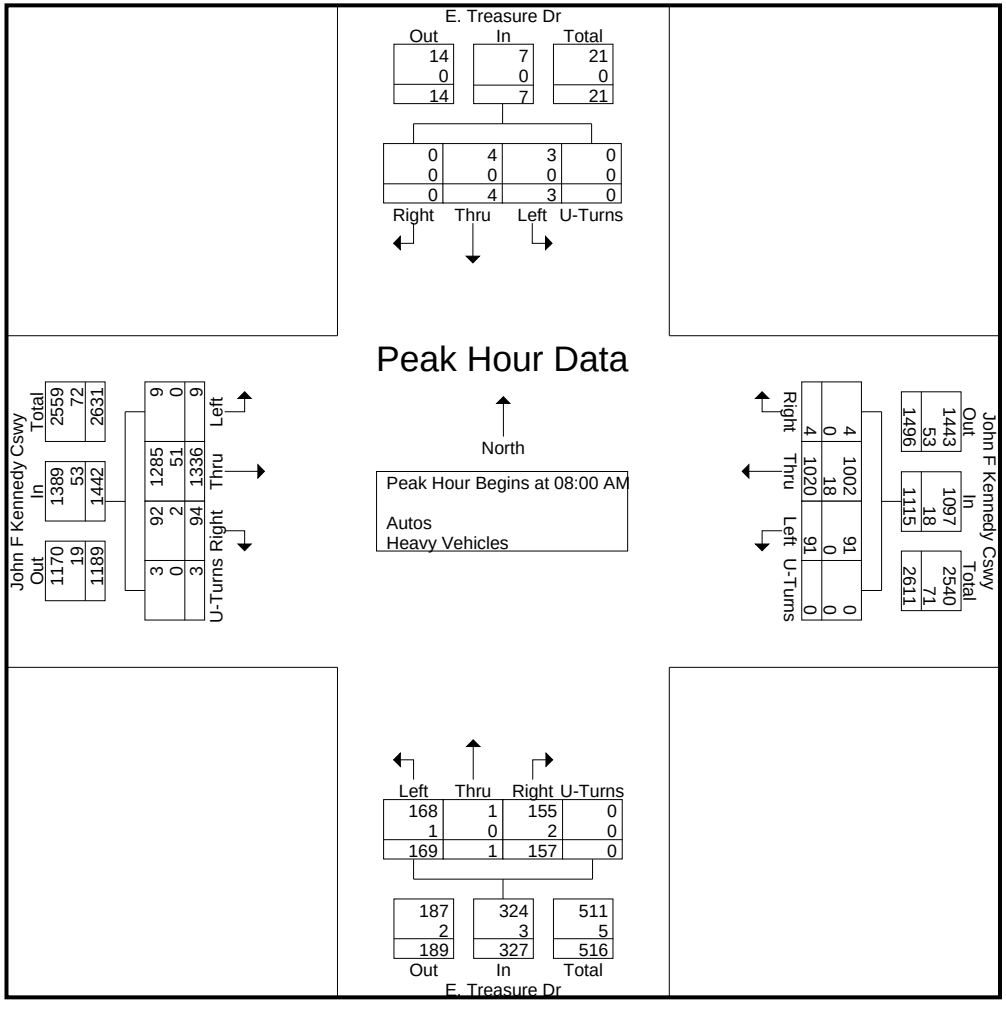
	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 08:00 AM																					
08:00 AM	**1**	2	309	16	328	0	24	257	0	281	0	35	0	42	77	0	0	1	0	1	687
08:15 AM	0	0	**371**	**37**	**408**	0	24	260	**3**	287	0	40	**1**	37	78	0	**2**	**2**	0	**4**	**777**
08:30 AM	1	3	352	21	377	0	**28**	**261**	1	**290**	0	**50**	0	**46**	**96**	0	0	1	0	1	764
08:45 AM	1	**4**	304	20	329	0	15	242	0	257	0	44	0	32	76	0	1	0	0	1	663
Total Volume	3	9	1336	94	1442	0	91	1020	4	1115	0	169	1	157	327	0	3	4	0	7	2891
% App. Total	0.2	0.6	92.6	6.5		0	8.2	91.5	0.4		0	51.7	0.3	48		0	42.9	57.1	0		
PHF	.750	.563	.900	.635	.884	.000	.813	.977	.333	.961	.000	.845	.250	.853	.852	.000	.375	.500	.000	.438	.930
Autos	3	9	1285	92	1389	0	91	1002	4	1097	0	168	1	155	324	0	3	4	0	7	2817
% Autos	100	100	96.2	97.9	96.3	0	100	98.2	100	98.4	0	99.4	100	98.7	99.1	0	100	100	0	100	97.4
Heavy Vehicles	0	0	51	2	53	0	0	18	0	18	0	1	0	2	3	0	0	0	0	0	74
% Heavy Vehicles	0	0	3.8	2.1	3.7	0	0	1.8	0	1.6	0	0.6	0	1.3	0.9	0	0	0	0	0	2.6

CTS Engineering, Inc.

8095 NW 12 Street, Suite 301
Doral, FL, 33126

Client: FDOT District 6
Project: North Village Bridge Study
Location: E.Treasure Dr and JFK Cswy
County: Miami-Dade

File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 5



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Site Code : 00000000
Start Date : 5/20/2021
Page No : 6

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 11:00 AM to 12:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 12:00 PM																					
12:00 PM	**3**	0	241	20	264	0	16	**289**	**2**	**307**	0	28	0	18	46	0	0	0	0	0	617
12:15 PM	2	**2**	245	29	278	0	17	252	1	270	0	**40**	**1**	20	**61**	0	**3**	0	0	**3**	612
12:30 PM	0	1	250	18	269	0	**21**	248	1	270	0	23	0	19	42	0	0	0	0	0	581
12:45 PM	1	2	**292**	**30**	**325**	**1**	17	268	2	288	0	23	0	**30**	53	0	0	0	0	0	**666**
Total Volume	6	5	1028	97	1136	1	71	1057	6	1135	0	114	1	87	202	0	3	0	0	3	2476
% App. Total	0.5	0.4	90.5	8.5		0.1	6.3	93.1	0.5		0	56.4	0.5	43.1		0	100	0	0		
PHF	.500	.625	.880	.808	.874	.250	.845	.914	.750	.924	.000	.713	.250	.725	.828	.000	.250	.000	.000	.250	.929
Autos	6	5	992	96	1099	1	68	1018	6	1093	0	114	1	86	201	0	3	0	0	3	2396
% Autos	100	100	96.5	99.0	96.7	100	95.8	96.3	100	96.3	0	100	100	98.9	99.5	0	100	0	0	100	96.8
Heavy Vehicles	0	0	36	1	37	0	3	39	0	42	0	0	0	1	1	0	0	0	0	0	80
% Heavy Vehicles	0	0	3.5	1.0	3.3	0	4.2	3.7	0	3.7	0	0	0	1.1	0.5	0	0	0	0	0	3.2

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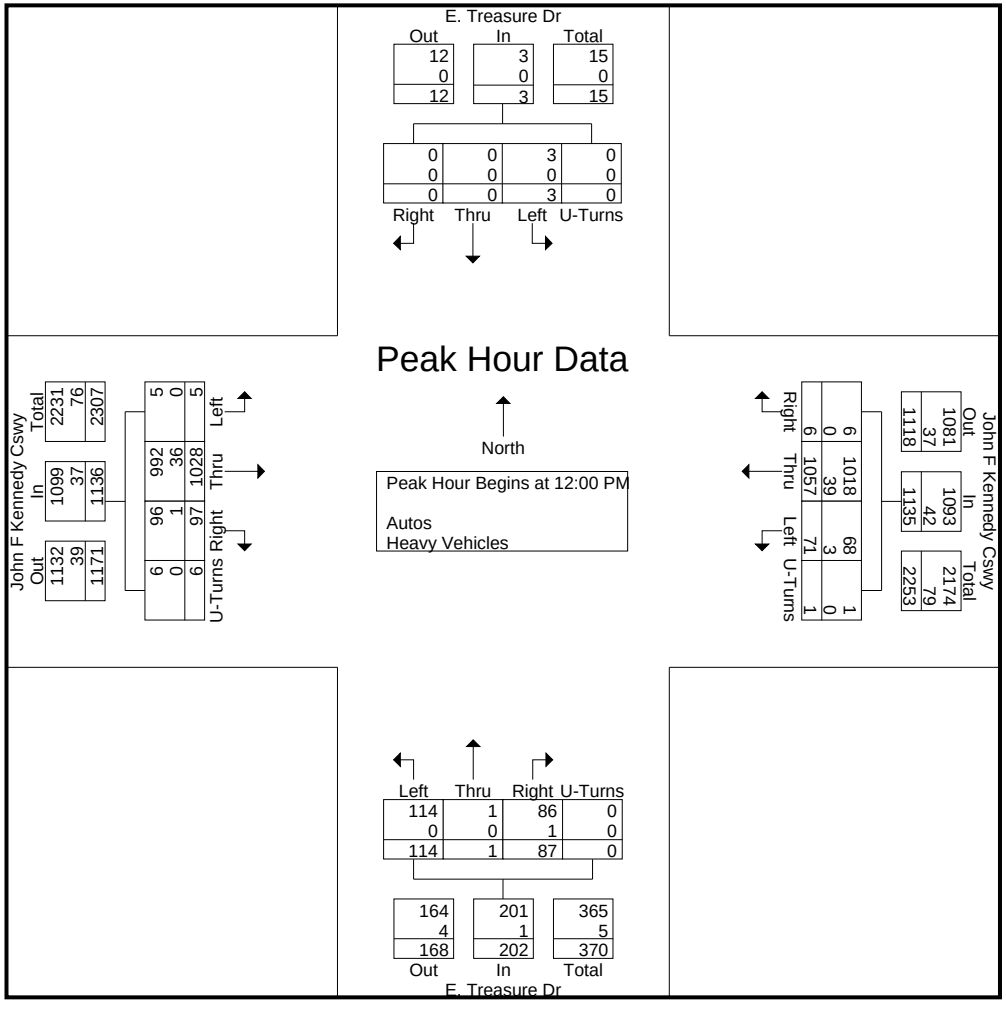
File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 7



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Location: E.Treasure Dr and JFK Cswy
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File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 8

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 06:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:15 PM																					
04:15 PM	**20**	3	**351**	**38**	**412**	0	31	351	1	383	0	24	0	**22**	46	0	**1**	0	0	**1**	**842**
04:30 PM	9	3	302	25	339	0	30	374	0	404	0	**34**	0	21	**55**	0	0	0	0	0	798
04:45 PM	18	3	315	31	367	0	27	379	**5**	411	0	33	0	22	55	0	1	0	0	1	834
05:00 PM	3	**6**	310	27	346	**1**	**33**	**385**	3	**422**	0	25	0	20	45	0	1	0	0	1	814
Total Volume	50	15	1278	121	1464	1	121	1489	9	1620	0	116	0	85	201	0	3	0	0	3	3288
% App. Total	3.4	1	87.3	8.3		0.1	7.5	91.9	0.6		0	57.7	0	42.3		0	100	0	0		
PHF	.625	.625	.910	.796	.888	.250	.917	.967	.450	.960	.000	.853	.000	.966	.914	.000	.750	.000	.000	.750	.976
Autos	50	15	1260	121	1446	1	119	1446	9	1575	0	116	0	84	200	0	3	0	0	3	3224
% Autos	100	100	98.6	100	98.8	100	98.3	97.1	100	97.2	0	100	0	98.8	99.5	0	100	0	0	100	98.1
Heavy Vehicles	0	0	18	0	18	0	2	43	0	45	0	0	0	1	1	0	0	0	0	0	64
% Heavy Vehicles	0	0	1.4	0	1.2	0	1.7	2.9	0	2.8	0	0	0	1.2	0.5	0	0	0	0	0	1.9

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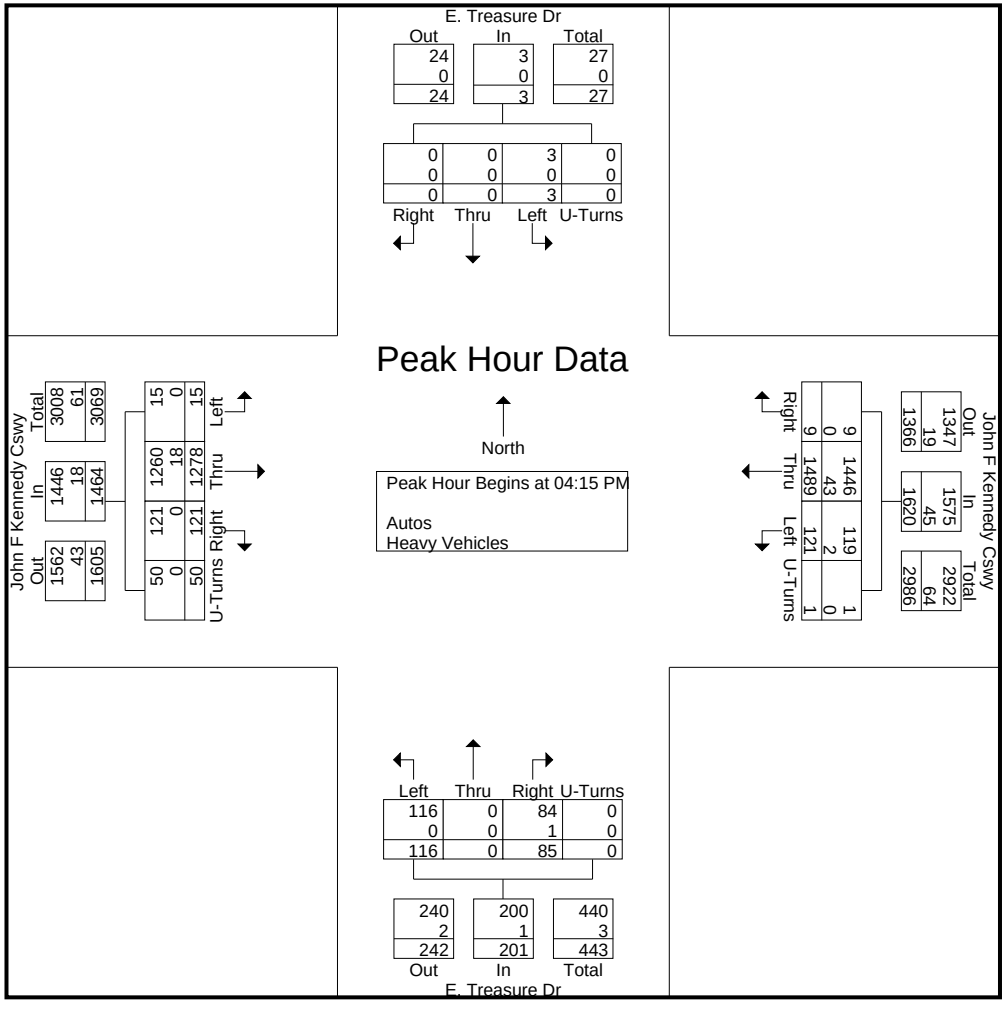
Site Code : 00000000
Start Date : 5/20/2021
Page No : 9



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Client: FDOT District 6
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Location: E.Treasure Dr and JFK Cswy
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File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 1

Groups Printed- Heavy Vehicles

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	11	0	11	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	12
07:15 AM	0	0	7	0	7	0	0	3	0	3	0	1	0	0	1	0	0	0	0	0	11
07:30 AM	0	0	13	0	13	0	0	8	0	8	0	1	0	1	2	0	0	0	0	0	23
07:45 AM	0	0	15	0	15	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	17
Total	0	0	46	0	46	0	0	14	0	14	0	2	0	1	3	0	0	0	0	0	63
08:00 AM	0	0	16	1	17	0	0	7	0	7	0	0	0	1	1	0	0	0	0	0	25
08:15 AM	0	0	13	0	13	0	0	4	0	4	0	0	0	1	1	0	0	0	0	0	18
08:30 AM	0	0	11	1	12	0	0	3	0	3	0	0	0	0	0	0	0	0	0	0	15
08:45 AM	0	0	11	0	11	0	0	4	0	4	0	1	0	0	1	0	0	0	0	0	16
Total	0	0	51	2	53	0	0	18	0	18	0	1	0	2	3	0	0	0	0	0	74
09:00 AM	0	0	5	1	6	0	0	13	0	13	0	0	0	0	0	0	0	0	0	0	19
09:15 AM	0	0	13	0	13	0	1	9	0	10	0	0	0	1	1	0	0	0	0	0	24
09:30 AM	0	0	14	0	14	0	0	4	0	4	0	0	0	0	0	0	0	0	0	0	18
09:45 AM	0	1	11	0	12	0	0	7	0	7	0	0	0	0	0	0	0	0	0	0	19
Total	0	1	43	1	45	0	1	33	0	34	0	0	0	1	1	0	0	0	0	0	80
*** BREAK ***																					
11:00 AM	0	0	10	0	10	0	2	13	0	15	0	1	0	0	1	0	0	0	0	0	26
11:15 AM	0	0	14	2	16	0	0	7	0	7	0	0	0	2	2	0	0	0	0	0	25
11:30 AM	0	0	8	1	9	0	0	7	0	7	0	0	0	0	0	0	0	0	0	0	16
11:45 AM	0	0	11	1	12	0	0	9	0	9	0	0	0	0	0	0	0	0	0	0	21
Total	0	0	43	4	47	0	2	36	0	38	0	1	0	2	3	0	0	0	0	0	88
12:00 PM	0	0	3	0	3	0	0	9	0	9	0	0	0	0	0	0	0	0	0	0	12
12:15 PM	0	0	11	0	11	0	0	12	0	12	0	0	0	1	1	0	0	0	0	0	24
12:30 PM	0	0	13	1	14	0	2	11	0	13	0	0	0	0	0	0	0	0	0	0	27
12:45 PM	0	0	9	0	9	0	1	7	0	8	0	0	0	0	0	0	0	0	0	0	17
Total	0	0	36	1	37	0	3	39	0	42	0	0	0	1	1	0	0	0	0	0	80

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Client: FDOT District 6
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County: Miami-Dade

File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 2

Groups Printed- Heavy Vehicles

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
*** BREAK ***																					
04:00 PM	0	0	4	1	5	0	0	6	0	6	0	0	0	1	1	0	0	0	0	0	12
04:15 PM	0	0	6	0	6	0	2	12	0	14	0	0	0	0	0	0	0	0	0	0	20
04:30 PM	0	0	4	0	4	0	0	16	0	16	0	0	0	0	0	0	0	0	0	0	20
04:45 PM	0	0	5	0	5	0	0	8	0	8	0	0	0	0	0	0	0	0	0	0	13
Total	0	0	19	1	20	0	2	42	0	44	0	0	0	1	1	0	0	0	0	0	65
05:00 PM	0	0	3	0	3	0	0	7	0	7	0	0	0	1	1	0	0	0	0	0	11
05:15 PM	0	0	2	0	2	0	0	6	0	6	0	0	0	0	0	0	0	0	0	0	8
05:30 PM	0	0	2	0	2	0	0	6	0	6	0	1	0	0	1	0	0	0	0	0	9
05:45 PM	0	0	3	0	3	0	0	8	0	8	0	0	0	0	0	0	0	0	0	0	11
Total	0	0	10	0	10	0	0	27	0	27	0	1	0	1	2	0	0	0	0	0	39
06:00 PM	0	0	3	0	3	0	0	3	1	4	0	0	0	0	0	0	0	0	0	0	7
06:15 PM	0	0	3	0	3	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	4
06:30 PM	0	0	5	1	6	0	0	9	0	9	0	0	0	0	0	0	0	0	0	0	15
06:45 PM	0	0	1	0	1	0	0	5	0	5	0	1	0	0	1	0	0	0	0	0	7
Total	0	0	12	1	13	0	0	18	1	19	0	1	0	0	1	0	0	0	0	0	33
Grand Total	0	1	260	10	271	0	8	227	1	236	0	6	0	9	15	0	0	0	0	0	522
Apprch %	0	0.4	95.9	3.7		0	3.4	96.2	0.4		0	40	0	60		0	0	0	0		
Total %	0	0.2	49.8	1.9	51.9	0	1.5	43.5	0.2	45.2	0	1.1	0	1.7	2.9	0	0	0	0	0	

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File Name : 8-E.Treasure Dr & JFK Cswy
Site Code : 00000000
Start Date : 5/20/2021
Page No : 1

Groups Printed- Peds & Bikes

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Int. Total
07:00 AM	0	0	0	0	0	0	0	0	0	0	1	0	0	1	2	0	0	0	0	0	2
07:15 AM	1	0	0	0	1	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2
07:30 AM	6	0	0	0	6	0	0	0	0	0	3	0	0	0	3	0	0	0	0	0	9
07:45 AM	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
Total	10	0	0	0	10	0	0	0	0	0	4	0	0	2	6	0	0	0	0	0	16
08:00 AM	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
08:15 AM	8	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
08:30 AM	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
08:45 AM	6	0	0	0	6	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	9
Total	20	0	0	0	20	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	23
09:00 AM	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
09:15 AM	1	0	0	0	1	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2
09:30 AM	2	0	0	0	2	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	3
09:45 AM	4	0	0	0	4	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	5
Total	9	0	0	0	9	0	0	0	0	0	1	0	0	2	3	0	0	0	0	0	12
*** BREAK ***																					
11:00 AM	2	0	0	0	2	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	4
11:15 AM	3	0	0	0	3	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	5
11:30 AM	4	0	0	0	4	0	0	0	0	0	1	0	0	1	2	0	0	0	0	0	6
11:45 AM	4	0	0	0	4	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	5
Total	13	0	0	0	13	0	0	0	1	1	1	0	0	5	6	0	0	0	0	0	20
12:00 PM	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
12:30 PM	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
12:45 PM	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
Total	8	0	0	0	8	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	9

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Groups Printed- Peds & Bikes

	John F Kennedy Cswy Eastbound					John F Kennedy Cswy Westbound					E. Treasure Dr Northbound					E. Treasure Dr Southbound					
Start Time	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Peds			Bikes	App. Total	Int. Total
*** BREAK ***																					
04:00 PM	11	0	0	0	11	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	12
04:15 PM	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
04:30 PM	5	0	0	0	5	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	8
04:45 PM	3	0	0	0	3	0	0	0	0	0	1	0	0	1	2	0	0	0	0	0	5
Total	20	0	0	0	20	0	0	0	0	0	1	0	0	5	6	0	0	0	0	0	26
05:00 PM	1	0	0	0	1	0	0	0	0	0	1	0	0	1	2	0	0	0	0	0	3
05:15 PM	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
05:30 PM	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
05:45 PM	8	0	0	0	8	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	9
Total	14	0	0	0	14	0	0	0	0	0	1	0	0	2	3	0	0	0	0	0	17
06:00 PM	2	0	0	0	2	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	4
06:15 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
06:30 PM	2	0	0	0	2	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	4
06:45 PM	5	0	0	0	5	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	8
Total	9	0	0	1	10	0	0	0	0	0	0	0	0	7	7	0	0	0	0	0	17
Grand Total	103	0	0	1	104	0	0	0	1	1	8	0	0	27	35	0	0	0	0	0	140
Apprch %	99	0	0	1		0	0	0	100		22.9	0	0	77.1		0	0	0	0		
Total %	73.6	0	0	0.7	74.3	0	0	0	0.7	0.7	5.7	0	0	19.3	25	0	0	0	0	0	

Signal Timings

TOD Schedule Report

for 3016: J. F. Kennedy Blvd&Treasure Dr E

Print Date: 10/4/2021

Print Time: 3:59 PM

Asset	Intersection	TOD Schedule	Op Mode	Plan #	Cycle	Offset	TOD Setting	Active PhaseBank	Active Maximum
3016	J. F. Kennedy Blvd&Treasure Dr E	DOW-2	TOD	N/A	0	0	N/A	0	Max 0

Splits

PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	PH 7	PH 8
EBL	WBT	SBT	NBT	WBL	EBT	-	-
0	0	0	0	0	0	0	0



Active Phase Bank: Phase Bank 1

Phase	Walk (Phase Bank 1 - 2 - 3)	Don't Walk (1 - 2 - 3)	Min Initial (1 - 2 - 3)	Veh Ext (1 - 2 - 3)	Max Limit (1 - 2 - 3)	Max 2 (1 - 2 - 3)	Yellow	Red
1 EBL	0 - 0 - 0	0 - 0 - 0	5 - 5 - 5	2 - 2 - 2	5 - 5 - 5	14 - 12 - 12	3.7	2.5
2 WBT	4 - 4 - 4	19 - 19 - 19	7 - 7 - 7	1 - 1 - 1	40 - 40 - 40	0 - 40 - 40	4	2.5
3 SBT	4 - 4 - 4	36 - 36 - 36	7 - 7 - 7	2.5 - 2.5 - 2.5	7 - 7 - 7	40 - 10 - 12	4	3
4 NBT	0 - 0 - 0	0 - 0 - 0	7 - 7 - 7	3 - 2.5 - 2.5	7 - 7 - 7	20 - 12 - 16	4	3.1
5 WBL	0 - 0 - 0	0 - 0 - 0	5 - 5 - 5	2 - 2 - 2	5 - 5 - 5	14 - 10 - 12	3.7	2.5
6 EBT	4 - 4 - 4	19 - 19 - 19	7 - 7 - 7	1 - 1 - 1	40 - 40 - 40	0 - 40 - 40	4	2.5
7 -	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0	0
8 -	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0	0

Last In Service Date: unknown

Permitted Phases

	12345678
Default	123456--
External Permit 0	-234-6--
External Permit 1	-234-6--
External Permit 2	-234-6--

TOD Schedule Report

for 3016: J. F. Kennedy Blvd&Treasure Dr E

Print Date: 10/4/2021

Print Time: 3:59 PM

Current TOD Schedule	Plan	Cycle	Green Time 1 EBL	2 WBT	3 SBT	4 NBT	5 WBL	6 EBT	7 -	8 -	Ring Offset	Offset
	1	120	9	39	34	12	9	39	0	0	0	19
	2	120	8	31	41	14	8	31	0	0	0	106
	3	120	9	35	38	12	9	35	0	0	0	27
	4	150	10	54	41	19	10	54	0	0	0	106
	5	120	9	39	34	12	9	39	0	0	0	29
	6	120	9	39	34	12	9	39	0	0	0	19
	8	150	14	50	41	19	14	50	0	0	0	106
	9	150	11	53	41	19	11	53	0	0	0	146
	11	140	9	50	41	14	9	50	0	0	0	5
	12	110	9	25	38	12	9	25	0	0	0	10
	15	130	8	50	38	8	8	50	0	0	0	48

Local TOD Schedule

Time	Plan	DOW
0000	Free	Su M T W Th F S
0600	4	M T W Th F
0800	4	Su S
1330	8	M T W Th F
1530	9	M T W Th F
2000	11	Su S
2200	11	M T W Th F

Current Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

Local Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

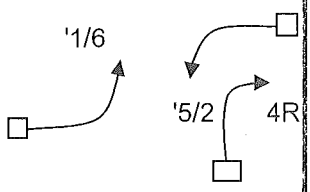
*** Settings**

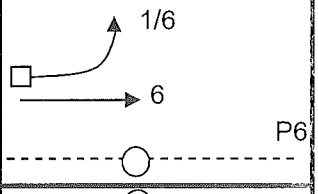
Blank - FREE - Phase Bank 1, Max 1
Blank - Plan - Phase Bank 1, Max 2
1 - Phase Bank 2, Max 1
2 - Phase Bank 2, Max 2
3 - Phase Bank 3, Max 1
4 - Phase Bank 3, Max 2
5 - EXTERNAL PERMIT 1
6 - EXTERNAL PERMIT 2
7 - X-PED OMIT
8 - TBA

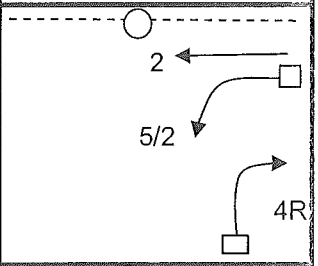
No Calendar Defined/Enabled

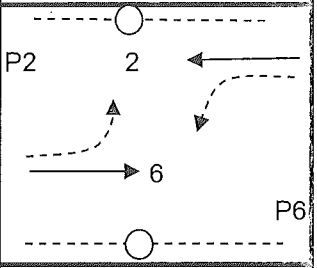
SIGNAL OPERATING PLAN

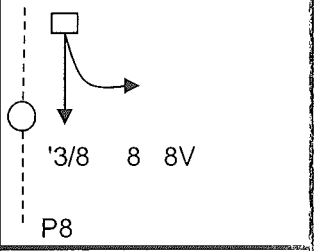
	Direction	EB		WB		SB			NB		Ped Heads				N
Timing Phases	Head No.	1/6	6	5/2	2	3/8	8	8V	7/4	4R	P2	P6		P8	Movements/Display/Actuation
(1+5)	Dwell	<G/R	R	<G/R	R	R	R	R	R	R/G>	DW	DW		DW	
E/WLT	clear to 1+6	<G/R	R	<Y/R	R	R	R	R	R	R/Y>	DW	DW		DW	
	clear to 2+5	<Y/R	R	<G/R	R	R	R	R	R	R/G>	DW	DW		DW	
JFK BLVD	clear to 2+6	<Y/R	R	<Y/R	R	R	R	R	R	R/Y>	DW	DW		DW	
	clear to														
(ACTUATED)	clear to														
(1+6)	Dwell	<G/G	G	G	G	R	R	R	R	R	DW	W/F		DW	
	clear to 2+6	<Y/G	Y	Y	Y	R	R	R	R	R	DW	W/F		DW	
EB	clear to														
	clear to														
JFK BLVD	clear to														
	clear to														
(ACTUATED)	clear to														
(2+5)		R	R	<G/G	G	R	R	R	R	R/G>	W/F	DW		DW	
	clear to 2+6	R	R	<Y/G	G	R	R	R	R	R/Y>	W/F	DW		DW	
WB	clear to														
	clear to														
JFK BLVD	clear to														
	clear to														
(ACTUATED)	clear to														
(2+6)	Dwell	G	G	G	G	R	R	R	R	R	W/F	W/F		DW	
	clear to 3	Y	Y	Y	Y	R	R	R	R	R	DW	DW		DW	
E/WB	clear to 4	Y	Y	Y	Y	R	R	R	R	R	DW	DW		DW	
	clear to														
JFK BLVD	clear to														
	clear to														
(RECALL)	clear to														
3	Dwell	R	R	R	R	<G/G	G	G	R	R	DW	DW		W/F	
	clear to 4	R	R	R	R	Y	Y	Y	R	R	DW	DW		DW	
SB	clear to 1+5	R	R	R	R	Y	Y	Y	R	R	DW	DW		DW	
	clear to 1+6	R	R	R	R	Y	Y	Y	R	R	DW	DW		DW	
TREASURE DR	clear to 2+5	R	R	R	R	Y	Y	Y	R	R	DW	DW		DW	
	clear to 2+6	R	R	R	R	Y	Y	Y	R	R	DW	DW		DW	
(ACTUATED)	clear to														
4	Dwell	R	R	R	R	R	R	R	<G/G	G	DW	DW		DW	
	clear to 1+5	R	R	R	R	R	R	R	Y	Y	DW	DW		DW	
NB	clear to 1+6	R	R	R	R	R	R	R	Y	Y	DW	DW		DW	
	clear to 2+5	R	R	R	R	R	R	R	Y	Y	DW	DW		DW	
TREASURE DR	clear to 2+6	R	R	R	R	R	R	R	Y	Y	DW	DW		DW	
	clear to														
(ACTUATED)	clear to														
Flashing Operation		FY	FY	FY	FY	FR	FR	FR	FR	FR					Page 1 of 1

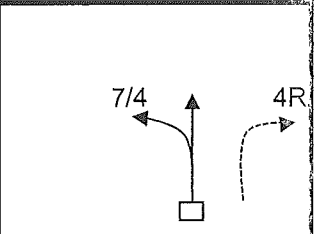








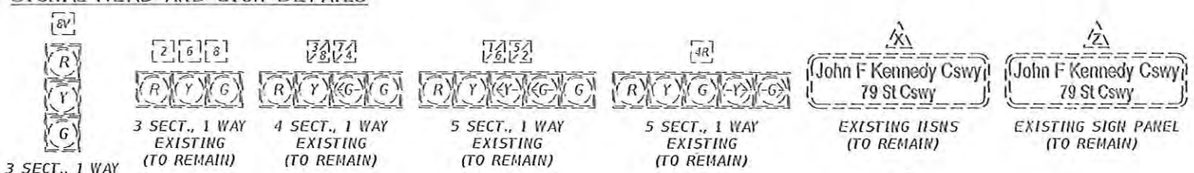




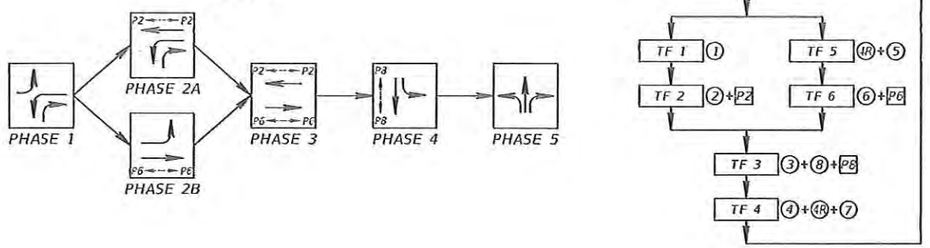
Miami-Dade County Public Works Department

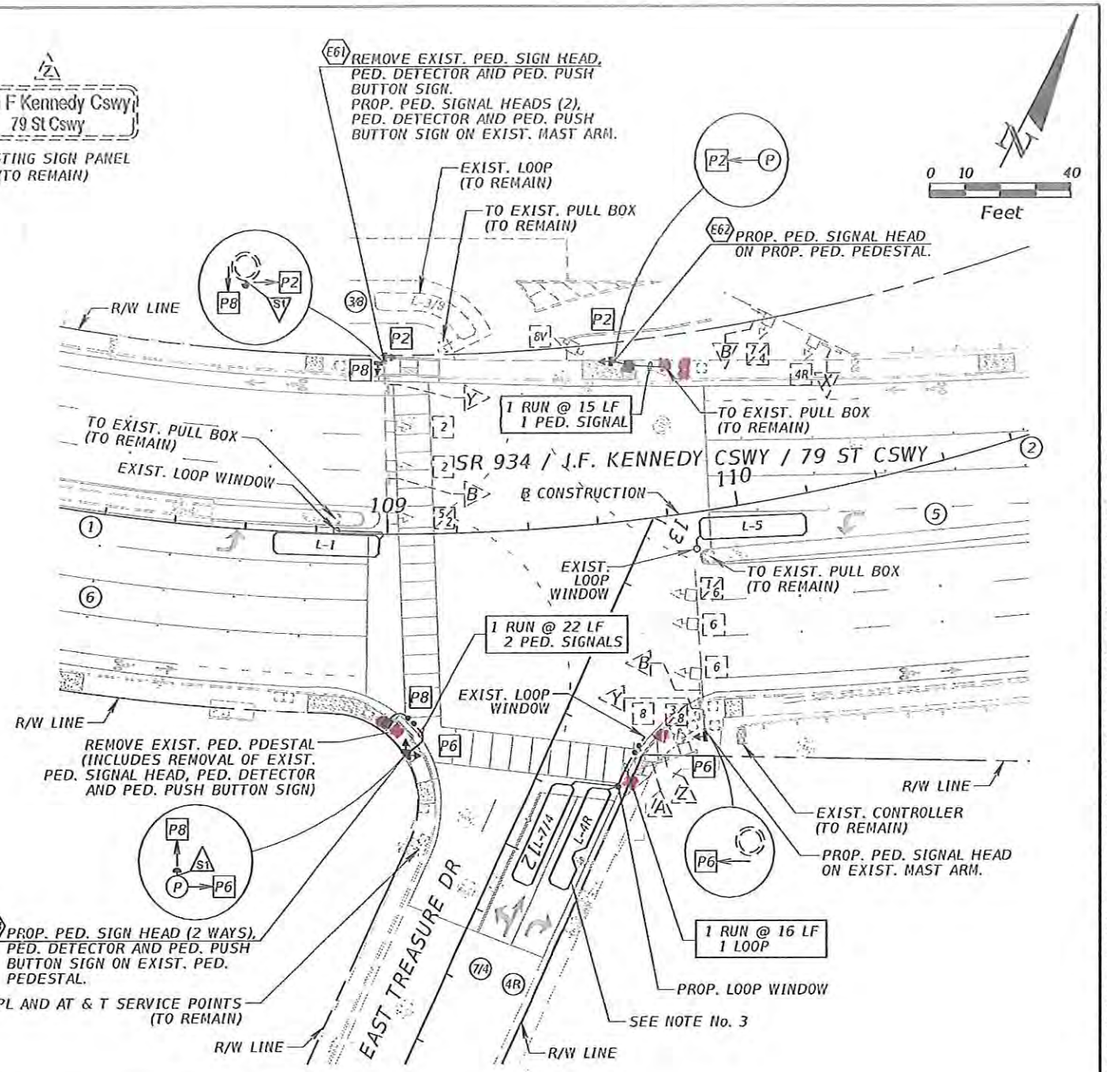
Designed by:	Date	J.F. KENNEDY BLVD & TREASURE DR E		
WILLIAM RIVERA-PAZ	5/20/2016			
Checked by:	Date	Placed in Service	Phasing No.	Asset Number
		Date 7/19/16 By FSC	11	3016

SIGNAL HEAD AND SIGN DETAILS



S.O.P.





CONTROLLER OPERATIONS:

1. MAJOR STREET: SR 934 / J.F. KENNEDY CSWY
   MINOR STREET: EAST TREASURE DR
2. SIGNAL OPERATING PLAN (SOP) AS SHOWN
3. FLASHING OPERATION: 2 & 6 – YELLOW
   3, 4, 4R & 8 – RED

PROPOSED PEDESTRIAN SIGNALS				
ID	STA	OFFSET	ALUM POLE	PUSH BUTTON
E61	PROP. PED. DETECTOR & SIGN PANEL ON EXIST. PEDESTAL			1
E62	109+70	BACK OF SIDEWALK (LT)	1	
E63	109+05	BACK OF SIDEWALK (RT)	1	1

635-2-11 2 EA
646-1-11 2 EA
665-1-11 2 EA

NOTES:

1. SIGNAL TIMING TO BE PROVIDED BY MIAMI-DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT, TRAFFIC SIGNALS AND SIGNS DIVISION.
2. PEDESTRIAN SIGNAL HEADS TO BE ORIENTED TO THE CENTER OF THE RAMP THEY SERVE.
3. LOOP SHALL BE INSTALLED TO AVOID ANY CONFLICT WITH THE EXISTING UTILITY COVER. PLAN ONLY SHOWS A GRAPHICAL VIEW OF SUCH INSTALL SHAPE.

DETECTORS FOR LOOPS			
LOOP	No. OF LOOPS	No. OF EXIST. LOOPS	No. OF EXIST. DETS.
L-1	1		1
L-4R	1		1
L-7/4	1		1
L-5	1		1
L-3/8		1	1

660-2-101 4 AS

CONTROLLER ITEM		CONDUIT & CABLE ITEMS		REMOVAL ITEMS	
670-5-400	1 AS	630-2-12	56 LF	646-1-60	1 EA
		632-7-2	280 LF	653-1-60	2 EA
				665-1-60	2 EA

Florida Safety Contractors Inc.
Asbuilt
7-25-16

SR 934 / J.F. KENNEDY CSWY AND EAST TREASURE DR
INTERSECTION ID No. 3016

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

C H Perez and Associates Consulting Engineers, Inc.
Certificate of Authorization No. 25976
5594 NW 41 Street, Suite 201 | Doral, Florida 33178
Tel. (305) 592-1070 | Fax. (305) 592-1078
Alejandro G. Meitin
Florida P.E. No. 44744
www.p-a.cc agm@p-a.cc

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD No.	COUNTY	FINANCIAL PROJECT ID
934	MIAMI-DADE	431180-1-52-01

SIGNALIZATION PLAN

SHEET No. T-9

mefaura 1/15/2015 11:52:34 AM U:\130352DS01-795thCauseway_AmericanConsulting\431180152O1\signals\plans09.dgn

TOD Schedule Report

for 3874: J. F. Kennedy Blvd@1800 Blk

Print Date: 10/4/2021

Print Time: 5:33 PM

Asset	Intersection	TOD Schedule	Op Mode	Plan #	Cycle	Offset	TOD Setting	Active PhaseBank	Active Maximum
3874	J. F. Kennedy Blvd@1800 Blk	DOW-2	TOD	[09] MID-AFT./AFTNOO	150	63	N/A	1	Max 2

Splits

PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	PH 7	PH 8
-	WBT	-	NBT	-	EBT	-	SBT
0	102	0	36	0	102	0	36



Active Phase Bank: Phase Bank 1

Phase	Walk			Don't Walk			Min Initial			Veh Ext			Max Limit			Max 2			Yellow	Red
Phase Bank	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3		
1 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2 WBT	7	7	7	16	16	16	7	7	7	1	1	1	40	50	50	0	0	0	4	2
3 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4 NBT	7	7	7	29	29	29	7	7	7	2.5	2.5	2.5	10	15	15	60	8	10	4	2
5 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6 EBT	7	7	7	16	16	16	7	7	7	1	1	1	40	50	50	0	0	0	4	2
7 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8 SBT	7	7	7	29	29	29	7	7	7	2.5	2.5	2.5	10	15	15	60	8	10	4	2

Last In Service Date: unknown

Permitted Phases

	12345678
Default	-2-4-6-8
External Permit 0	-2-4-6-8
External Permit 1	-2-4-6-8
External Permit 2	-2-4-6-8

TOD Schedule Report

for 3874: J. F. Kennedy Blvd@1800 Blk

Print Date: 10/4/2021

Print Time: 5:33 PM

Current TOD Schedule	Plan	Cycle	Green Time 1 -	2 WBT	3 -	4 NBT	5 -	6 EBT	7 -	8 SBT	Ring Offset	Offset
	1	100	0	52	0	36	0	52	0	36	0	11
	2	110	0	62	0	36	0	62	0	36	0	17
	3	110	0	62	0	36	0	62	0	36	0	51
	4	150	0	114	0	24	0	114	0	24	0	106
	5	100	0	52	0	36	0	52	0	36	0	41
	6	100	0	52	0	36	0	52	0	36	0	36
	8	150	0	102	0	36	0	102	0	36	0	48
	9	150	0	102	0	36	0	102	0	36	0	63
	11	140	0	114	0	14	0	114	0	14	0	5
	12	110	0	62	0	36	0	62	0	36	0	59
	15	130	0	82	0	36	0	82	0	36	0	84

Local TOD Schedule

Time	Plan	DOW
0000	Free	Su M T W Th F S
0600	4	M T W Th F
0800	4	Su S
1330	8	M T W Th F
1530	9	M T W Th F
2000	11	Su S
2200	11	M T W Th F

Current Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

Local Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

*** Settings**

Blank - FREE - Phase Bank 1, Max 1
Blank - Plan - Phase Bank 1, Max 2
1 - Phase Bank 2, Max 1
2 - Phase Bank 2, Max 2
3 - Phase Bank 3, Max 1
4 - Phase Bank 3, Max 2
5 - EXTERNAL PERMIT 1
6 - EXTERNAL PERMIT 2
7 - X-PED OMIT
8 - TBA

No Calendar Defined/Enabled

SIGNAL OPERATING PLAN

N

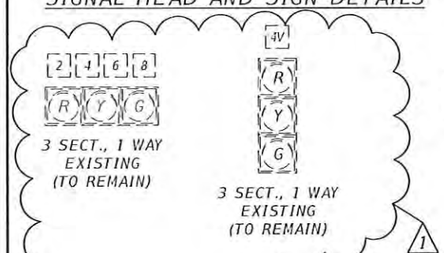
Timing Phases	Direction / Head No.	EB 6	WB 2	SB 8	NB 4	Ped Heads P2	P4	P8	Movements/Display/Actuation
	Dwell								
	start to								
(2+6)	Dwell	G	G	R	R	W/F	DW	DW	P2 2
E/WB	4+8	Y	Y	R	R	DW	DW	DW	6
J.F.KENNEDY	start to								
(RECALL)									
	Dwell								
	Clear to								
	Dwell								
	Clear to								
(4+8)	Dwell	R	R	G	G	DW	W/F	W/F	P4 8 4 P8
N/SB	2+6	R	R	Y	Y	DW	DW	DW	
1800 BLK	Clear to								
(ACTUATED)		FY	FY	FR	FR				

Miami-Dade County Public Works Department

Drawn	Date	J.F. KENNEDY CSWY & 1800 BLK		
William Rivera-Paz	5/25/2016			
Checked	Date	Placed in Service	Phasing No.	Asset Number
		Date 6/27/16 By FSC	4	3874

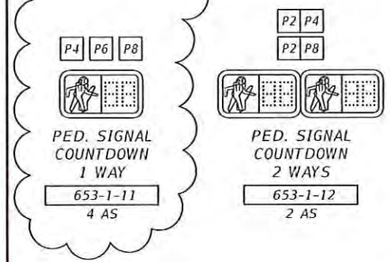
Blank12

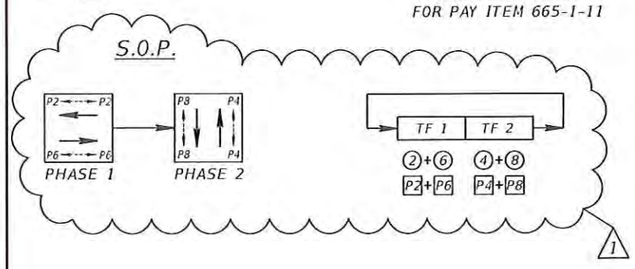
SIGNAL HEAD AND SIGN DETAILS

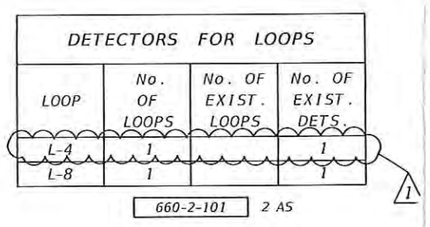




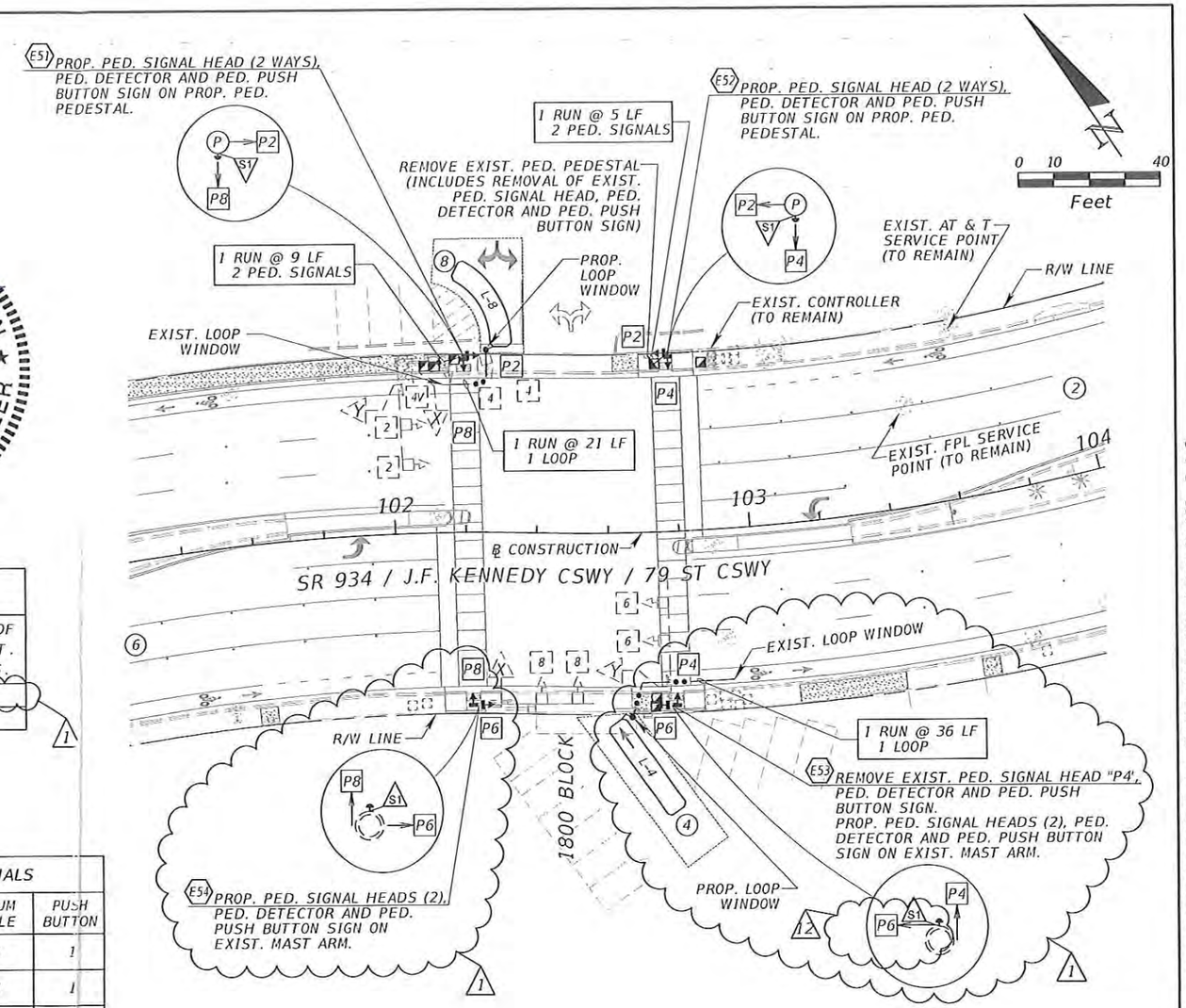












CONTROLLER OPERATIONS:

1. MAJOR STREET: SR 934 / J.F. KENNEDY CSWY
   MINOR STREET: 1800 BLOCK
2. SIGNAL OPERATING PLAN (SOP) AS SHOWN
3. FLASHING OPERATION: 2 & 6 - YELLOW
   1 4 & 8 - RED

NOTES:

1. SIGNAL TIMING TO BE PROVIDED BY MIAMI-DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT, TRAFFIC SIGNALS AND SIGNS DIVISION.
2. PEDESTRIAN SIGNAL HEADS TO BE ORIENTED TO THE CENTER OF THE RAMP THEY SERVE.

PROPOSED PEDESTRIAN SIGNALS

ID	STA	OFFSET	ALUM POLE	PUSH BUTTON
E51	102+20	BACK OF SIDEWALK (LT)	1	1
E52	102+79	BACK OF SIDEWALK (LT)	1	1
E53	PROP. PED. DETECTOR & SIGN PANEL ON EXIST. MAST ARM			1
E54	PROP. PED. DETECTOR & SIGN PANEL ON EXIST. MAST ARM			1

635-2-11 2 EA
646-1-11 2 EA
665-1-11 4 EA

PULL BOXES ITEM
635-2-11 5 EA

CONTROLLER ITEM
670-5-400 1 AS

CONDUIT & CABLE ITEMS
630-2-12 74 LF
632-7-2 125 LF

REMOVAL ITEMS
646-1-60 1 EA
653-1-60 1 EA
665-1-60 1 EA

Florida Safety Contractors Inc.
Asbuilt
X 11-11-15

SR 934 / J.F. KENNEDY CSWY AND 1800 BLOCK
INTERSECTION ID No. 3874

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
1-21-16	1 SIGNALIZATION ITEMS HAVE BEEN CHANGED AS SHOWN		
8-17-16	1 2 REVISED LOCATION OF PED HEAD ON MASTARM UPRIGHT		

C H Perez and Associates
Consulting Engineers, Inc.
Certificate of Authorization No. 25976
9594 NW 41 Street, Suite 201 | Doral, Florida 33178
Tel. (305) 592-1070 | Fax. (305) 592-1078
Alejandro G. Meitin
Florida P.E. No. 44744
www.p-a.cc agm@p-a.cc

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD No.	COUNTY	FINANCIAL PROJECT ID
934	MIAMI-DADE	431180-1-52-01

SIGNALIZATION PLAN

SHEET No. T-8

$USERS $DATES $TIMES $FILES

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

Background Growth

Kansas Goodrum

Subject: FW: [External] Shoma TIS redo recommendation

From: Garcia-Serra, Mario <MGarcia-Serra@gunster.com>
Sent: Tuesday, June 20, 2023 9:10 PM
To: Silvia Vargas <SVargas@cgasolutions.com>; Ruiz-Diaz de la Portilla, Elinette <erportilla@gunster.com>
Cc: Masoud Shojaee <mshojaee@shomagroup.com>; rrosado@nbvillage.com; Salman Rathore <srathore@cgasolutions.com>; Juan Espinosa <Juan.Espinosa@dplummer.com>; Tony Recio <TRecio@wsh-law.com>; Timothy J. Plummer <tim.plummer@dplummer.com>
Subject: RE: [External] Shoma TIS redo recommendation

Hello, Silvia,

Thank you for working with us! The below is acceptable and Tim / Juan are proceeding accordingly. Which comments have not yet been issued? I think that we are down to just the Village Engineer and your Planning / Zoning review comments, correct?

Mario

GUNSTER
FLORIDA'S LAW FIRM FOR BUSINESS
Mario Garcia-Serra | Shareholder
600 Brickell Avenue
Brickell World Plaza
Suite 3500
Miami, Florida 33131

P 305-376-6061 **F** 786-425-4104
gunster.com

From: Silvia Vargas <SVargas@cgasolutions.com>
Sent: Monday, June 19, 2023 6:34 PM
To: Garcia-Serra, Mario <MGarcia-Serra@gunster.com>; Ruiz-Diaz de la Portilla, Elinette <erportilla@gunster.com>
Cc: Masoud Shojaee <mshojaee@shomagroup.com>; rrosado@nbvillage.com; Salman Rathore <srathore@cgasolutions.com>; Juan Espinosa <juan.espinosa@dplummer.com>; Tony Recio <TRecio@wsh-law.com>
Subject: RE: [External] Shoma TIS redo recommendation

Mario and Juan,
Thank you for your prompt reply.

Regarding the traffic study: it is my understanding (Salman, please correct me if I'm mistaken) that the original Shoma study completed by DPA in 2020 used 2018 counts and applied the equivalent of a 3.91% annual growth rate to extrapolate to 2020. CGA's suggestion was to use the same rate to be consistent with your own study.

While it is true that the Shuckers study, completed in 2022 using 2021 counts, applied an annual growth rate of 1.4%, we think a more conservative approach, using a higher growth rate, would be prudent to assuage potential questions about the lack of up-to-date turning movement counts as inputs to the study. As a new compromise, however, we could accept an average of 2.65% between the low of 1.4% and the high of 3.91% annual growth to extrapolate to 2023 counts.

Cardinal Distribution

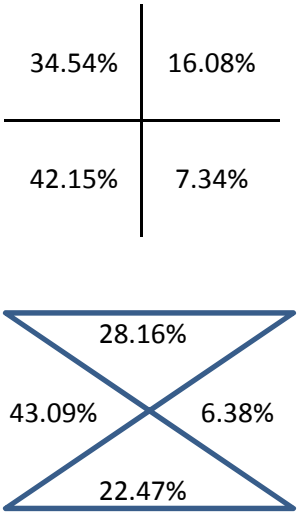
Cardinal Distribution

20105

Shoma North Bay Village

TAZ	624

DIRECTION	2015	2045	2022
NNE	10.8%	10.5%	10.73%
ENE	6.0%	3.2%	5.35%
ESE	1.1%	0.8%	1.03%
SSE	6.1%	7.0%	6.31%
SSW	15.2%	19.3%	16.16%
WSW	26.2%	25.3%	25.99%
WNW	16.8%	18.1%	17.10%
NNW	17.9%	15.9%	17.43%



Miami-Dade 2015 Base Year Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
599	3499	Trips	591	34	0	13	16	316	294	397	1,717
599	3499	Percent	35.6	2.0	0.0	0.8	1.0	19.0	17.7	23.9	
600	3500	Trips	1,964	258	20	47	84	1,205	1,079	998	5,795
600	3500	Percent	34.7	4.6	0.4	0.8	1.5	21.3	19.1	17.7	
601	3501	Trips	70	-	-	28	277	290	175	257	1,104
601	3501	Percent	6.4	-	-	2.5	25.3	26.4	15.9	23.5	
602	3502	Trips	67	17	-	103	540	455	472	464	2,181
602	3502	Percent	3.2	0.8	-	4.9	25.5	21.5	22.3	21.9	
603	3503	Trips	27	-	-	3	177	160	92	111	570
603	3503	Percent	4.8	-	-	0.5	31.0	28.1	16.2	19.5	
604	3504	Trips	45	-	-	6	506	334	458	381	1,779
604	3504	Percent	2.6	-	-	0.4	29.3	19.3	26.5	22.0	
605	3505	Trips	136	16	-	144	498	321	433	386	1,958
605	3505	Percent	7.0	0.8	-	7.4	25.7	16.6	22.4	20.0	
606	3506	Trips	830	-	-	845	1,407	1,998	1,040	2,384	9,052
606	3506	Percent	9.8	-	-	9.9	16.5	23.5	12.2	28.0	
607	3507	Trips	197	83	-	165	848	498	671	627	3,154
607	3507	Percent	6.4	2.7	-	5.4	27.5	16.1	21.7	20.3	
608	3508	Trips	109	-	-	17	655	545	562	535	2,497
608	3508	Percent	4.5	-	-	0.7	27.0	22.5	23.2	22.1	
609	3509	Trips	80	-	-	30	482	700	242	744	2,414
609	3509	Percent	3.5	-	-	1.3	21.2	30.7	10.6	32.7	
610	3510	Trips	576	187	-	313	1,639	1,859	1,152	2,527	9,381
610	3510	Percent	7.0	2.3	-	3.8	19.9	22.5	14.0	30.6	
611	3511	Trips	344	38	-	107	861	847	782	1,269	4,444
611	3511	Percent	8.1	0.9	-	2.5	20.3	20.0	18.4	29.9	
612	3512	Trips	102	-	-	38	497	479	354	809	2,324
612	3512	Percent	4.5	-	-	1.7	21.8	21.0	15.5	35.5	
613	3513	Trips	50	-	-	45	147	146	130	221	738
613	3513	Percent	6.8	-	-	6.1	19.9	19.8	17.6	30.0	
614	3514	Trips	107	-	-	231	720	908	522	868	3,436
614	3514	Percent	3.2	-	-	6.9	21.5	27.1	15.6	25.9	
615	3515	Trips	748	321	-	855	1,825	1,774	1,120	2,278	9,551
615	3515	Percent	8.4	3.6	-	9.6	20.5	19.9	12.6	25.5	
616	3516	Trips	631	418	-	1,214	1,619	1,428	921	1,966	9,585
616	3516	Percent	7.7	5.1	-	14.8	19.8	17.4	11.2	24.0	
617	3517	Trips	18	4	17	9	11	16	6	43	125
617	3517	Percent	14.3	3.3	13.7	7.4	9.0	13.1	4.7	34.7	
618	3518	Trips	243	105	-	241	640	556	295	599	2,736
618	3518	Percent	9.1	3.9	-	9.0	23.9	20.8	11.0	22.4	
619	3519	Trips	114	-	-	442	1,579	1,258	675	2,112	6,703
619	3519	Percent	1.8	-	-	7.2	25.6	20.4	10.9	34.2	
620	3520	Trips	85	-	-	385	1,902	1,775	809	2,132	7,584
620	3520	Percent	1.2	-	-	5.4	26.8	25.1	11.4	30.1	
621	3521	Trips	411	-	112	336	917	877	409	774	3,916
621	3521	Percent	10.7	-	2.9	8.8	23.9	22.9	10.7	20.2	
622	3522	Trips	725	-	-	733	1,372	1,695	887	1,623	7,653
622	3522	Percent	10.3	-	-	10.4	19.5	24.1	12.6	23.1	
623	3523	Trips	394	243	139	749	727	1,431	755	921	5,657
623	3523	Percent	7.4	4.5	2.6	14.0	13.6	26.7	14.1	17.2	
624	3524	Trips	1,100	613	112	625	1,542	2,663	1,706	1,821	11,072
624	3524	Percent	10.8	6.0	1.1	6.1	15.2	26.2	16.8	17.9	

Miami-Dade 2045 Cost Feasible Plan Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
599	3499	Trips	392	108	7	13	41	341	344	485	1,765
599	3499	Percent	22.6	6.2	0.4	0.8	2.4	19.7	19.9	28.0	
600	3500	Trips	1,603	330	17	42	94	1,157	1,332	1,506	6,163
600	3500	Percent	26.4	5.4	0.3	0.7	1.6	19.0	21.9	24.8	
601	3501	Trips	73	-	-	36	470	342	267	332	1,552
601	3501	Percent	4.8	-	-	2.4	30.9	22.5	17.5	21.8	
602	3502	Trips	62	6	-	148	713	574	523	476	2,566
602	3502	Percent	2.5	0.3	-	5.9	28.5	22.9	20.9	19.0	
603	3503	Trips	14	-	-	1	337	258	161	172	980
603	3503	Percent	1.5	-	-	0.1	35.7	27.4	17.1	18.3	
604	3504	Trips	64	-	-	41	951	737	707	668	3,445
604	3504	Percent	2.0	-	-	1.3	30.0	23.3	22.3	21.1	
605	3505	Trips	99	36	-	135	670	549	585	509	2,652
605	3505	Percent	3.8	1.4	-	5.2	25.9	21.2	22.7	19.7	
606	3506	Trips	643	-	-	754	1,891	2,383	1,151	2,389	9,786
606	3506	Percent	7.0	-	-	8.2	20.5	25.9	12.5	25.9	
607	3507	Trips	188	140	-	182	1,171	780	868	741	4,188
607	3507	Percent	4.6	3.4	-	4.5	28.8	19.2	21.3	18.2	
608	3508	Trips	110	-	-	48	1,108	1,101	706	785	3,985
608	3508	Percent	2.9	-	-	1.2	28.7	28.5	18.3	20.4	
609	3509	Trips	86	-	-	37	718	953	371	839	3,169
609	3509	Percent	2.9	-	-	1.2	23.9	31.7	12.3	27.9	
610	3510	Trips	681	182	-	382	2,239	2,515	1,391	2,792	12,047
610	3510	Percent	6.7	1.8	-	3.8	22.0	24.7	13.7	27.4	
611	3511	Trips	449	13	-	118	1,000	1,197	848	1,206	5,036
611	3511	Percent	9.3	0.3	-	2.4	20.7	24.8	17.6	25.0	
612	3512	Trips	74	-	-	56	640	617	408	906	2,773
612	3512	Percent	2.8	-	-	2.1	23.7	22.9	15.1	33.6	
613	3513	Trips	42	-	-	27	203	188	128	185	774
613	3513	Percent	5.5	-	-	3.5	26.3	24.2	16.5	24.0	
614	3514	Trips	160	-	-	231	1,441	1,400	1,004	1,429	5,961
614	3514	Percent	2.8	-	-	4.1	25.4	24.7	17.7	25.2	
615	3515	Trips	657	228	-	698	1,586	1,570	1,040	1,804	7,950
615	3515	Percent	8.7	3.0	-	9.2	20.9	20.7	13.7	23.8	
616	3516	Trips	663	430	-	1,243	2,224	2,161	1,427	2,581	12,275
616	3516	Percent	6.2	4.0	-	11.6	20.7	20.1	13.3	24.1	
617	3517	Trips	13	10	12	23	29	51	31	41	219
617	3517	Percent	6.4	4.8	5.8	10.9	13.8	24.0	14.9	19.5	
618	3518	Trips	155	54	-	218	768	639	484	831	3,208
618	3518	Percent	4.9	1.7	-	6.9	24.4	20.3	15.4	26.4	
619	3519	Trips	148	-	-	378	1,965	1,591	822	2,087	7,426
619	3519	Percent	2.1	-	-	5.4	28.1	22.8	11.8	29.9	
620	3520	Trips	101	-	-	236	1,860	2,343	1,013	2,177	8,233
620	3520	Percent	1.3	-	-	3.1	24.1	30.3	13.1	28.2	
621	3521	Trips	349	-	81	272	1,070	1,011	417	959	4,287
621	3521	Percent	8.4	-	1.9	6.6	25.7	24.3	10.0	23.1	
622	3522	Trips	552	-	-	687	1,638	2,319	1,127	2,032	8,893
622	3522	Percent	6.6	-	-	8.2	19.6	27.8	13.5	24.3	
623	3523	Trips	475	123	70	728	1,143	1,694	801	1,023	6,274
623	3523	Percent	7.8	2.0	1.2	12.0	18.9	28.0	13.2	16.9	
624	3524	Trips	1,356	409	98	912	2,505	3,276	2,354	2,063	13,940
624	3524	Percent	10.5	3.2	0.8	7.0	19.3	25.3	18.1	15.9	

FDOT LOS Handbook Tables
&
Seasonal Factors

2021 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8700 MIAMI-DADE NORTH

MOCF: 0.98

WEEK	DATES	SF	PSCF
1	01/01/2021 - 01/02/2021	1.01	1.03
2	01/03/2021 - 01/09/2021	1.05	1.07
3	01/10/2021 - 01/16/2021	1.08	1.10
4	01/17/2021 - 01/23/2021	1.07	1.09
5	01/24/2021 - 01/30/2021	1.07	1.09
6	01/31/2021 - 02/06/2021	1.06	1.08
7	02/07/2021 - 02/13/2021	1.05	1.07
8	02/14/2021 - 02/20/2021	1.05	1.07
9	02/21/2021 - 02/27/2021	1.04	1.06
10	02/28/2021 - 03/06/2021	1.03	1.05
11	03/07/2021 - 03/13/2021	1.02	1.04
12	03/14/2021 - 03/20/2021	1.02	1.04
13	03/21/2021 - 03/27/2021	1.01	1.03
14	03/28/2021 - 04/03/2021	0.99	1.01
15	04/04/2021 - 04/10/2021	0.98	1.00
16	04/11/2021 - 04/17/2021	0.97	0.99
17	04/18/2021 - 04/24/2021	0.97	0.99
18	04/25/2021 - 05/01/2021	0.97	0.99
19	05/02/2021 - 05/08/2021	0.98	1.00
20	05/09/2021 - 05/15/2021	0.98	1.00
21	05/16/2021 - 05/22/2021	0.98	1.00
22	05/23/2021 - 05/29/2021	0.99	1.01
23	05/30/2021 - 06/05/2021	1.00	1.02
24	06/06/2021 - 06/12/2021	1.01	1.03
25	06/13/2021 - 06/19/2021	1.02	1.04
26	06/20/2021 - 06/26/2021	1.01	1.03
27	06/27/2021 - 07/03/2021	1.01	1.03
28	07/04/2021 - 07/10/2021	1.00	1.02
29	07/11/2021 - 07/17/2021	0.99	1.01
30	07/18/2021 - 07/24/2021	0.99	1.01
31	07/25/2021 - 07/31/2021	0.99	1.01
32	08/01/2021 - 08/07/2021	0.99	1.01
33	08/08/2021 - 08/14/2021	0.99	1.01
34	08/15/2021 - 08/21/2021	0.99	1.01
35	08/22/2021 - 08/28/2021	0.99	1.01
*36	08/29/2021 - 09/04/2021	0.99	1.01
*37	09/05/2021 - 09/11/2021	0.99	1.01
*38	09/12/2021 - 09/18/2021	0.99	1.01
*39	09/19/2021 - 09/25/2021	0.98	1.00
*40	09/26/2021 - 10/02/2021	0.98	1.00
*41	10/03/2021 - 10/09/2021	0.97	0.99
*42	10/10/2021 - 10/16/2021	0.96	0.98
*43	10/17/2021 - 10/23/2021	0.96	0.98
*44	10/24/2021 - 10/30/2021	0.97	0.99
*45	10/31/2021 - 11/06/2021	0.97	0.99
*46	11/07/2021 - 11/13/2021	0.98	1.00
*47	11/14/2021 - 11/20/2021	0.99	1.01
*48	11/21/2021 - 11/27/2021	0.99	1.01
49	11/28/2021 - 12/04/2021	1.00	1.02
50	12/05/2021 - 12/11/2021	1.01	1.03
51	12/12/2021 - 12/18/2021	1.01	1.03
52	12/19/2021 - 12/25/2021	1.05	1.07
53	12/26/2021 - 12/31/2021	1.08	1.10

* PEAK SEASON

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**



(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

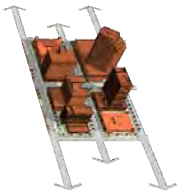


(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
*Cannot be achieved using table input value defaults. **Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.
***LOS C thresholds are not applicable for C6 as C6 roadway facilities are neither planned nor designed to achieve automobile LOS C.

Appendix D
Intersection Capacity Analysis Worksheets

Existing Conditions



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	3	9	1408	99	96	1075	4	178	1	165	3	4
Future Volume (vph)	3	9	1408	99	96	1075	4	178	1	165	3	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	11	11	12	12	12	12	12	12
Total Lost time (s)		6.2	6.5		6.2	6.5			7.1	7.1		7.0
Lane Util. Factor		1.00	0.91		1.00	0.91			1.00	1.00		1.00
Frpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Flpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Frt		1.00	0.99		1.00	1.00			1.00	0.85		1.00
Flt Protected		0.95	1.00		0.95	1.00			0.95	1.00		0.98
Satd. Flow (prot)		1742	4760		1745	4913			1792	1583		1859
Flt Permitted		0.23	1.00		0.08	1.00			0.95	1.00		0.98
Satd. Flow (perm)		417	4760		154	4913			1792	1583		1859
Peak-hour factor, PHF	0.88	0.88	0.88	0.88	0.96	0.96	0.96	0.85	0.85	0.85	0.44	0.44
Adj. Flow (vph)	3	10	1600	112	100	1120	4	209	1	194	7	9
RTOR Reduction (vph)	0	0	3	0	0	0	0	0	0	142	0	0
Lane Group Flow (vph)	0	13	1710	0	100	1124	0	0	210	52	0	16
Confl. Peds. (#/hr)		20		20	20		20					
Confl. Bikes (#/hr)				3						3		
Heavy Vehicles (%)	0%	0%	4%	3%	0%	2%	0%	1%	0%	2%	0%	0%
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Split	NA	pt+ov	Split	NA
Protected Phases	1	1	6		5	2		4	4	4 5!	3	3
Permitted Phases	6	6			2							
Actuated Green, G (s)		89.6	87.4		100.6	92.9			25.1	39.9		3.0
Effective Green, g (s)		89.6	87.4		100.6	92.9			25.1	39.9		3.0
Actuated g/C Ratio		0.60	0.58		0.67	0.62			0.17	0.27		0.02
Clearance Time (s)		6.2	6.5		6.2	6.5			7.1			7.0
Vehicle Extension (s)		2.0	1.0		2.0	1.0			3.0			2.5
Lane Grp Cap (vph)		268	2773		184	3042			299	421		37
v/s Ratio Prot		0.00	c0.36		c0.03	0.23			c0.12	0.03		c0.01
v/s Ratio Perm		0.03			0.33							
v/c Ratio		0.05	0.62		0.54	0.37			0.70	0.12		0.43
Uniform Delay, d1		12.3	20.4		14.7	14.1			58.9	41.8		72.7
Progression Factor		0.65	0.70		1.00	1.00			1.00	1.00		1.00
Incremental Delay, d2		0.0	1.0		1.8	0.3			7.3	0.1		5.8
Delay (s)		8.1	15.2		16.5	14.4			66.2	41.9		78.5
Level of Service		A	B		B	B			E	D		E
Approach Delay (s)			15.2			14.6			54.5			78.5
Approach LOS			B			B			D			E

Intersection Summary			
HCM 2000 Control Delay	20.0	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.63		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	73.2%	ICU Level of Service	D
Analysis Period (min)	15		

! Phase conflict between lane groups.
c Critical Lane Group



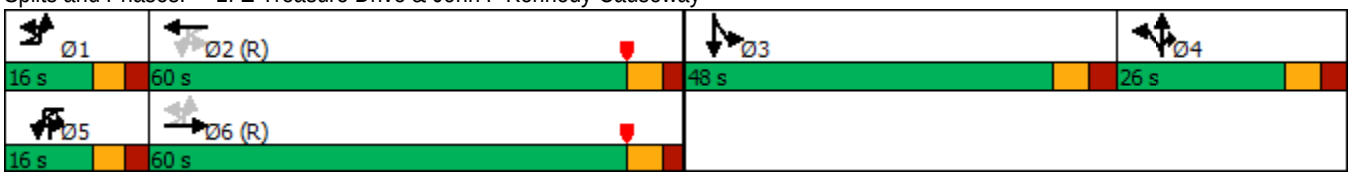
Movement	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Lane Width	12
Total Lost time (s)	
Lane Util. Factor	
Frpb, ped/bikes	
Flpb, ped/bikes	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.44
Adj. Flow (vph)	0
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Confl. Peds. (#/hr)	
Confl. Bikes (#/hr)	3
Heavy Vehicles (%)	0%
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	



Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	3	9	1408	99	96	1075	4	178	1	165	3	4
Future Volume (vph)	3	9	1408	99	96	1075	4	178	1	165	3	4
Confl. Peds. (#/hr)		20		20	20		20					
Confl. Bikes (#/hr)				3						3		
Peak Hour Factor	0.88	0.88	0.88	0.88	0.96	0.96	0.96	0.85	0.85	0.85	0.44	0.44
Heavy Vehicles (%)	0%	0%	4%	3%	0%	2%	0%	1%	0%	2%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	13	1713	0	100	1124	0	0	210	194	0	16
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Split	NA	pt+ov	Split	NA
Protected Phases	1	1	6		5	2		4	4	4 5!	3	3
Permitted Phases	6	6			2							
Detector Phase	1	1	6		5	2		4	4	4 5	3	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	7.0		5.0	7.0		7.0	7.0		7.0	7.0
Minimum Split (s)	11.2	11.2	29.5		11.2	29.5		14.1	14.1		47.0	47.0
Total Split (s)	16.0	16.0	60.0		16.0	60.0		26.0	26.0		48.0	48.0
Total Split (%)	10.7%	10.7%	40.0%		10.7%	40.0%		17.3%	17.3%		32.0%	32.0%
Yellow Time (s)	3.7	3.7	4.0		3.7	4.0		4.0	4.0		4.0	4.0
All-Red Time (s)	2.5	2.5	2.5		2.5	2.5		3.1	3.1		3.0	3.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0			0.0			0.0
Total Lost Time (s)		6.2	6.5		6.2	6.5			7.1			7.0
Lead/Lag	Lead	Lead	Lag		Lead	Lag		Lag	Lag		Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes
Recall Mode	None	None	C-Max		None	C-Max		None	None		None	None
v/c Ratio		0.04	0.59		0.53	0.34			0.70	0.35		0.18
Control Delay		6.9	14.8		20.2	13.1			71.3	6.5		73.1
Queue Delay		0.0	0.0		0.0	0.0			0.0	0.0		0.0
Total Delay		6.9	14.8		20.2	13.1			71.3	6.5		73.1
Queue Length 50th (ft)		2	215		24	122			196	0		15
Queue Length 95th (ft)		m4	523		72	279			259	46		20
Internal Link Dist (ft)			291			746			1372			253
Turn Bay Length (ft)		100			50							
Base Capacity (vph)		368	2908		216	3299			300	565		508
Starvation Cap Reductn		0	0		0	0			0	0		0
Spillback Cap Reductn		0	0		0	0			0	0		0
Storage Cap Reductn		0	0		0	0			0	0		0
Reduced v/c Ratio		0.04	0.59		0.46	0.34			0.70	0.34		0.03

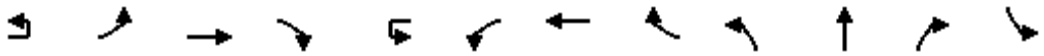
Intersection Summary
Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 135
Control Type: Actuated-Coordinated
m Volume for 95th percentile queue is metered by upstream signal.
! Phase conflict between lane groups.

Splits and Phases: 1: E Treasure Drive & John F Kennedy Causeway



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Confl. Peds. (#/hr)	
Confl. Bikes (#/hr)	3
Peak Hour Factor	0.44
Heavy Vehicles (%)	0%
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Recall Mode	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	

Intersection Summary



Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	53	15	1347	127	1	127	1569	9	122	0	90	3
Future Volume (vph)	53	15	1347	127	1	127	1569	9	122	0	90	3
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	12	12	12	12	12
Total Lost time (s)		6.2	6.5			6.2	6.5			7.1	7.1	
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00	1.00	
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00	1.00	
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00	1.00	
Frt		1.00	0.99			1.00	1.00			1.00	0.85	
Flt Protected		0.95	1.00			0.95	1.00			0.95	1.00	
Satd. Flow (prot)		1745	4847			1711	4864			1805	1583	
Flt Permitted		0.11	1.00			0.11	1.00			0.95	1.00	
Satd. Flow (perm)		209	4847			190	4864			1805	1583	
Peak-hour factor, PHF	0.89	0.89	0.89	0.89	0.96	0.96	0.96	0.96	0.91	0.91	0.91	0.75
Adj. Flow (vph)	60	17	1513	143	1	132	1634	9	134	0	99	4
RTOR Reduction (vph)	0	0	4	0	0	0	0	0	0	0	77	0
Lane Group Flow (vph)	0	77	1652	0	0	133	1643	0	0	134	22	0
Confl. Peds. (#/hr)	2	10		10	2	10		10	2		2	2
Confl. Bikes (#/hr)											5	
Heavy Vehicles (%)	0%	0%	2%	0%	0%	2%	3%	0%	0%	0%	2%	0%
Turn Type	pm+pt	pm+pt	NA		pm+pt	pm+pt	NA		Split	NA	pt+ov	Split
Protected Phases	1	1	6		5!	5	2		4	4	4 5!	3
Permitted Phases	6	6			2!	2						
Actuated Green, G (s)		103.5	96.1			107.3	98.0			16.4	32.8	
Effective Green, g (s)		103.5	96.1			107.3	98.0			16.4	32.8	
Actuated g/C Ratio		0.69	0.64			0.72	0.65			0.11	0.22	
Clearance Time (s)		6.2	6.5			6.2	6.5			7.1		
Vehicle Extension (s)		2.0	1.0			2.0	1.0			3.0		
Lane Grp Cap (vph)		219	3105			230	3177			197	346	
v/s Ratio Prot		0.02	0.34			c0.04	0.34			c0.07	0.01	
v/s Ratio Perm		0.22				c0.38						
v/c Ratio		0.35	0.53			0.58	0.52			0.68	0.06	
Uniform Delay, d1		9.0	14.7			10.3	13.6			64.3	46.4	
Progression Factor		0.82	1.21			1.00	1.00			1.00	1.00	
Incremental Delay, d2		0.3	0.6			2.2	0.6			9.3	0.1	
Delay (s)		7.7	18.4			12.5	14.2			73.6	46.5	
Level of Service		A	B			B	B			E	D	
Approach Delay (s)			18.0				14.1			62.1		
Approach LOS			B				B			E		

Intersection Summary			
HCM 2000 Control Delay	18.9	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.60		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	71.8%	ICU Level of Service	C
Analysis Period (min)	15		

! Phase conflict between lane groups.
c Critical Lane Group



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	0
Future Volume (vph)	0	0
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	7.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	1.00	
Flt Protected	0.95	
Satd. Flow (prot)	1805	
Flt Permitted	0.95	
Satd. Flow (perm)	1805	
Peak-hour factor, PHF	0.75	0.75
Adj. Flow (vph)	0	0
RTOR Reduction (vph)	0	0
Lane Group Flow (vph)	4	0
Confl. Peds. (#/hr)		2
Confl. Bikes (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	3	
Permitted Phases		
Actuated Green, G (s)	1.4	
Effective Green, g (s)	1.4	
Actuated g/C Ratio	0.01	
Clearance Time (s)	7.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	16	
v/s Ratio Prot	c0.00	
v/s Ratio Perm		
v/c Ratio	0.25	
Uniform Delay, d1	73.8	
Progression Factor	1.00	
Incremental Delay, d2	5.9	
Delay (s)	79.7	
Level of Service	E	
Approach Delay (s)	79.7	
Approach LOS	E	

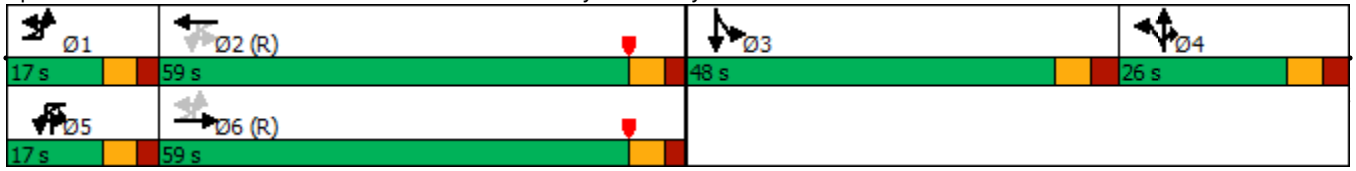
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	53	15	1347	127	1	127	1569	9	122	0	90	3
Future Volume (vph)	53	15	1347	127	1	127	1569	9	122	0	90	3
Confl. Peds. (#/hr)	2	10		10	2	10		10	2		2	2
Confl. Bikes (#/hr)											5	
Peak Hour Factor	0.89	0.89	0.89	0.89	0.96	0.96	0.96	0.96	0.91	0.91	0.91	0.75
Heavy Vehicles (%)	0%	0%	2%	0%	0%	2%	3%	0%	0%	0%	2%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	77	1656	0	0	133	1643	0	0	134	99	0
Turn Type	pm+pt	pm+pt	NA		pm+pt	pm+pt	NA		Split	NA	pt+ov	Split
Protected Phases	1	1	6		5!	5	2		4	4	4 5!	3
Permitted Phases	6	6			2!	2						
Detector Phase	1	1	6		5	5	2		4	4	4 5	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	7.0		5.0	5.0	7.0		7.0	7.0		7.0
Minimum Split (s)	11.2	11.2	29.5		11.2	11.2	29.5		14.1	14.1		47.0
Total Split (s)	17.0	17.0	59.0		17.0	17.0	59.0		26.0	26.0		48.0
Total Split (%)	11.3%	11.3%	39.3%		11.3%	11.3%	39.3%		17.3%	17.3%		32.0%
Yellow Time (s)	3.7	3.7	4.0		3.7	3.7	4.0		4.0	4.0		4.0
All-Red Time (s)	2.5	2.5	2.5		2.5	2.5	2.5		3.1	3.1		3.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.2	6.5			6.2	6.5			7.1		
Lead/Lag	Lead	Lead	Lag		Lead	Lead	Lag		Lag	Lag		Lead
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes	Yes		Yes	Yes		Yes
Recall Mode	None	None	C-Max		None	None	C-Max		None	None		None
v/c Ratio		0.34	0.50			0.56	0.49			0.68	0.24	
Control Delay		8.3	17.0			16.6	13.0			81.0	8.6	
Queue Delay		0.0	0.0			0.0	0.0			0.0	0.0	
Total Delay		8.3	17.0			16.6	13.0			81.0	8.6	
Queue Length 50th (ft)		6	369			24	233			128	0	
Queue Length 95th (ft)		59	599			83	436			194	45	
Internal Link Dist (ft)			291				746			1372		
Turn Bay Length (ft)		100				50						
Base Capacity (vph)		269	3290			263	3359			235	410	
Starvation Cap Reductn		0	0			0	0			0	0	
Spillback Cap Reductn		0	0			0	0			0	0	
Storage Cap Reductn		0	0			0	0			0	0	
Reduced v/c Ratio		0.29	0.50			0.51	0.49			0.57	0.24	

Intersection Summary
Cycle Length: 150
Actuated Cycle Length: 150
Offset: 146 (97%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 125
Control Type: Actuated-Coordinated

! Phase conflict between lane groups.

Splits and Phases: 1: E Treasure Drive & John F Kennedy Causeway





Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	0
Future Volume (vph)	0	0
Confl. Peds. (#/hr)		2
Confl. Bikes (#/hr)		
Peak Hour Factor	0.75	0.75
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	4	0
Turn Type	NA	
Protected Phases	3	
Permitted Phases		
Detector Phase	3	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	47.0	
Total Split (s)	48.0	
Total Split (%)	32.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	3.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	7.0	
Lead/Lag	Lead	
Lead-Lag Optimize?	Yes	
Recall Mode	None	
v/c Ratio	0.05	
Control Delay	69.7	
Queue Delay	0.0	
Total Delay	69.7	
Queue Length 50th (ft)	4	
Queue Length 95th (ft)	14	
Internal Link Dist (ft)	253	
Turn Bay Length (ft)		
Base Capacity (vph)	493	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.01	

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	8	1	1510	3	3	4	1291	5	6	0	0	2
Future Volume (vph)	8	1	1510	3	3	4	1291	5	6	0	0	2
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	11	12	12	12	12
Total Lost time (s)		6.0	6.0			6.0	6.0			6.0		
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00		
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Frt		1.00	1.00			1.00	1.00			1.00		
Flt Protected		0.95	1.00			0.95	1.00			0.95		
Satd. Flow (prot)		1744	4963			1744	4962			1805		
Flt Permitted		0.17	1.00			0.11	1.00			0.75		
Satd. Flow (perm)		309	4963			203	4962			1430		
Peak-hour factor, PHF	0.87	0.87	0.87	0.87	0.93	0.93	0.93	0.93	0.75	0.75	0.75	0.38
Adj. Flow (vph)	9	1	1736	3	3	4	1388	5	8	0	0	5
RTOR Reduction (vph)	0	0	0	0	0	0	0	0	0	0	0	0
Lane Group Flow (vph)	0	10	1739	0	0	7	1393	0	0	8	0	0
Confl. Peds. (#/hr)		1		1		1		1				
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Actuated Green, G (s)		114.0	114.0			114.0	114.0			24.0		
Effective Green, g (s)		114.0	114.0			114.0	114.0			24.0		
Actuated g/C Ratio		0.76	0.76			0.76	0.76			0.16		
Clearance Time (s)		6.0	6.0			6.0	6.0			6.0		
Vehicle Extension (s)		1.0	1.0			1.0	1.0			2.5		
Lane Grp Cap (vph)		234	3771			154	3771			228		
v/s Ratio Prot			c0.35				0.28					
v/s Ratio Perm		0.03				0.03				c0.01		
v/c Ratio		0.04	0.46			0.05	0.37			0.04		
Uniform Delay, d1		4.5	6.7			4.5	6.0			53.2		
Progression Factor		1.00	1.00			0.63	0.65			1.00		
Incremental Delay, d2		0.3	0.4			0.5	0.3			0.3		
Delay (s)		4.8	7.1			3.3	4.2			53.5		
Level of Service		A	A			A	A			D		
Approach Delay (s)			7.0				4.2			53.5		
Approach LOS			A				A			D		

Intersection Summary			
HCM 2000 Control Delay	6.0	HCM 2000 Level of Service	A
HCM 2000 Volume to Capacity ratio	0.39		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	45.1%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	1
Future Volume (vph)	0	1
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	6.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	0.95	
Flt Protected	0.97	
Satd. Flow (prot)	1749	
Flt Permitted	0.90	
Satd. Flow (perm)	1620	
Peak-hour factor, PHF	0.38	0.38
Adj. Flow (vph)	0	3
RTOR Reduction (vph)	7	0
Lane Group Flow (vph)	1	0
Confl. Peds. (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Actuated Green, G (s)	24.0	
Effective Green, g (s)	24.0	
Actuated g/C Ratio	0.16	
Clearance Time (s)	6.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	259	
v/s Ratio Prot		
v/s Ratio Perm	0.00	
v/c Ratio	0.00	
Uniform Delay, d1	53.0	
Progression Factor	1.00	
Incremental Delay, d2	0.0	
Delay (s)	53.0	
Level of Service	D	
Approach Delay (s)	53.0	
Approach LOS	D	

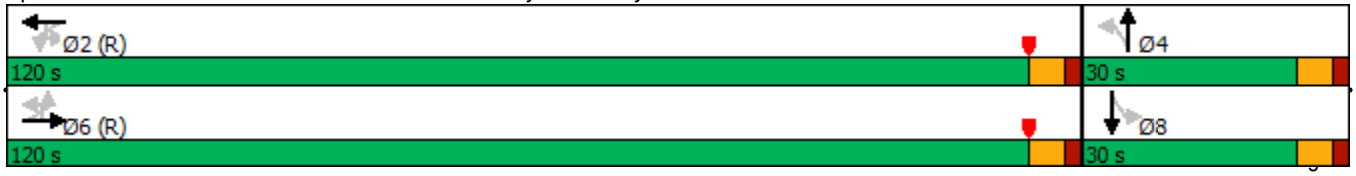
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	8	1	1510	3	3	4	1291	5	6	0	0	2
Future Volume (vph)	8	1	1510	3	3	4	1291	5	6	0	0	2
Confl. Peds. (#/hr)		1		1		1		1				
Peak Hour Factor	0.87	0.87	0.87	0.87	0.93	0.93	0.93	0.93	0.75	0.75	0.75	0.38
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	10	1739	0	0	7	1393	0	0	8	0	0
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Detector Phase	6	6	6		2	2	2		4	4		8
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0		7.0	7.0	7.0		7.0	7.0		7.0
Minimum Split (s)	29.0	29.0	29.0		29.0	29.0	29.0		42.0	42.0		42.0
Total Split (s)	120.0	120.0	120.0		120.0	120.0	120.0		30.0	30.0		30.0
Total Split (%)	80.0%	80.0%	80.0%		80.0%	80.0%	80.0%		20.0%	20.0%		20.0%
Yellow Time (s)	4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0		4.0
All-Red Time (s)	2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0		2.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.0	6.0			6.0	6.0			6.0		
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Max	C-Max	C-Max		C-Max	C-Max	C-Max		Max	Max		Max
v/c Ratio		0.04	0.46			0.05	0.37			0.04		
Control Delay		5.0	7.1			3.6	4.2			54.0		
Queue Delay		0.0	0.0			0.0	0.0			0.0		
Total Delay		5.0	7.1			3.6	4.2			54.0		
Queue Length 50th (ft)		2	204			1	129			7		
Queue Length 95th (ft)		7	216			m2	58			20		
Internal Link Dist (ft)			1132				280			522		
Turn Bay Length (ft)		50				50						
Base Capacity (vph)		234	3772			153	3769			228		
Starvation Cap Reductn		0	0			0	0			0		
Spillback Cap Reductn		0	0			0	0			0		
Storage Cap Reductn		0	0			0	0			0		
Reduced v/c Ratio		0.04	0.46			0.05	0.37			0.04		

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 75
Control Type: Actuated-Coordinated
m Volume for 95th percentile queue is metered by upstream signal.

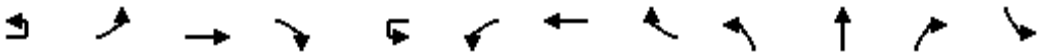
Splits and Phases: 3: 1800 Block & John F Kennedy Causeway





Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	1
Future Volume (vph)	0	1
Confl. Peds. (#/hr)		
Peak Hour Factor	0.38	0.38
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	8	0
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Detector Phase	8	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	42.0	
Total Split (s)	30.0	
Total Split (%)	20.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	2.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	6.0	
Lead/Lag		
Lead-Lag Optimize?		
Recall Mode	Max	
v/c Ratio	0.03	
Control Delay	4.3	
Queue Delay	0.0	
Total Delay	4.3	
Queue Length 50th (ft)	0	
Queue Length 95th (ft)	0	
Internal Link Dist (ft)	159	
Turn Bay Length (ft)		
Base Capacity (vph)	277	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.03	

Intersection Summary



Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	15	24	1475	7	6	2	1710	17	2	0	0	12
Future Volume (vph)	15	24	1475	7	6	2	1710	17	2	0	0	12
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	11	12	12	12	12
Total Lost time (s)		6.0	6.0			6.0	6.0			6.0		
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00		
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Frt		1.00	1.00			1.00	1.00			1.00		
Flt Protected		0.95	1.00			0.95	1.00			0.95		
Satd. Flow (prot)		1745	5010			1744	4957			1805		
Flt Permitted		0.09	1.00			0.11	1.00			0.74		
Satd. Flow (perm)		161	5010			209	4957			1413		
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.94	0.94	0.94	0.94	0.25	0.25	0.25	0.65
Adj. Flow (vph)	17	27	1639	8	6	2	1819	18	8	0	0	18
RTOR Reduction (vph)	0	0	0	0	0	0	1	0	0	0	0	0
Lane Group Flow (vph)	0	44	1647	0	0	8	1836	0	0	8	0	0
Confl. Peds. (#/hr)		1		1		1		1				
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	10%
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Actuated Green, G (s)		102.0	102.0			102.0	102.0			36.0		
Effective Green, g (s)		102.0	102.0			102.0	102.0			36.0		
Actuated g/C Ratio		0.68	0.68			0.68	0.68			0.24		
Clearance Time (s)		6.0	6.0			6.0	6.0			6.0		
Vehicle Extension (s)		1.0	1.0			1.0	1.0			2.5		
Lane Grp Cap (vph)		109	3406			142	3370			339		
v/s Ratio Prot			0.33				c0.37					
v/s Ratio Perm		0.27				0.04				c0.01		
v/c Ratio		0.40	0.48			0.06	0.54			0.02		
Uniform Delay, d1		10.6	11.4			8.0	12.2			43.6		
Progression Factor		1.00	1.00			1.40	1.03			1.00		
Incremental Delay, d2		10.7	0.5			0.7	0.6			0.1		
Delay (s)		21.3	11.9			11.8	13.2			43.7		
Level of Service		C	B			B	B			D		
Approach Delay (s)			12.2				13.2			43.7		
Approach LOS			B				B			D		

Intersection Summary			
HCM 2000 Control Delay	13.0	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.41		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	49.3%	ICU Level of Service	A
Analysis Period (min)	15		
c Critical Lane Group			



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	2
Future Volume (vph)	0	2
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	6.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	0.98	
Flt Protected	0.96	
Satd. Flow (prot)	1646	
Flt Permitted	0.83	
Satd. Flow (perm)	1426	
Peak-hour factor, PHF	0.65	0.65
Adj. Flow (vph)	0	3
RTOR Reduction (vph)	16	0
Lane Group Flow (vph)	5	0
Confl. Peds. (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Actuated Green, G (s)	36.0	
Effective Green, g (s)	36.0	
Actuated g/C Ratio	0.24	
Clearance Time (s)	6.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	342	
v/s Ratio Prot		
v/s Ratio Perm	0.00	
v/c Ratio	0.01	
Uniform Delay, d1	43.5	
Progression Factor	1.00	
Incremental Delay, d2	0.1	
Delay (s)	43.6	
Level of Service	D	
Approach Delay (s)	43.6	
Approach LOS	D	

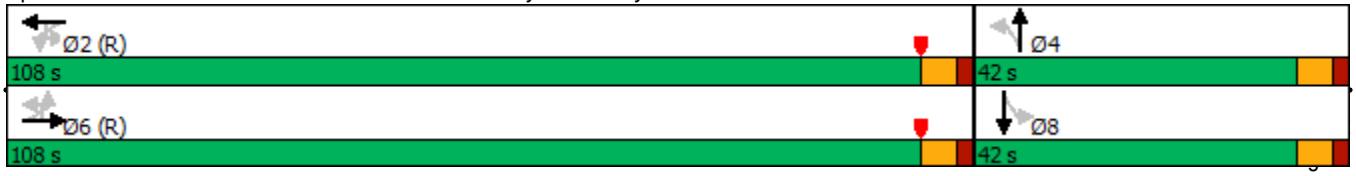
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	15	24	1475	7	6	2	1710	17	2	0	0	12
Future Volume (vph)	15	24	1475	7	6	2	1710	17	2	0	0	12
Confl. Peds. (#/hr)		1		1		1		1				
Peak Hour Factor	0.90	0.90	0.90	0.90	0.94	0.94	0.94	0.94	0.25	0.25	0.25	0.65
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	10%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	44	1647	0	0	8	1837	0	0	8	0	0
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Detector Phase	6	6	6		2	2	2		4	4		8
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0		7.0	7.0	7.0		7.0	7.0		7.0
Minimum Split (s)	29.0	29.0	29.0		29.0	29.0	29.0		42.0	42.0		42.0
Total Split (s)	108.0	108.0	108.0		108.0	108.0	108.0		42.0	42.0		42.0
Total Split (%)	72.0%	72.0%	72.0%		72.0%	72.0%	72.0%		28.0%	28.0%		28.0%
Yellow Time (s)	4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0		4.0
All-Red Time (s)	2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0		2.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.0	6.0			6.0	6.0			6.0		
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Max	C-Max	C-Max		C-Max	C-Max	C-Max		Max	Max		Max
v/c Ratio		0.40	0.48			0.06	0.54			0.02		
Control Delay		23.6	12.0			12.5	13.3			44.0		
Queue Delay		0.0	0.0			0.0	0.1			0.0		
Total Delay		23.6	12.0			12.5	13.3			44.0		
Queue Length 50th (ft)		18	262			2	244			6		
Queue Length 95th (ft)		55	293			m8	378			6		
Internal Link Dist (ft)			1132				280			522		
Turn Bay Length (ft)		50				50						
Base Capacity (vph)		110	3406			142	3372			339		
Starvation Cap Reductn		0	0			0	292			0		
Spillback Cap Reductn		0	0			0	0			0		
Storage Cap Reductn		0	0			0	0			0		
Reduced v/c Ratio		0.40	0.48			0.06	0.60			0.02		

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 75
Control Type: Actuated-Coordinated
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: 1800 Block & John F Kennedy Causeway





Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	2
Future Volume (vph)	0	2
Confl. Peds. (#/hr)		
Peak Hour Factor	0.65	0.65
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	21	0
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Detector Phase	8	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	42.0	
Total Split (s)	42.0	
Total Split (%)	28.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	2.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	6.0	
Lead/Lag		
Lead-Lag Optimize?		
Recall Mode	Max	
v/c Ratio	0.06	
Control Delay	15.5	
Queue Delay	0.0	
Total Delay	15.5	
Queue Length 50th (ft)	0	
Queue Length 95th (ft)	12	
Internal Link Dist (ft)	159	
Turn Bay Length (ft)		
Base Capacity (vph)	359	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.06	

Intersection Summary

Future without Project Conditions



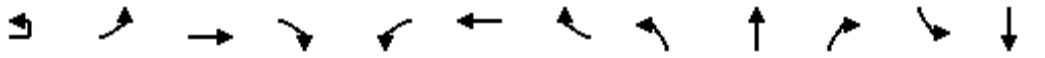
Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	3	9	1542	107	101	1185	4	189	1	174	3	4
Future Volume (vph)	3	9	1542	107	101	1185	4	189	1	174	3	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	11	11	12	12	12	12	12	12
Total Lost time (s)		6.2	6.5		6.2	6.5			7.1	7.1		7.0
Lane Util. Factor		1.00	0.91		1.00	0.91			1.00	1.00		1.00
Frpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Flpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Frt		1.00	0.99		1.00	1.00			1.00	0.85		1.00
Flt Protected		0.95	1.00		0.95	1.00			0.95	1.00		0.98
Satd. Flow (prot)		1743	4762		1745	4913			1792	1583		1859
Flt Permitted		0.19	1.00		0.06	1.00			0.95	1.00		0.98
Satd. Flow (perm)		357	4762		112	4913			1792	1583		1859
Peak-hour factor, PHF	0.88	0.88	0.88	0.88	0.96	0.96	0.96	0.85	0.85	0.85	0.44	0.44
Adj. Flow (vph)	3	10	1752	122	105	1234	4	222	1	205	7	9
RTOR Reduction (vph)	0	0	3	0	0	0	0	0	0	147	0	0
Lane Group Flow (vph)	0	13	1871	0	105	1238	0	0	223	58	0	16
Confl. Peds. (#/hr)		20		20	20		20					
Confl. Bikes (#/hr)										3		
Heavy Vehicles (%)	0%	0%	4%	3%	0%	2%	0%	1%	0%	2%	0%	0%
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Split	NA	pt+ov	Split	NA
Protected Phases	1	1	6		5	2		4	4	4 5!	3	3
Permitted Phases	6	6			2							
Actuated Green, G (s)		86.9	84.7		98.7	90.6			27.4	42.6		3.0
Effective Green, g (s)		86.9	84.7		98.7	90.6			27.4	42.6		3.0
Actuated g/C Ratio		0.58	0.56		0.66	0.60			0.18	0.28		0.02
Clearance Time (s)		6.2	6.5		6.2	6.5			7.1			7.0
Vehicle Extension (s)		2.0	1.0		2.0	1.0			3.0			2.5
Lane Grp Cap (vph)		227	2688		161	2967			327	449		37
v/s Ratio Prot		0.00	c0.39		c0.04	0.25			c0.12	0.04		c0.01
v/s Ratio Perm		0.03			0.39							
v/c Ratio		0.06	0.70		0.65	0.42			0.68	0.13		0.43
Uniform Delay, d1		13.6	23.4		20.4	15.7			57.2	39.9		72.7
Progression Factor		0.66	0.73		1.00	1.00			1.00	1.00		1.00
Incremental Delay, d2		0.0	1.4		7.0	0.4			5.8	0.1		5.8
Delay (s)		9.0	18.5		27.4	16.2			63.0	40.1		78.5
Level of Service		A	B		C	B			E	D		E
Approach Delay (s)			18.5			17.0			52.0			78.5
Approach LOS			B			B			D			E

Intersection Summary			
HCM 2000 Control Delay	22.1	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.68		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	76.8%	ICU Level of Service	D
Analysis Period (min)	15		

! Phase conflict between lane groups.
c Critical Lane Group



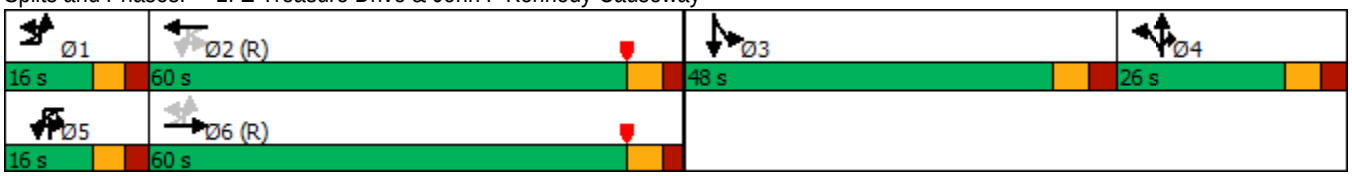
Movement	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Lane Width	12
Total Lost time (s)	
Lane Util. Factor	
Frpb, ped/bikes	
Flpb, ped/bikes	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.44
Adj. Flow (vph)	0
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Confl. Peds. (#/hr)	
Confl. Bikes (#/hr)	3
Heavy Vehicles (%)	0%
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	



Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	3	9	1542	107	101	1185	4	189	1	174	3	4
Future Volume (vph)	3	9	1542	107	101	1185	4	189	1	174	3	4
Confl. Peds. (#/hr)		20		20	20		20					
Confl. Bikes (#/hr)										3		
Peak Hour Factor	0.88	0.88	0.88	0.88	0.96	0.96	0.96	0.85	0.85	0.85	0.44	0.44
Heavy Vehicles (%)	0%	0%	4%	3%	0%	2%	0%	1%	0%	2%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	13	1874	0	105	1238	0	0	223	205	0	16
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Split	NA	pt+ov	Split	NA
Protected Phases	1	1	6		5	2		4	4	4 5!	3	3
Permitted Phases	6	6			2							
Detector Phase	1	1	6		5	2		4	4	4 5	3	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	7.0		5.0	7.0		7.0	7.0		7.0	7.0
Minimum Split (s)	11.2	11.2	29.5		11.2	29.5		14.1	14.1		47.0	47.0
Total Split (s)	16.0	16.0	60.0		16.0	60.0		26.0	26.0		48.0	48.0
Total Split (%)	10.7%	10.7%	40.0%		10.7%	40.0%		17.3%	17.3%		32.0%	32.0%
Yellow Time (s)	3.7	3.7	4.0		3.7	4.0		4.0	4.0		4.0	4.0
All-Red Time (s)	2.5	2.5	2.5		2.5	2.5		3.1	3.1		3.0	3.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0			0.0			0.0
Total Lost Time (s)		6.2	6.5		6.2	6.5			7.1			7.0
Lead/Lag	Lead	Lead	Lag		Lead	Lag		Lag	Lag		Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes
Recall Mode	None	None	C-Max		None	C-Max		None	None		None	None
v/c Ratio		0.05	0.66		0.64	0.38			0.68	0.35		0.18
Control Delay		7.4	17.9		35.2	14.4			68.0	6.1		73.1
Queue Delay		0.0	0.0		0.0	0.0			0.0	0.0		0.0
Total Delay		7.4	17.9		35.2	14.4			68.0	6.1		73.1
Queue Length 50th (ft)		2	380		27	146			207	0		15
Queue Length 95th (ft)		m5	618		104	320			272	46		20
Internal Link Dist (ft)			291			746			1372			253
Turn Bay Length (ft)		100			50							
Base Capacity (vph)		326	2821		189	3226			327	608		508
Starvation Cap Reductn		0	0		0	0			0	0		0
Spillback Cap Reductn		0	0		0	0			0	0		0
Storage Cap Reductn		0	0		0	0			0	0		0
Reduced v/c Ratio		0.04	0.66		0.56	0.38			0.68	0.34		0.03

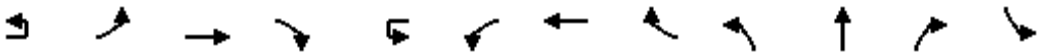
Intersection Summary
Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated
m Volume for 95th percentile queue is metered by upstream signal.
! Phase conflict between lane groups.

Splits and Phases: 1: E Treasure Drive & John F Kennedy Causeway



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Confl. Peds. (#/hr)	
Confl. Bikes (#/hr)	3
Peak Hour Factor	0.44
Heavy Vehicles (%)	0%
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Recall Mode	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	

Intersection Summary



Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	56	15	1476	136	1	134	1720	9	132	0	94	3
Future Volume (vph)	56	15	1476	136	1	134	1720	9	132	0	94	3
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	12	12	12	12	12
Total Lost time (s)		6.2	6.5			6.2	6.5			7.1	7.1	
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00	1.00	
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00	1.00	
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00	1.00	
Frt		1.00	0.99			1.00	1.00			1.00	0.85	
Flt Protected		0.95	1.00			0.95	1.00			0.95	1.00	
Satd. Flow (prot)		1710	4839			1711	4912			1770	1583	
Flt Permitted		0.09	1.00			0.08	1.00			0.95	1.00	
Satd. Flow (perm)		162	4839			147	4912			1770	1583	
Peak-hour factor, PHF	0.89	0.89	0.89	0.89	0.96	0.96	0.96	0.96	0.91	0.91	0.91	0.75
Adj. Flow (vph)	63	17	1658	153	1	140	1792	9	145	0	103	4
RTOR Reduction (vph)	0	0	4	0	0	0	0	0	0	0	79	0
Lane Group Flow (vph)	0	80	1807	0	0	141	1801	0	0	145	24	0
Confl. Peds. (#/hr)	31	2		11	1	11		2	31		1	1
Confl. Bikes (#/hr)				3				13				
Turn Type	pm+pt	pm+pt	NA		pm+pt	pm+pt	NA		Split	NA	pt+ov	Split
Protected Phases	1	1	6		5!	5	2		4	4	4 5!	3
Permitted Phases	6	6			2!	2						
Actuated Green, G (s)		101.7	94.0			106.9	96.6			17.5	34.9	
Effective Green, g (s)		101.7	94.0			106.9	96.6			17.5	34.9	
Actuated g/C Ratio		0.68	0.63			0.71	0.64			0.12	0.23	
Clearance Time (s)		6.2	6.5			6.2	6.5			7.1		
Vehicle Extension (s)		2.0	1.0			2.0	1.0			3.0		
Lane Grp Cap (vph)		189	3032			212	3163			206	368	
v/s Ratio Prot		0.02	0.37			c0.05	0.37			c0.08	0.02	
v/s Ratio Perm		0.26				c0.43						
v/c Ratio		0.42	0.60			0.67	0.57			0.70	0.07	
Uniform Delay, d1		10.7	16.7			15.2	15.0			63.8	44.8	
Progression Factor		0.89	1.18			1.00	1.00			1.00	1.00	
Incremental Delay, d2		0.5	0.8			6.0	0.7			10.4	0.1	
Delay (s)		10.1	20.5			21.2	15.8			74.2	44.9	
Level of Service		B	C			C	B			E	D	
Approach Delay (s)			20.1				16.2			62.0		
Approach LOS			C				B			E		

Intersection Summary			
HCM 2000 Control Delay	20.8	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.68		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	90.9%	ICU Level of Service	E
Analysis Period (min)	15		

! Phase conflict between lane groups.
c Critical Lane Group



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	0
Future Volume (vph)	0	0
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	7.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	1.00	
Flt Protected	0.95	
Satd. Flow (prot)	1770	
Flt Permitted	0.95	
Satd. Flow (perm)	1770	
Peak-hour factor, PHF	0.75	0.75
Adj. Flow (vph)	0	0
RTOR Reduction (vph)	0	0
Lane Group Flow (vph)	4	0
Confl. Peds. (#/hr)		31
Confl. Bikes (#/hr)		3
Turn Type	NA	
Protected Phases	3	
Permitted Phases		
Actuated Green, G (s)	1.4	
Effective Green, g (s)	1.4	
Actuated g/C Ratio	0.01	
Clearance Time (s)	7.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	16	
v/s Ratio Prot	c0.00	
v/s Ratio Perm		
v/c Ratio	0.25	
Uniform Delay, d1	73.8	
Progression Factor	1.00	
Incremental Delay, d2	5.9	
Delay (s)	79.7	
Level of Service	E	
Approach Delay (s)	79.7	
Approach LOS	E	

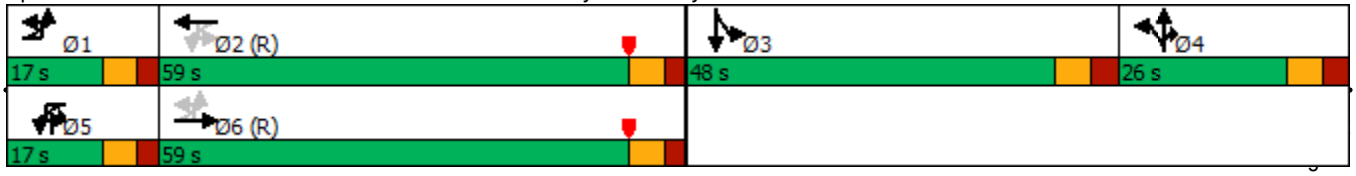
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	56	15	1476	136	1	134	1720	9	132	0	94	3
Future Volume (vph)	56	15	1476	136	1	134	1720	9	132	0	94	3
Confl. Peds. (#/hr)	31	2		11	1	11		2	31		1	1
Confl. Bikes (#/hr)				3				13				
Peak Hour Factor	0.89	0.89	0.89	0.89	0.96	0.96	0.96	0.96	0.91	0.91	0.91	0.75
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	80	1811	0	0	141	1801	0	0	145	103	0
Turn Type	pm+pt	pm+pt	NA		pm+pt	pm+pt	NA		Split	NA	pt+ov	Split
Protected Phases	1	1	6		5!	5	2		4	4	4 5!	3
Permitted Phases	6	6			2!	2						
Detector Phase	1	1	6		5	5	2		4	4	4 5	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	7.0		5.0	5.0	7.0		7.0	7.0		7.0
Minimum Split (s)	11.2	11.2	29.5		11.2	11.2	29.5		14.1	14.1		47.0
Total Split (s)	17.0	17.0	59.0		17.0	17.0	59.0		26.0	26.0		48.0
Total Split (%)	11.3%	11.3%	39.3%		11.3%	11.3%	39.3%		17.3%	17.3%		32.0%
Yellow Time (s)	3.7	3.7	4.0		3.7	3.7	4.0		4.0	4.0		4.0
All-Red Time (s)	2.5	2.5	2.5		2.5	2.5	2.5		3.1	3.1		3.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.2	6.5			6.2	6.5			7.1		
Lead/Lag	Lead	Lead	Lag		Lead	Lead	Lag		Lag	Lag		Lead
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes	Yes		Yes	Yes		Yes
Recall Mode	None	None	C-Max		None	None	C-Max		None	None		None
v/c Ratio		0.41	0.56			0.65	0.54			0.70	0.24	
Control Delay		11.4	19.0			28.2	14.5			81.3	8.1	
Queue Delay		0.0	0.0			0.0	0.0			0.0	0.0	
Total Delay		11.4	19.0			28.2	14.5			81.3	8.1	
Queue Length 50th (ft)		11	433			27	278			139	0	
Queue Length 95th (ft)		57	688			121	512			208	45	
Internal Link Dist (ft)			291				746			1372		
Turn Bay Length (ft)		100				50						
Base Capacity (vph)		233	3216			238	3344			237	438	
Starvation Cap Reductn		0	0			0	0			0	0	
Spillback Cap Reductn		0	0			0	0			0	0	
Storage Cap Reductn		0	0			0	0			0	0	
Reduced v/c Ratio		0.34	0.56			0.59	0.54			0.61	0.24	

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 146 (97%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 135
Control Type: Actuated-Coordinated
! Phase conflict between lane groups.

Splits and Phases: 1: E Treasure Drive & John F Kennedy Causeway





Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	0
Future Volume (vph)	0	0
Confl. Peds. (#/hr)		31
Confl. Bikes (#/hr)		3
Peak Hour Factor	0.75	0.75
Shared Lane Traffic (%)		
Lane Group Flow (vph)	4	0
Turn Type	NA	
Protected Phases	3	
Permitted Phases		
Detector Phase	3	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	47.0	
Total Split (s)	48.0	
Total Split (%)	32.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	3.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	7.0	
Lead/Lag	Lead	
Lead-Lag Optimize?	Yes	
Recall Mode	None	
v/c Ratio	0.05	
Control Delay	69.7	
Queue Delay	0.0	
Total Delay	69.7	
Queue Length 50th (ft)	4	
Queue Length 95th (ft)	14	
Internal Link Dist (ft)	253	
Turn Bay Length (ft)		
Base Capacity (vph)	483	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.01	

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	9	92	1622	3	3	4	1395	24	7	0	0	32
Future Volume (vph)	9	92	1622	3	3	4	1395	24	7	0	0	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	11	12	12	12	12
Total Lost time (s)		6.0	6.0			6.0	6.0			6.0		
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00		
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Frt		1.00	1.00			1.00	1.00			1.00		
Flt Protected		0.95	1.00			0.95	1.00			0.95		
Satd. Flow (prot)		1744	4963			1745	4951			1805		
Flt Permitted		0.14	1.00			0.09	1.00			0.58		
Satd. Flow (perm)		264	4963			173	4951			1098		
Peak-hour factor, PHF	0.87	0.87	0.87	0.87	0.93	0.93	0.93	0.93	0.75	0.75	0.75	0.92
Adj. Flow (vph)	10	106	1864	3	3	4	1500	26	9	0	0	35
RTOR Reduction (vph)	0	0	0	0	0	0	1	0	0	0	0	0
Lane Group Flow (vph)	0	116	1867	0	0	7	1525	0	0	9	0	0
Confl. Peds. (#/hr)		1		1		1		1				
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Actuated Green, G (s)		114.0	114.0			114.0	114.0			24.0		
Effective Green, g (s)		114.0	114.0			114.0	114.0			24.0		
Actuated g/C Ratio		0.76	0.76			0.76	0.76			0.16		
Clearance Time (s)		6.0	6.0			6.0	6.0			6.0		
Vehicle Extension (s)		1.0	1.0			1.0	1.0			2.5		
Lane Grp Cap (vph)		200	3771			131	3762			175		
v/s Ratio Prot			0.38				0.31					
v/s Ratio Perm		c0.44				0.04				0.01		
v/c Ratio		0.58	0.50			0.05	0.41			0.05		
Uniform Delay, d1		7.7	6.9			4.5	6.2			53.4		
Progression Factor		1.00	1.00			0.70	0.69			1.00		
Incremental Delay, d2		11.7	0.5			0.7	0.3			0.6		
Delay (s)		19.4	7.4			3.9	4.6			53.9		
Level of Service		B	A			A	A			D		
Approach Delay (s)			8.1				4.6			53.9		
Approach LOS			A				A			D		

Intersection Summary			
HCM 2000 Control Delay	8.4	HCM 2000 Level of Service	A
HCM 2000 Volume to Capacity ratio	0.52		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	58.3%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	80
Future Volume (vph)	0	80
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	6.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	0.90	
Flt Protected	0.99	
Satd. Flow (prot)	1693	
Flt Permitted	0.91	
Satd. Flow (perm)	1560	
Peak-hour factor, PHF	0.92	0.92
Adj. Flow (vph)	0	87
RTOR Reduction (vph)	60	0
Lane Group Flow (vph)	62	0
Confl. Peds. (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Actuated Green, G (s)	24.0	
Effective Green, g (s)	24.0	
Actuated g/C Ratio	0.16	
Clearance Time (s)	6.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	249	
v/s Ratio Prot		
v/s Ratio Perm	c0.04	
v/c Ratio	0.25	
Uniform Delay, d1	55.1	
Progression Factor	1.00	
Incremental Delay, d2	2.4	
Delay (s)	57.5	
Level of Service	E	
Approach Delay (s)	57.5	
Approach LOS	E	

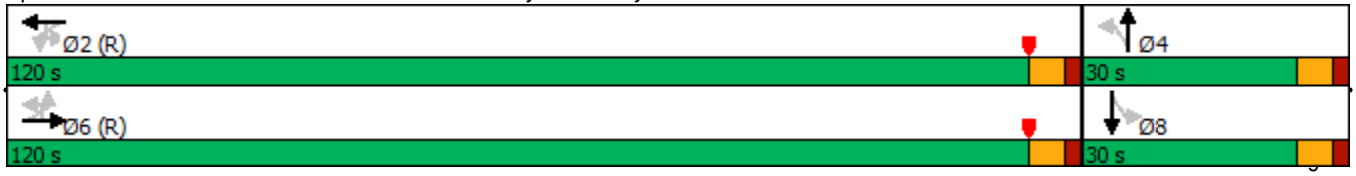
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	9	92	1622	3	3	4	1395	24	7	0	0	32
Future Volume (vph)	9	92	1622	3	3	4	1395	24	7	0	0	32
Confl. Peds. (#/hr)		1		1		1		1				
Peak Hour Factor	0.87	0.87	0.87	0.87	0.93	0.93	0.93	0.93	0.75	0.75	0.75	0.92
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	116	1867	0	0	7	1526	0	0	9	0	0
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Detector Phase	6	6	6		2	2	2		4	4		8
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0		7.0	7.0	7.0		7.0	7.0		7.0
Minimum Split (s)	29.0	29.0	29.0		29.0	29.0	29.0		42.0	42.0		42.0
Total Split (s)	120.0	120.0	120.0		120.0	120.0	120.0		30.0	30.0		30.0
Total Split (%)	80.0%	80.0%	80.0%		80.0%	80.0%	80.0%		20.0%	20.0%		20.0%
Yellow Time (s)	4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0		4.0
All-Red Time (s)	2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0		2.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.0	6.0			6.0	6.0			6.0		
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Max	C-Max	C-Max		C-Max	C-Max	C-Max		Max	Max		Max
v/c Ratio		0.58	0.49			0.05	0.41			0.05		
Control Delay		21.5	7.5			4.1	4.6			54.4		
Queue Delay		0.0	0.0			0.0	0.0			0.0		
Total Delay		21.5	7.5			4.1	4.6			54.4		
Queue Length 50th (ft)		43	228			1	142			8		
Queue Length 95th (ft)		112	241			m2	80			21		
Internal Link Dist (ft)			1132				280			522		
Turn Bay Length (ft)		50				50						
Base Capacity (vph)		200	3772			131	3761			175		
Starvation Cap Reductn		0	0			0	0			0		
Spillback Cap Reductn		0	0			0	0			0		
Storage Cap Reductn		0	0			0	0			0		
Reduced v/c Ratio		0.58	0.49			0.05	0.41			0.05		

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 100
Control Type: Actuated-Coordinated
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: 1800 Block & John F Kennedy Causeway





Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	80
Future Volume (vph)	0	80
Confl. Peds. (#/hr)		
Peak Hour Factor	0.92	0.92
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	122	0
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Detector Phase	8	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	42.0	
Total Split (s)	30.0	
Total Split (%)	20.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	2.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	6.0	
Lead/Lag		
Lead-Lag Optimize?		
Recall Mode	Max	
v/c Ratio	0.39	
Control Delay	28.9	
Queue Delay	0.0	
Total Delay	28.9	
Queue Length 50th (ft)	44	
Queue Length 95th (ft)	110	
Internal Link Dist (ft)	159	
Turn Bay Length (ft)		
Base Capacity (vph)	309	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.39	

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	16	116	1588	8	7	2	1853	36	2	0	0	38
Future Volume (vph)	16	116	1588	8	7	2	1853	36	2	0	0	38
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	11	12	12	12	12
Total Lost time (s)		6.0	6.0			6.0	6.0			6.0		
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00		
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Frt		1.00	1.00			1.00	1.00			1.00		
Flt Protected		0.95	1.00			0.95	1.00			0.95		
Satd. Flow (prot)		1745	5010			1745	4949			1805		
Flt Permitted		0.07	1.00			0.10	1.00			0.58		
Satd. Flow (perm)		126	5010			176	4949			1107		
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.94	0.94	0.94	0.94	0.25	0.25	0.25	0.65
Adj. Flow (vph)	18	129	1764	9	7	2	1971	38	8	0	0	58
RTOR Reduction (vph)	0	0	0	0	0	0	1	0	0	0	0	0
Lane Group Flow (vph)	0	147	1773	0	0	9	2008	0	0	8	0	0
Confl. Peds. (#/hr)		1		1		1		1				
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	10%
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Actuated Green, G (s)		102.0	102.0			102.0	102.0			36.0		
Effective Green, g (s)		102.0	102.0			102.0	102.0			36.0		
Actuated g/C Ratio		0.68	0.68			0.68	0.68			0.24		
Clearance Time (s)		6.0	6.0			6.0	6.0			6.0		
Vehicle Extension (s)		1.0	1.0			1.0	1.0			2.5		
Lane Grp Cap (vph)		85	3406			119	3365			265		
v/s Ratio Prot			0.35				0.41					
v/s Ratio Perm		c1.16				0.05				0.01		
v/c Ratio		1.73	0.52			0.08	0.60			0.03		
Uniform Delay, d1		24.0	11.9			8.1	12.9			43.6		
Progression Factor		1.00	1.00			1.53	1.07			1.00		
Incremental Delay, d2		372.5	0.6			1.1	0.7			0.2		
Delay (s)		396.5	12.5			13.5	14.5			43.8		
Level of Service		F	B			B	B			D		
Approach Delay (s)			41.9				14.5			43.8		
Approach LOS			D				B			D		

Intersection Summary			
HCM 2000 Control Delay	28.8	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	1.38		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	64.8%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	69
Future Volume (vph)	0	69
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	6.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	0.91	
Flt Protected	0.98	
Satd. Flow (prot)	1646	
Flt Permitted	0.89	
Satd. Flow (perm)	1485	
Peak-hour factor, PHF	0.65	0.65
Adj. Flow (vph)	0	106
RTOR Reduction (vph)	17	0
Lane Group Flow (vph)	147	0
Confl. Peds. (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Actuated Green, G (s)	36.0	
Effective Green, g (s)	36.0	
Actuated g/C Ratio	0.24	
Clearance Time (s)	6.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	356	
v/s Ratio Prot		
v/s Ratio Perm	c0.10	
v/c Ratio	0.41	
Uniform Delay, d1	48.1	
Progression Factor	1.00	
Incremental Delay, d2	3.5	
Delay (s)	51.6	
Level of Service	D	
Approach Delay (s)	51.6	
Approach LOS	D	

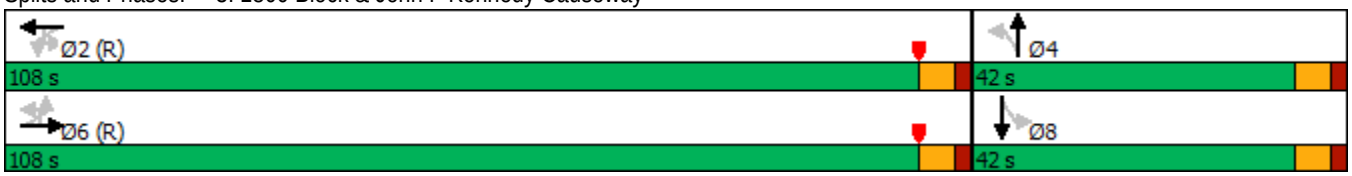
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	16	116	1588	8	7	2	1853	36	2	0	0	38
Future Volume (vph)	16	116	1588	8	7	2	1853	36	2	0	0	38
Confl. Peds. (#/hr)		1		1		1		1				
Peak Hour Factor	0.90	0.90	0.90	0.90	0.94	0.94	0.94	0.94	0.25	0.25	0.25	0.65
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	10%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	147	1773	0	0	9	2009	0	0	8	0	0
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Detector Phase	6	6	6		2	2	2		4	4		8
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0		7.0	7.0	7.0		7.0	7.0		7.0
Minimum Split (s)	29.0	29.0	29.0		29.0	29.0	29.0		42.0	42.0		42.0
Total Split (s)	108.0	108.0	108.0		108.0	108.0	108.0		42.0	42.0		42.0
Total Split (%)	72.0%	72.0%	72.0%		72.0%	72.0%	72.0%		28.0%	28.0%		28.0%
Yellow Time (s)	4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0		4.0
All-Red Time (s)	2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0		2.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.0	6.0			6.0	6.0			6.0		
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Max	C-Max	C-Max		C-Max	C-Max	C-Max		Max	Max		Max
v/c Ratio		1.71	0.52			0.08	0.60			0.03		
Control Delay		386.3	12.5			14.4	14.6			44.5		
Queue Delay		0.0	0.0			0.0	0.1			0.0		
Total Delay		386.3	12.5			14.4	14.7			44.5		
Queue Length 50th (ft)		~126	292			3	275			6		
Queue Length 95th (ft)		#278	327			m10	460			6		
Internal Link Dist (ft)			1132				280			522		
Turn Bay Length (ft)		50				50						
Base Capacity (vph)		86	3405			119	3365			265		
Starvation Cap Reductn		0	0			0	282			0		
Spillback Cap Reductn		0	0			0	0			0		
Storage Cap Reductn		0	0			0	0			0		
Reduced v/c Ratio		1.71	0.52			0.08	0.65			0.03		

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 150
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: 1800 Block & John F Kennedy Causeway



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	69
Future Volume (vph)	0	69
Confl. Peds. (#/hr)		
Peak Hour Factor	0.65	0.65
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	164	0
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Detector Phase	8	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	42.0	
Total Split (s)	42.0	
Total Split (%)	28.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	2.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	6.0	
Lead/Lag		
Lead-Lag Optimize?		
Recall Mode	Max	
v/c Ratio	0.44	
Control Delay	46.0	
Queue Delay	0.0	
Total Delay	46.0	
Queue Length 50th (ft)	119	
Queue Length 95th (ft)	128	
Internal Link Dist (ft)	159	
Turn Bay Length (ft)		
Base Capacity (vph)	372	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.44	

Intersection Summary

Future with Project Conditions



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	35	9	1563	107	119	1195	4	217	1	183	3	4
Future Volume (vph)	35	9	1563	107	119	1195	4	217	1	183	3	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	11	11	12	12	12	12	12	12
Total Lost time (s)		6.2	6.5		6.2	6.5			7.1	7.1		7.0
Lane Util. Factor		1.00	0.91		1.00	0.91			1.00	1.00		1.00
Frpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Flpb, ped/bikes		1.00	1.00		1.00	1.00			1.00	1.00		1.00
Frt		1.00	0.99		1.00	1.00			1.00	0.85		1.00
Flt Protected		0.95	1.00		0.95	1.00			0.95	1.00		0.98
Satd. Flow (prot)		1744	4762		1745	4913			1792	1583		1859
Flt Permitted		0.18	1.00		0.05	1.00			0.95	1.00		0.98
Satd. Flow (perm)		326	4762		91	4913			1792	1583		1859
Peak-hour factor, PHF	0.88	0.88	0.88	0.88	0.96	0.96	0.96	0.85	0.85	0.85	0.44	0.44
Adj. Flow (vph)	40	10	1776	122	124	1245	4	255	1	215	7	9
RTOR Reduction (vph)	0	0	4	0	0	0	0	0	0	142	0	0
Lane Group Flow (vph)	0	50	1894	0	124	1249	0	0	256	73	0	16
Confl. Peds. (#/hr)		20		20	20		20					
Confl. Bikes (#/hr)										3		
Heavy Vehicles (%)	0%	0%	4%	3%	0%	2%	0%	1%	0%	2%	0%	0%
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Split	NA	pt+ov	Split	NA
Protected Phases	1	1	6		5	2		4	4	4 5!	3	3
Permitted Phases	6	6			2							
Actuated Green, G (s)		81.4	76.2		91.0	81.0			34.0	51.1		3.0
Effective Green, g (s)		81.4	76.2		91.0	81.0			34.0	51.1		3.0
Actuated g/C Ratio		0.54	0.51		0.61	0.54			0.23	0.34		0.02
Clearance Time (s)		6.2	6.5		6.2	6.5			7.1			7.0
Vehicle Extension (s)		2.0	1.0		2.0	1.0			3.0			2.5
Lane Grp Cap (vph)		226	2419		165	2653			406	539		37
v/s Ratio Prot		0.01	c0.40		c0.05	c0.25			c0.14	0.05		c0.01
v/s Ratio Perm		0.11			0.41							
v/c Ratio		0.22	0.78		0.75	0.47			0.63	0.14		0.43
Uniform Delay, d1		16.7	30.1		36.5	21.3			52.3	34.2		72.7
Progression Factor		0.69	0.79		1.00	1.00			1.00	1.00		1.00
Incremental Delay, d2		0.2	2.4		15.6	0.6			3.2	0.1		5.8
Delay (s)		11.7	26.1		52.2	21.9			55.5	34.3		78.5
Level of Service		B	C		D	C			E	C		E
Approach Delay (s)			25.7			24.6			45.8			78.5
Approach LOS			C			C			D			E

Intersection Summary			
HCM 2000 Control Delay	28.0	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.73		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	78.8%	ICU Level of Service	D
Analysis Period (min)	15		

! Phase conflict between lane groups.
c Critical Lane Group



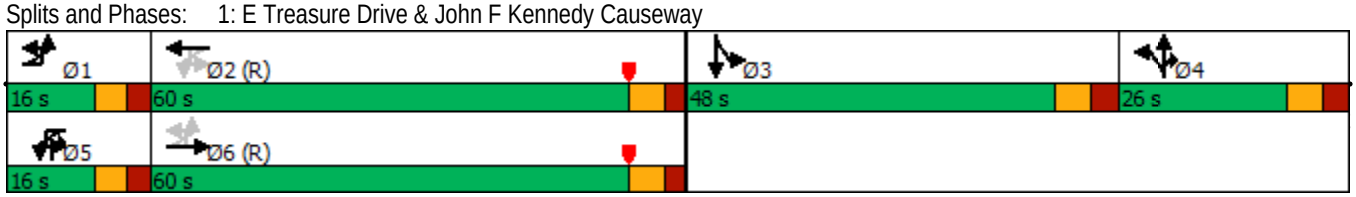
Movement	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Ideal Flow (vphpl)	1900
Lane Width	12
Total Lost time (s)	
Lane Util. Factor	
Frpb, ped/bikes	
Flpb, ped/bikes	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.44
Adj. Flow (vph)	0
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Confl. Peds. (#/hr)	
Confl. Bikes (#/hr)	3
Heavy Vehicles (%)	0%
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	35	9	1563	107	119	1195	4	217	1	183	3	4
Future Volume (vph)	35	9	1563	107	119	1195	4	217	1	183	3	4
Confl. Peds. (#/hr)		20		20	20		20					
Confl. Bikes (#/hr)										3		
Peak Hour Factor	0.88	0.88	0.88	0.88	0.96	0.96	0.96	0.85	0.85	0.85	0.44	0.44
Heavy Vehicles (%)	0%	0%	4%	3%	0%	2%	0%	1%	0%	2%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	50	1898	0	124	1249	0	0	256	215	0	16
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Split	NA	pt+ov	Split	NA
Protected Phases	1	1	6		5	2		4	4	4 5!	3	3
Permitted Phases	6	6			2							
Detector Phase	1	1	6		5	2		4	4	4 5	3	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	7.0		5.0	7.0		7.0	7.0		7.0	7.0
Minimum Split (s)	11.2	11.2	29.5		11.2	29.5		14.1	14.1		47.0	47.0
Total Split (s)	16.0	16.0	60.0		16.0	60.0		26.0	26.0		48.0	48.0
Total Split (%)	10.7%	10.7%	40.0%		10.7%	40.0%		17.3%	17.3%		32.0%	32.0%
Yellow Time (s)	3.7	3.7	4.0		3.7	4.0		4.0	4.0		4.0	4.0
All-Red Time (s)	2.5	2.5	2.5		2.5	2.5		3.1	3.1		3.0	3.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0			0.0			0.0
Total Lost Time (s)		6.2	6.5		6.2	6.5			7.1			7.0
Lead/Lag	Lead	Lead	Lag		Lead	Lag		Lag	Lag		Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes		Yes	Yes		Yes	Yes
Recall Mode	None	None	C-Max		None	C-Max		None	None		None	None
v/c Ratio		0.20	0.74		0.74	0.44			0.63	0.32		0.18
Control Delay		9.9	24.4		56.3	20.2			60.4	5.1		73.1
Queue Delay		0.0	0.0		0.0	0.0			0.0	0.0		0.0
Total Delay		9.9	24.4		56.3	20.2			60.4	5.1		73.1
Queue Length 50th (ft)		7	443		64	222			231	0		15
Queue Length 95th (ft)		25	680		144	353			302	43		20
Internal Link Dist (ft)			291			746			170			253
Turn Bay Length (ft)		100			50							
Base Capacity (vph)		289	2554		181	2830			406	684		508
Starvation Cap Reductn		0	0		0	0			0	0		0
Spillback Cap Reductn		0	0		0	0			0	0		0
Storage Cap Reductn		0	0		0	0			0	0		0
Reduced v/c Ratio		0.17	0.74		0.69	0.44			0.63	0.31		0.03

Intersection Summary
Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated

! Phase conflict between lane groups.

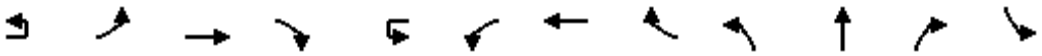
Splits and Phases: 1: E Treasure Drive & John F Kennedy Causeway





Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	0
Future Volume (vph)	0
Confl. Peds. (#/hr)	
Confl. Bikes (#/hr)	3
Peak Hour Factor	0.44
Heavy Vehicles (%)	0%
Shared Lane Traffic (%)	
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Detector Phase	
Switch Phase	
Minimum Initial (s)	
Minimum Split (s)	
Total Split (s)	
Total Split (%)	
Yellow Time (s)	
All-Red Time (s)	
Lost Time Adjust (s)	
Total Lost Time (s)	
Lead/Lag	
Lead-Lag Optimize?	
Recall Mode	
v/c Ratio	
Control Delay	
Queue Delay	
Total Delay	
Queue Length 50th (ft)	
Queue Length 95th (ft)	
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	
Starvation Cap Reductn	
Spillback Cap Reductn	
Storage Cap Reductn	
Reduced v/c Ratio	

Intersection Summary



Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	107	15	1503	140	1	157	1738	9	161	0	102	3
Future Volume (vph)	107	15	1503	140	1	157	1738	9	161	0	102	3
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	12	12	12	12	12
Total Lost time (s)		6.2	6.5			6.2	6.5			7.1	6.2	
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00	1.00	
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00	0.99	
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00	1.00	
Frt		1.00	0.99			1.00	1.00			1.00	0.85	
Flt Protected		0.95	1.00			0.95	1.00			0.95	1.00	
Satd. Flow (prot)		1745	4848			1711	4864			1805	1565	
Flt Permitted		0.08	1.00			0.07	1.00			0.95	1.00	
Satd. Flow (perm)		144	4848			127	4864			1805	1565	
Peak-hour factor, PHF	0.89	0.89	0.89	0.89	0.96	0.96	0.96	0.96	0.91	0.91	0.91	0.75
Adj. Flow (vph)	120	17	1689	157	1	164	1810	9	177	0	112	4
RTOR Reduction (vph)	0	0	5	0	0	0	0	0	0	0	86	0
Lane Group Flow (vph)	0	137	1841	0	0	165	1819	0	0	177	26	0
Confl. Peds. (#/hr)	2	10		10	2	10		10	2		2	2
Confl. Bikes (#/hr)											5	
Heavy Vehicles (%)	0%	0%	2%	0%	0%	2%	3%	0%	0%	0%	2%	0%
Turn Type	pm+pt	pm+pt	NA		pm+pt	pm+pt	NA		Split	NA	pm+ov	Split
Protected Phases	1	1	6		5!	5	2		4	4	5!	3
Permitted Phases	6	6			2!	2					4	
Actuated Green, G (s)		99.7	87.2			103.1	88.9			20.4	34.6	
Effective Green, g (s)		99.7	87.2			103.1	88.9			20.4	34.6	
Actuated g/C Ratio		0.66	0.58			0.69	0.59			0.14	0.23	
Clearance Time (s)		6.2	6.5			6.2	6.5			7.1	6.2	
Vehicle Extension (s)		2.0	1.0			2.0	1.0			3.0	2.0	
Lane Grp Cap (vph)		229	2818			237	2882			245	360	
v/s Ratio Prot		0.05	0.38			c0.07	0.37			c0.10	0.01	
v/s Ratio Perm		0.35				c0.41					0.01	
v/c Ratio		0.60	0.65			0.70	0.63			0.72	0.07	
Uniform Delay, d1		16.4	21.2			29.0	19.9			62.1	45.1	
Progression Factor		0.74	1.19			1.00	1.00			1.00	1.00	
Incremental Delay, d2		2.5	1.1			7.0	1.1			10.1	0.0	
Delay (s)		14.6	26.2			36.0	20.9			72.1	45.2	
Level of Service		B	C			D	C			E	D	
Approach Delay (s)			25.4				22.2			61.7		
Approach LOS			C				C			E		

Intersection Summary			
HCM 2000 Control Delay	26.4	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.70		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	26.8
Intersection Capacity Utilization	76.7%	ICU Level of Service	D
Analysis Period (min)	15		

! Phase conflict between lane groups.
c Critical Lane Group



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	0
Future Volume (vph)	0	0
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	7.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	1.00	
Flt Protected	0.95	
Satd. Flow (prot)	1805	
Flt Permitted	0.95	
Satd. Flow (perm)	1805	
Peak-hour factor, PHF	0.75	0.75
Adj. Flow (vph)	0	0
RTOR Reduction (vph)	0	0
Lane Group Flow (vph)	4	0
Confl. Peds. (#/hr)		2
Confl. Bikes (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	3	
Permitted Phases		
Actuated Green, G (s)	1.4	
Effective Green, g (s)	1.4	
Actuated g/C Ratio	0.01	
Clearance Time (s)	7.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	16	
v/s Ratio Prot	c0.00	
v/s Ratio Perm		
v/c Ratio	0.25	
Uniform Delay, d1	73.8	
Progression Factor	1.00	
Incremental Delay, d2	5.9	
Delay (s)	79.7	
Level of Service	E	
Approach Delay (s)	79.7	
Approach LOS	E	

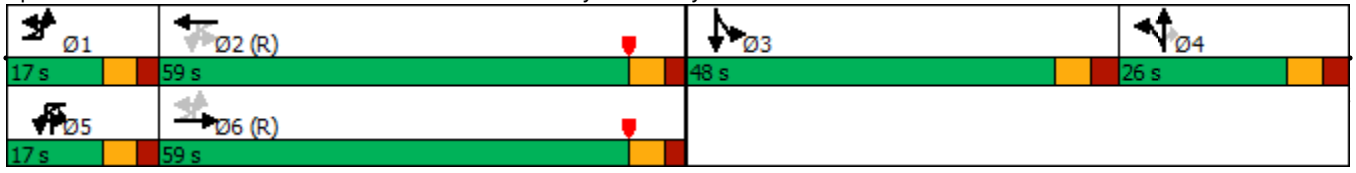
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	107	15	1503	140	1	157	1738	9	161	0	102	3
Future Volume (vph)	107	15	1503	140	1	157	1738	9	161	0	102	3
Confl. Peds. (#/hr)	2	10		10	2	10		10	2		2	2
Confl. Bikes (#/hr)											5	
Peak Hour Factor	0.89	0.89	0.89	0.89	0.96	0.96	0.96	0.96	0.91	0.91	0.91	0.75
Heavy Vehicles (%)	0%	0%	2%	0%	0%	2%	3%	0%	0%	0%	2%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	137	1846	0	0	165	1819	0	0	177	112	0
Turn Type	pm+pt	pm+pt	NA		pm+pt	pm+pt	NA		Split	NA	pm+ov	Split
Protected Phases	1	1	6		5!	5	2		4	4	5!	3
Permitted Phases	6	6			2!	2					4	
Detector Phase	1	1	6		5	5	2		4	4	5	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	7.0		5.0	5.0	7.0		7.0	7.0	5.0	7.0
Minimum Split (s)	11.2	11.2	29.5		11.2	11.2	29.5		14.1	14.1	11.2	47.0
Total Split (s)	17.0	17.0	59.0		17.0	17.0	59.0		26.0	26.0	17.0	48.0
Total Split (%)	11.3%	11.3%	39.3%		11.3%	11.3%	39.3%		17.3%	17.3%	11.3%	32.0%
Yellow Time (s)	3.7	3.7	4.0		3.7	3.7	4.0		4.0	4.0	3.7	4.0
All-Red Time (s)	2.5	2.5	2.5		2.5	2.5	2.5		3.1	3.1	2.5	3.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0	0.0	
Total Lost Time (s)		6.2	6.5			6.2	6.5			7.1	6.2	
Lead/Lag	Lead	Lead	Lag		Lead	Lead	Lag		Lag	Lag	Lead	Lead
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes	Yes		Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Max		None	None	C-Max		None	None	None	None
v/c Ratio		0.58	0.61			0.68	0.59			0.72	0.25	
Control Delay		21.6	24.2			40.4	19.6			78.4	7.0	
Queue Delay		0.0	0.0			0.0	0.0			0.0	0.0	
Total Delay		21.6	24.2			40.4	19.6			78.4	7.0	
Queue Length 50th (ft)		15	495			71	348			168	0	
Queue Length 95th (ft)		121	715			171	597			244	43	
Internal Link Dist (ft)			291				746			176		
Turn Bay Length (ft)		100				50						
Base Capacity (vph)		246	3004			241	3065			260	455	
Starvation Cap Reductn		0	0			0	0			0	0	
Spillback Cap Reductn		0	0			0	0			0	0	
Storage Cap Reductn		0	0			0	0			0	0	
Reduced v/c Ratio		0.56	0.61			0.68	0.59			0.68	0.25	

Intersection Summary
Cycle Length: 150
Actuated Cycle Length: 150
Offset: 146 (97%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated

! Phase conflict between lane groups.

Splits and Phases: 1: E Treasure Drive & John F Kennedy Causeway



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	0
Future Volume (vph)	0	0
Confl. Peds. (#/hr)		2
Confl. Bikes (#/hr)		
Peak Hour Factor	0.75	0.75
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	4	0
Turn Type	NA	
Protected Phases	3	
Permitted Phases		
Detector Phase	3	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	47.0	
Total Split (s)	48.0	
Total Split (%)	32.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	3.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	7.0	
Lead/Lag	Lead	
Lead-Lag Optimize?	Yes	
Recall Mode	None	
v/c Ratio	0.05	
Control Delay	69.7	
Queue Delay	0.0	
Total Delay	69.7	
Queue Length 50th (ft)	4	
Queue Length 95th (ft)	14	
Internal Link Dist (ft)	253	
Turn Bay Length (ft)		
Base Capacity (vph)	493	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.01	

Intersection Summary

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1660	63	11	1466	0	0	0	56	0	0	0
Future Vol, veh/h	0	1660	63	11	1466	0	0	0	56	0	0	0
Conflicting Peds, #/hr	6	0	10	10	0	6	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	50	-	-	95	-	-	-	-	0	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	1747	66	12	1543	0	0	0	59	0	0	0

Major/Minor	Major1			Major2			Minor1		
Conflicting Flow All	1549	0	0	1823	0	0	-	-	917
Stage 1	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-
Critical Hdwy	5.34	-	-	5.34	-	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.12	-	-	3.12	-	-	-	-	3.92
Pot Cap-1 Maneuver	211	-	-	154	-	-	0	0	236
Stage 1	-	-	-	-	-	-	0	0	-
Stage 2	-	-	-	-	-	-	0	0	-
Platoon blocked, %		-	-		-	-			
Mov Cap-1 Maneuver	211	-	-	153	-	-	-	0	234
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	0	-
Stage 1	-	-	-	-	-	-	-	0	-
Stage 2	-	-	-	-	-	-	-	0	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.2	25.5
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR
Capacity (veh/h)	234	211	-	-	153	-	-
HCM Lane V/C Ratio	0.252	-	-	-	0.076	-	-
HCM Control Delay (s)	25.5	0	-	-	30.4	-	-
HCM Lane LOS	D	A	-	-	D	-	-
HCM 95th %tile Q(veh)	1	0	-	-	0.2	-	-

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1616	121	22	1957	0	0	0	106	0	0	0
Future Vol, veh/h	0	1616	121	22	1957	0	0	0	106	0	0	0
Conflicting Peds, #/hr	6	0	10	10	0	6	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	50	-	-	95	-	-	-	-	0	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	1701	127	23	2060	0	0	0	112	0	0	0

Major/Minor	Major1			Major2			Minor1		
Conflicting Flow All	2066	0	0	1838	0	0	-	-	924
Stage 1	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-
Critical Hdwy	5.34	-	-	5.34	-	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.12	-	-	3.12	-	-	-	-	3.92
Pot Cap-1 Maneuver	116	-	-	151	-	-	0	0	233
Stage 1	-	-	-	-	-	-	0	0	-
Stage 2	-	-	-	-	-	-	0	0	-
Platoon blocked, %		-	-		-	-			
Mov Cap-1 Maneuver	116	-	-	150	-	-	-	0	231
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	0	-
Stage 1	-	-	-	-	-	-	-	0	-
Stage 2	-	-	-	-	-	-	-	0	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.4	34.3
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR
Capacity (veh/h)	231	116	-	-	150	-	-
HCM Lane V/C Ratio	0.483	-	-	-	0.154	-	-
HCM Control Delay (s)	34.3	0	-	-	33.3	-	-
HCM Lane LOS	D	A	-	-	D	-	-
HCM 95th %tile Q(veh)	2.4	0	-	-	0.5	-	-

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	9	92	1680	3	3	4	1455	24	7	0	0	32
Future Volume (vph)	9	92	1680	3	3	4	1455	24	7	0	0	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	11	12	12	12	12
Total Lost time (s)		6.0	6.0			6.0	6.0			6.0		
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00		
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Frt		1.00	1.00			1.00	1.00			1.00		
Flt Protected		0.95	1.00			0.95	1.00			0.95		
Satd. Flow (prot)		1744	4963			1745	4951			1805		
Flt Permitted		0.13	1.00			0.09	1.00			0.58		
Satd. Flow (perm)		244	4963			158	4951			1098		
Peak-hour factor, PHF	0.87	0.87	0.87	0.87	0.93	0.93	0.93	0.93	0.75	0.75	0.75	0.92
Adj. Flow (vph)	10	106	1931	3	3	4	1565	26	9	0	0	35
RTOR Reduction (vph)	0	0	0	0	0	0	1	0	0	0	0	0
Lane Group Flow (vph)	0	116	1934	0	0	7	1590	0	0	9	0	0
Confl. Peds. (#/hr)		1		1		1		1				
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Actuated Green, G (s)		114.0	114.0			114.0	114.0			24.0		
Effective Green, g (s)		114.0	114.0			114.0	114.0			24.0		
Actuated g/C Ratio		0.76	0.76			0.76	0.76			0.16		
Clearance Time (s)		6.0	6.0			6.0	6.0			6.0		
Vehicle Extension (s)		1.0	1.0			1.0	1.0			2.5		
Lane Grp Cap (vph)		185	3771			120	3762			175		
v/s Ratio Prot			0.39				0.32					
v/s Ratio Perm		c0.48				0.04				0.01		
v/c Ratio		0.63	0.51			0.06	0.42			0.05		
Uniform Delay, d1		8.3	7.1			4.5	6.4			53.4		
Progression Factor		1.00	1.00			0.60	0.62			1.00		
Incremental Delay, d2		15.0	0.5			0.8	0.3			0.6		
Delay (s)		23.3	7.6			3.6	4.3			53.9		
Level of Service		C	A			A	A			D		
Approach Delay (s)			8.5				4.3			53.9		
Approach LOS			A				A			D		

Intersection Summary			
HCM 2000 Control Delay	8.4	HCM 2000 Level of Service	A
HCM 2000 Volume to Capacity ratio	0.56		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	59.4%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	80
Future Volume (vph)	0	80
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	6.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	0.90	
Flt Protected	0.99	
Satd. Flow (prot)	1693	
Flt Permitted	0.91	
Satd. Flow (perm)	1560	
Peak-hour factor, PHF	0.92	0.92
Adj. Flow (vph)	0	87
RTOR Reduction (vph)	57	0
Lane Group Flow (vph)	65	0
Confl. Peds. (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Actuated Green, G (s)	24.0	
Effective Green, g (s)	24.0	
Actuated g/C Ratio	0.16	
Clearance Time (s)	6.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	249	
v/s Ratio Prot		
v/s Ratio Perm	c0.04	
v/c Ratio	0.26	
Uniform Delay, d1	55.2	
Progression Factor	1.00	
Incremental Delay, d2	2.5	
Delay (s)	57.8	
Level of Service	E	
Approach Delay (s)	57.8	
Approach LOS	E	

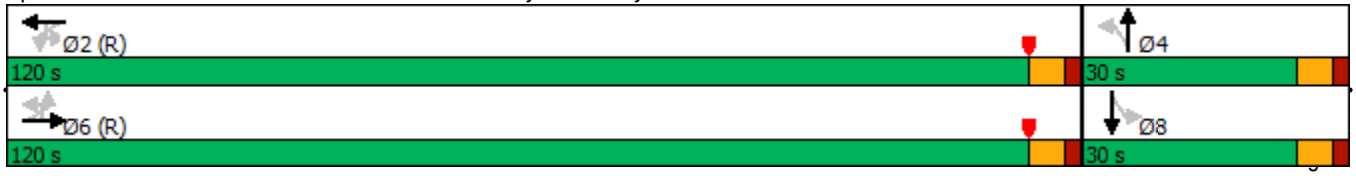
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	9	92	1680	3	3	4	1455	24	7	0	0	32
Future Volume (vph)	9	92	1680	3	3	4	1455	24	7	0	0	32
Confl. Peds. (#/hr)		1		1		1		1				
Peak Hour Factor	0.87	0.87	0.87	0.87	0.93	0.93	0.93	0.93	0.75	0.75	0.75	0.92
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	116	1934	0	0	7	1591	0	0	9	0	0
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Detector Phase	6	6	6		2	2	2		4	4		8
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0		7.0	7.0	7.0		7.0	7.0		7.0
Minimum Split (s)	29.0	29.0	29.0		29.0	29.0	29.0		42.0	42.0		42.0
Total Split (s)	120.0	120.0	120.0		120.0	120.0	120.0		30.0	30.0		30.0
Total Split (%)	80.0%	80.0%	80.0%		80.0%	80.0%	80.0%		20.0%	20.0%		20.0%
Yellow Time (s)	4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0		4.0
All-Red Time (s)	2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0		2.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.0	6.0			6.0	6.0			6.0		
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Max	C-Max	C-Max		C-Max	C-Max	C-Max		Max	Max		Max
v/c Ratio		0.63	0.51			0.06	0.42			0.05		
Control Delay		26.3	7.6			3.7	4.3			54.4		
Queue Delay		0.0	0.0			0.0	0.0			0.0		
Total Delay		26.3	7.6			3.7	4.3			54.4		
Queue Length 50th (ft)		46	241			1	142			8		
Queue Length 95th (ft)		135	253			m2	64			21		
Internal Link Dist (ft)			1132				280			522		
Turn Bay Length (ft)		50				50						
Base Capacity (vph)		185	3772			120	3765			175		
Starvation Cap Reductn		0	0			0	225			0		
Spillback Cap Reductn		0	0			0	0			0		
Storage Cap Reductn		0	0			0	0			0		
Reduced v/c Ratio		0.63	0.51			0.06	0.45			0.05		

Intersection Summary

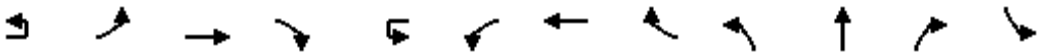
Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 110
Control Type: Actuated-Coordinated
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: 1800 Block & John F Kennedy Causeway



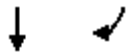
Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	80
Future Volume (vph)	0	80
Confl. Peds. (#/hr)		
Peak Hour Factor	0.92	0.92
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	122	0
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Detector Phase	8	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	42.0	
Total Split (s)	30.0	
Total Split (%)	20.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	2.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	6.0	
Lead/Lag		
Lead-Lag Optimize?		
Recall Mode	Max	
v/c Ratio	0.40	
Control Delay	30.2	
Queue Delay	0.0	
Total Delay	30.2	
Queue Length 50th (ft)	47	
Queue Length 95th (ft)	113	
Internal Link Dist (ft)	159	
Turn Bay Length (ft)		
Base Capacity (vph)	306	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.40	

Intersection Summary



Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	9	92	1680	3	3	4	1455	24	7	0	0	32
Future Volume (vph)	9	92	1680	3	3	4	1455	24	7	0	0	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	11	12	12	12	12
Total Lost time (s)		6.0	6.0			6.0	6.0			6.0		
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00		
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Frt		1.00	1.00			1.00	1.00			1.00		
Flt Protected		0.95	1.00			0.95	1.00			0.95		
Satd. Flow (prot)		1744	4963			1745	4951			1805		
Flt Permitted		0.12	1.00			0.08	1.00			0.66		
Satd. Flow (perm)		227	4963			141	4951			1251		
Peak-hour factor, PHF	0.87	0.87	0.87	0.87	0.93	0.93	0.93	0.93	0.75	0.75	0.75	0.92
Adj. Flow (vph)	10	106	1931	3	3	4	1565	26	9	0	0	35
RTOR Reduction (vph)	0	0	0	0	0	0	2	0	0	0	0	0
Lane Group Flow (vph)	0	116	1934	0	0	7	1589	0	0	9	0	0
Confl. Peds. (#/hr)		1		1		1		1				
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Actuated Green, G (s)		73.0	73.0			73.0	73.0			25.0		
Effective Green, g (s)		73.0	73.0			73.0	73.0			25.0		
Actuated g/C Ratio		0.66	0.66			0.66	0.66			0.23		
Clearance Time (s)		6.0	6.0			6.0	6.0			6.0		
Vehicle Extension (s)		1.0	1.0			1.0	1.0			2.5		
Lane Grp Cap (vph)		150	3293			93	3285			284		
v/s Ratio Prot			0.39				0.32					
v/s Ratio Perm		c0.51				0.05				0.01		
v/c Ratio		0.77	0.59			0.08	0.48			0.03		
Uniform Delay, d1		12.8	10.2			6.5	9.2			33.1		
Progression Factor		1.00	1.00			1.00	1.00			1.00		
Incremental Delay, d2		31.3	0.8			1.6	0.5			0.2		
Delay (s)		44.1	11.0			8.1	9.7			33.3		
Level of Service		D	B			A	A			C		
Approach Delay (s)			12.8				9.7			33.3		
Approach LOS			B				A			C		

Intersection Summary			
HCM 2000 Control Delay	12.3	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.64		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	59.4%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	80
Future Volume (vph)	0	80
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	6.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	0.90	
Flt Protected	0.99	
Satd. Flow (prot)	1693	
Flt Permitted	0.92	
Satd. Flow (perm)	1574	
Peak-hour factor, PHF	0.92	0.92
Adj. Flow (vph)	0	87
RTOR Reduction (vph)	34	0
Lane Group Flow (vph)	88	0
Confl. Peds. (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Actuated Green, G (s)	25.0	
Effective Green, g (s)	25.0	
Actuated g/C Ratio	0.23	
Clearance Time (s)	6.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	357	
v/s Ratio Prot		
v/s Ratio Perm	c0.06	
v/c Ratio	0.25	
Uniform Delay, d1	34.8	
Progression Factor	1.00	
Incremental Delay, d2	1.6	
Delay (s)	36.4	
Level of Service	D	
Approach Delay (s)	36.4	
Approach LOS	D	

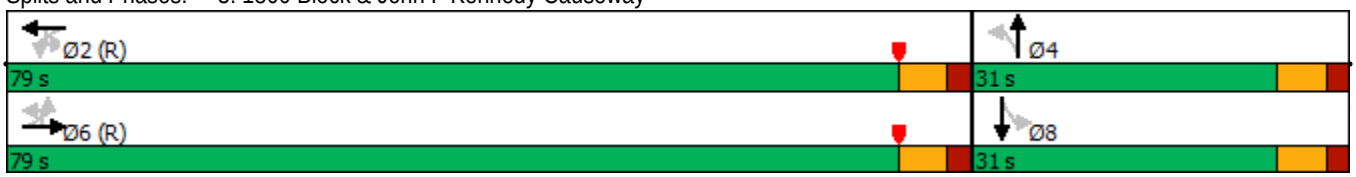
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	9	92	1680	3	3	4	1455	24	7	0	0	32
Future Volume (vph)	9	92	1680	3	3	4	1455	24	7	0	0	32
Confl. Peds. (#/hr)		1		1		1		1				
Peak Hour Factor	0.87	0.87	0.87	0.87	0.93	0.93	0.93	0.93	0.75	0.75	0.75	0.92
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%	1%	0%	0%	0%	0%	0%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	116	1934	0	0	7	1591	0	0	9	0	0
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Detector Phase	6	6	6		2	2	2		4	4		8
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0		7.0	7.0	7.0		7.0	7.0		7.0
Minimum Split (s)	29.0	29.0	29.0		29.0	29.0	29.0		42.0	42.0		42.0
Total Split (s)	79.0	79.0	79.0		79.0	79.0	79.0		31.0	31.0		31.0
Total Split (%)	71.8%	71.8%	71.8%		71.8%	71.8%	71.8%		28.2%	28.2%		28.2%
Yellow Time (s)	4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0		4.0
All-Red Time (s)	2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0		2.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.0	6.0			6.0	6.0			6.0		
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Max	C-Max	C-Max		C-Max	C-Max	C-Max		Max	Max		Max
v/c Ratio		0.77	0.59			0.08	0.48			0.03		
Control Delay		48.9	11.1			8.9	9.7			33.7		
Queue Delay		0.0	0.0			0.0	0.0			0.0		
Total Delay		48.9	11.1			8.9	9.7			33.7		
Queue Length 50th (ft)		51	250			2	184			5		
Queue Length 95th (ft)		#167	273			8	216			16		
Internal Link Dist (ft)			1132				280			522		
Turn Bay Length (ft)		50				50						
Base Capacity (vph)		151	3294			93	3289			284		
Starvation Cap Reductn		0	0			0	0			0		
Spillback Cap Reductn		0	0			0	0			0		
Storage Cap Reductn		0	0			0	0			0		
Reduced v/c Ratio		0.77	0.59			0.08	0.48			0.03		

Intersection Summary

Cycle Length: 110
Actuated Cycle Length: 110
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 110
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 3: 1800 Block & John F Kennedy Causeway





Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	80
Future Volume (vph)	0	80
Confl. Peds. (#/hr)		
Peak Hour Factor	0.92	0.92
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	122	0
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Detector Phase	8	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	42.0	
Total Split (s)	31.0	
Total Split (%)	28.2%	
Yellow Time (s)	4.0	
All-Red Time (s)	2.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	6.0	
Lead/Lag		
Lead-Lag Optimize?		
Recall Mode	Max	
v/c Ratio	0.31	
Control Delay	25.0	
Queue Delay	0.0	
Total Delay	25.0	
Queue Length 50th (ft)	45	
Queue Length 95th (ft)	98	
Internal Link Dist (ft)	159	
Turn Bay Length (ft)		
Base Capacity (vph)	391	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.31	

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	16	116	1660	8	7	2	1910	36	2	0	0	38
Future Volume (vph)	16	116	1660	8	7	2	1910	36	2	0	0	38
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	11	11	11	12	11	11	11	12	12	12	12
Total Lost time (s)		6.0	6.0			6.0	6.0			6.0		
Lane Util. Factor		1.00	0.91			1.00	0.91			1.00		
Frpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Flpb, ped/bikes		1.00	1.00			1.00	1.00			1.00		
Frt		1.00	1.00			1.00	1.00			1.00		
Flt Protected		0.95	1.00			0.95	1.00			0.95		
Satd. Flow (prot)		1745	5010			1745	4950			1805		
Flt Permitted		0.06	1.00			0.09	1.00			0.58		
Satd. Flow (perm)		116	5010			158	4950			1107		
Peak-hour factor, PHF	0.90	0.90	0.90	0.90	0.94	0.94	0.94	0.94	0.25	0.25	0.25	0.65
Adj. Flow (vph)	18	129	1844	9	7	2	2032	38	8	0	0	58
RTOR Reduction (vph)	0	0	0	0	0	0	1	0	0	0	0	0
Lane Group Flow (vph)	0	147	1853	0	0	9	2069	0	0	8	0	0
Confl. Peds. (#/hr)		1		1		1		1				
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	10%
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Actuated Green, G (s)		102.0	102.0			102.0	102.0			36.0		
Effective Green, g (s)		102.0	102.0			102.0	102.0			36.0		
Actuated g/C Ratio		0.68	0.68			0.68	0.68			0.24		
Clearance Time (s)		6.0	6.0			6.0	6.0			6.0		
Vehicle Extension (s)		1.0	1.0			1.0	1.0			2.5		
Lane Grp Cap (vph)		78	3406			107	3366			265		
v/s Ratio Prot			0.37				0.42					
v/s Ratio Perm		c1.27				0.06				0.01		
v/c Ratio		1.88	0.54			0.08	0.61			0.03		
Uniform Delay, d1		24.0	12.2			8.1	13.2			43.6		
Progression Factor		1.00	1.00			1.79	1.19			1.00		
Incremental Delay, d2		442.3	0.6			1.2	0.7			0.2		
Delay (s)		466.3	12.8			15.9	16.4			43.8		
Level of Service		F	B			B	B			D		
Approach Delay (s)			46.1				16.4			43.8		
Approach LOS			D				B			D		

Intersection Summary			
HCM 2000 Control Delay	31.8	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	1.49		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	65.9%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	69
Future Volume (vph)	0	69
Ideal Flow (vphpl)	1900	1900
Lane Width	12	12
Total Lost time (s)	6.0	
Lane Util. Factor	1.00	
Frpb, ped/bikes	1.00	
Flpb, ped/bikes	1.00	
Frt	0.91	
Flt Protected	0.98	
Satd. Flow (prot)	1646	
Flt Permitted	0.89	
Satd. Flow (perm)	1485	
Peak-hour factor, PHF	0.65	0.65
Adj. Flow (vph)	0	106
RTOR Reduction (vph)	17	0
Lane Group Flow (vph)	147	0
Confl. Peds. (#/hr)		
Heavy Vehicles (%)	0%	0%
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Actuated Green, G (s)	36.0	
Effective Green, g (s)	36.0	
Actuated g/C Ratio	0.24	
Clearance Time (s)	6.0	
Vehicle Extension (s)	2.5	
Lane Grp Cap (vph)	356	
v/s Ratio Prot		
v/s Ratio Perm	c0.10	
v/c Ratio	0.41	
Uniform Delay, d1	48.1	
Progression Factor	1.00	
Incremental Delay, d2	3.5	
Delay (s)	51.6	
Level of Service	D	
Approach Delay (s)	51.6	
Approach LOS	D	

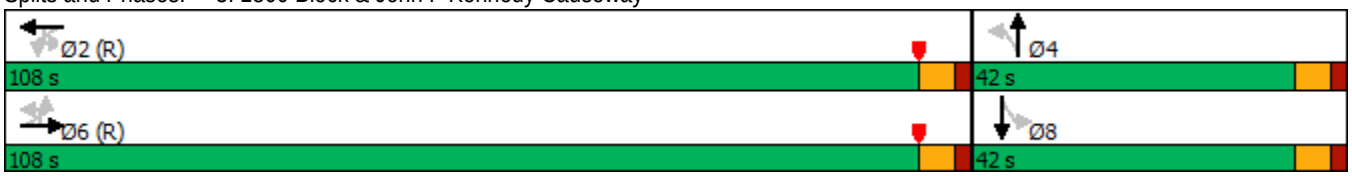
Intersection Summary

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	16	116	1660	8	7	2	1910	36	2	0	0	38
Future Volume (vph)	16	116	1660	8	7	2	1910	36	2	0	0	38
Confl. Peds. (#/hr)		1		1		1		1				
Peak Hour Factor	0.90	0.90	0.90	0.90	0.94	0.94	0.94	0.94	0.25	0.25	0.25	0.65
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	10%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	147	1853	0	0	9	2070	0	0	8	0	0
Turn Type	Perm	Perm	NA		Perm	Perm	NA		Perm	NA		Perm
Protected Phases			6				2			4		
Permitted Phases	6	6			2	2			4			8
Detector Phase	6	6	6		2	2	2		4	4		8
Switch Phase												
Minimum Initial (s)	7.0	7.0	7.0		7.0	7.0	7.0		7.0	7.0		7.0
Minimum Split (s)	29.0	29.0	29.0		29.0	29.0	29.0		42.0	42.0		42.0
Total Split (s)	108.0	108.0	108.0		108.0	108.0	108.0		42.0	42.0		42.0
Total Split (%)	72.0%	72.0%	72.0%		72.0%	72.0%	72.0%		28.0%	28.0%		28.0%
Yellow Time (s)	4.0	4.0	4.0		4.0	4.0	4.0		4.0	4.0		4.0
All-Red Time (s)	2.0	2.0	2.0		2.0	2.0	2.0		2.0	2.0		2.0
Lost Time Adjust (s)		0.0	0.0			0.0	0.0			0.0		
Total Lost Time (s)		6.0	6.0			6.0	6.0			6.0		
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	C-Max	C-Max	C-Max		C-Max	C-Max	C-Max		Max	Max		Max
v/c Ratio		1.88	0.54			0.08	0.62			0.03		
Control Delay		463.9	12.9			17.1	16.6			44.5		
Queue Delay		0.0	0.0			0.0	0.2			0.0		
Total Delay		463.9	12.9			17.1	16.8			44.5		
Queue Length 50th (ft)		~141	313			3	275			6		
Queue Length 95th (ft)		#293	349			m10	602			6		
Internal Link Dist (ft)			1132				280			522		
Turn Bay Length (ft)		50				50						
Base Capacity (vph)		78	3406			107	3365			265		
Starvation Cap Reductn		0	0			0	416			0		
Spillback Cap Reductn		0	0			0	0			0		
Storage Cap Reductn		0	0			0	0			0		
Reduced v/c Ratio		1.88	0.54			0.08	0.70			0.03		

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 150
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 3: 1800 Block & John F Kennedy Causeway



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	0	69
Future Volume (vph)	0	69
Confl. Peds. (#/hr)		
Peak Hour Factor	0.65	0.65
Heavy Vehicles (%)	0%	0%
Shared Lane Traffic (%)		
Lane Group Flow (vph)	164	0
Turn Type	NA	
Protected Phases	8	
Permitted Phases		
Detector Phase	8	
Switch Phase		
Minimum Initial (s)	7.0	
Minimum Split (s)	42.0	
Total Split (s)	42.0	
Total Split (%)	28.0%	
Yellow Time (s)	4.0	
All-Red Time (s)	2.0	
Lost Time Adjust (s)	0.0	
Total Lost Time (s)	6.0	
Lead/Lag		
Lead-Lag Optimize?		
Recall Mode	Max	
v/c Ratio	0.44	
Control Delay	46.0	
Queue Delay	0.0	
Total Delay	46.0	
Queue Length 50th (ft)	119	
Queue Length 95th (ft)	128	
Internal Link Dist (ft)	159	
Turn Bay Length (ft)		
Base Capacity (vph)	372	
Starvation Cap Reductn	0	
Spillback Cap Reductn	0	
Storage Cap Reductn	0	
Reduced v/c Ratio	0.44	

Intersection Summary

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	39	17	17	363	210	20
Future Vol, veh/h	39	17	17	363	210	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	41	18	18	382	221	21

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	459	121	242	0	-	0
Stage 1	232	-	-	-	-	-
Stage 2	227	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	531	908	1322	-	-	-
Stage 1	785	-	-	-	-	-
Stage 2	789	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	522	908	1322	-	-	-
Mov Cap-2 Maneuver	522	-	-	-	-	-
Stage 1	772	-	-	-	-	-
Stage 2	789	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	11.7	0.4	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1322	-	599	-	-
HCM Lane V/C Ratio	0.014	-	0.098	-	-
HCM Control Delay (s)	7.8	0.1	11.7	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

Intersection	
Int Delay, s/veh	2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	50	31	32	213	259	39
Future Vol, veh/h	50	31	32	213	259	39
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	53	33	34	224	273	41

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	474	157	314	0	-	0
Stage 1	294	-	-	-	-	-
Stage 2	180	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	519	861	1243	-	-	-
Stage 1	730	-	-	-	-	-
Stage 2	833	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	503	861	1243	-	-	-
Mov Cap-2 Maneuver	503	-	-	-	-	-
Stage 1	707	-	-	-	-	-
Stage 2	833	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	12	1.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1243	-	598	-	-
HCM Lane V/C Ratio	0.027	-	0.143	-	-
HCM Control Delay (s)	8	0.1	12	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.5	-	-

Appendix E
Committed Roadway and Committed Development Documentation

Isle of Dreams

Property Records
in Isle of Dreams

237

Details

Qty of Buildings:	1
Stories:	32
Height:	340
# of Bedrooms:	1 Bed, 2 Bed
Address:	1415 NE 79th Street Cswy
Development Type:	Condominium Subdivision
Status:	On Hold
Class:	High-rise
Building Views:	Water, Skyline

Isle of Dreams

20105

Proposed ITE Land Use Designation[1]	Number of Units	AM Peak Hour Vehicle Trips			PM Peak Hour Vehicle Trips		
		In	Out	Total	In	Out	Total
Multifamily Housing (High-Rise) *Land Use Code: 222*	237 DU	19	60	79	54	35	89
Retail *Land Use Code: 820*	9,000 SF	5	3	8	44	48	92
Total Gross Trips		**24**	**63**	**87**	**98**	**83**	**181**
Internalization [2] 2.3%/17.7% (AM/PM)		-1	-1	-2	-16	-16	-32
Other Modes of Transportation[3] 15.8%		-4	-9	-13	-13	-11	-24
Retail Pass-by (PM)[3] 34%		0	0	0	-11	-11	-22
Net Proposed Trips		**19**	**53**	**72**	**58**	**45**	**103**

[1]Based on ITE Trip Generation, 10th Edition.

[2]Based on ITE Trip Generation Handbook, 3rd Edition.

[3]Based on ITE Trip Generation Handbook, 3rd Edition.

[4]Based on US Census tract 39.17.

888

AM Peak Hour Trip Generation and Internalization

Shoma N Bay Village-Ilse of Dreams Committed Development

Multifamily High-Rise Land Use 222 237 Units		Retail Land Use 820 9,000 Sq Ft		
In	**Out**	**In**	**Out**	
19	**60**	**5**	**3**	87 ITE Trips
UNBALANCED INTERNALIZATION				
1% *1*		*17%* *1*		
	1			
2% *0*			*14%* *0*	
	0			
Multifamily High-Rise		**Retail**		
In	**Out**	**In**	**Out**	
19	**60**	**5**	**3**	87 Vehicle Trips
BALANCED INTERNALIZATION				
	-1		*-1*	
0				
			0	
0	-1	-1	0	-2 Internal
19	59	4	3	85 External Trips
	1.3%		*12.5%*	*2.3%* % Internal
-3	-9	-1	0	-13 15.8% Transit/Pedestrian
16	**50**	**3**	**3**	**72**
0	0			0 0% Passby Residential
		0	0	0 0% Passby Retail
16	**50**	**3**	**3**	**72 Net New External Trips**

PM Peak Hour Trip Generation and Internalization

Shoma N Bay Village-Ilse of Dreams Committed Development

Multifamily High-Rise Land Use 222 237 Units			Retail Land Use 820 9,000 Sq Ft		
In	**Out**		**In**	**Out**	
54	**35**		**44**	**48**	181 ITE Trips
UNBALANCED INTERNALIZATION					
	42% 15	***4***	*10%* 4		
46% 25		***12***		*26%* 12	
Multifamily High-Rise			**Retail**		
In	**Out**		**In**	**Out**	
54	**35**		**44**	**48**	181 Vehicle Trips
BALANCED INTERNALIZATION					
	-4		*-4*		
-12				*-12*	
-12	-4		-4	-12	-32 Internal
42	31		40	36	149 External Trips
	18.0%			*17.4%*	*17.7%* % Internal
-7	-5		-6	-6	-24 15.8% Transit/Pedestrian
35	**26**		**34**	**30**	**125**
0	0				0 0% Passby Residential
			-11	-11	-22 34% Passby Retail
35	**26**		**23**	**19**	**103 Net New External Trips**

Com Dev
Isle of Dream

25

20105



43

10

22

TRAFFIC IMPACT ANALYSIS FOR

1819 & 1855 79TH STREET KENNEDY CAUSEWAY MIXED-USE DEVELOPMENT

DATE:
December 1, 2022

LOCATION:
North Bay Village, Florida

PREPARED FOR:
North Bay Village Holdings, LLC

PREPARED BY:
NV5, Inc.
14486 Commerce Way
Miami Lakes, Florida 33016
P: 305.666.3563

NV5
nv5.com

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with NV5, Inc., a corporation authorized to operate as an engineering business, EB-29065, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: 1819 & 1855 79th Street Mixed-Use Development
LOCATION: North Bay Village, Florida
CLIENT: North Bay Village Holdings, LLC

ENGINEER OF RECORD: John Karnowski, PE, Florida License #55261
I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.



12-1-2022

Executive Summary

A new mixed-use development is planned for construction along 79th Street/John F Kennedy Causeway (SR 934) in North Bay Village, Florida. The development will consist of a 345-unit residential tower with 273 hotel rooms, 2,594 square feet of retail space and a 15,499 square foot restaurant. The development will be served by two existing driveways along SR 934.

After accounting for multimodal, pass-by and internal capture reductions, the site is expected to generate a net total of 3,296 new daily trips, with 242 occurring during the AM peak hour (121 inbound, 121 outbound) and 223 occurring during the PM peak hour (120 inbound, 103 outbound). The proposed site is currently occupied by a 118-room hotel and 7,500 square foot restaurant, generating approximately 750 daily trips, 82 of which occur during the AM peak hour (44 inbound, 38 outbound) and 54 during the PM peak hour (29 inbound, 25 outbound).

Overall traffic operations at each study intersection are considered satisfactory in 2022 Existing conditions. The minor street approaches at SR 934 & Hispanola Avenue and SR 934 & E Treasure Drive operate at LOS E or F during both peak hours. With three years of background growth and the consideration of adjacent development, overall operations are expected to remain acceptable in 2024 No-Build conditions, while minor street operations continue to operate at LOS E or worse. Queueing analysis during each scenario indicates that left turn queues along SR 934 regularly exceed the provided storage lengths.

The addition of project traffic is expected to have a nominal impact on the traffic operations at each study intersection. In 2024 Build conditions, intersections are expected to continue to operate adequately overall, with small increases to delay when compared to 2024 No-Build conditions. Both site driveways are expected to operate acceptably, with site traffic posing a negligible effect on other study intersections. Queue analysis indicates that eastbound left-turn queues into the site at Site Driveway 1 increase substantially.

Segment analysis along SR 934 to the east and west of the site during AM and PM peak hours indicates that each portion of SR 934 is expected to operate acceptably in 2022 Existing, 2024 No-Build and 2024 Build conditions.

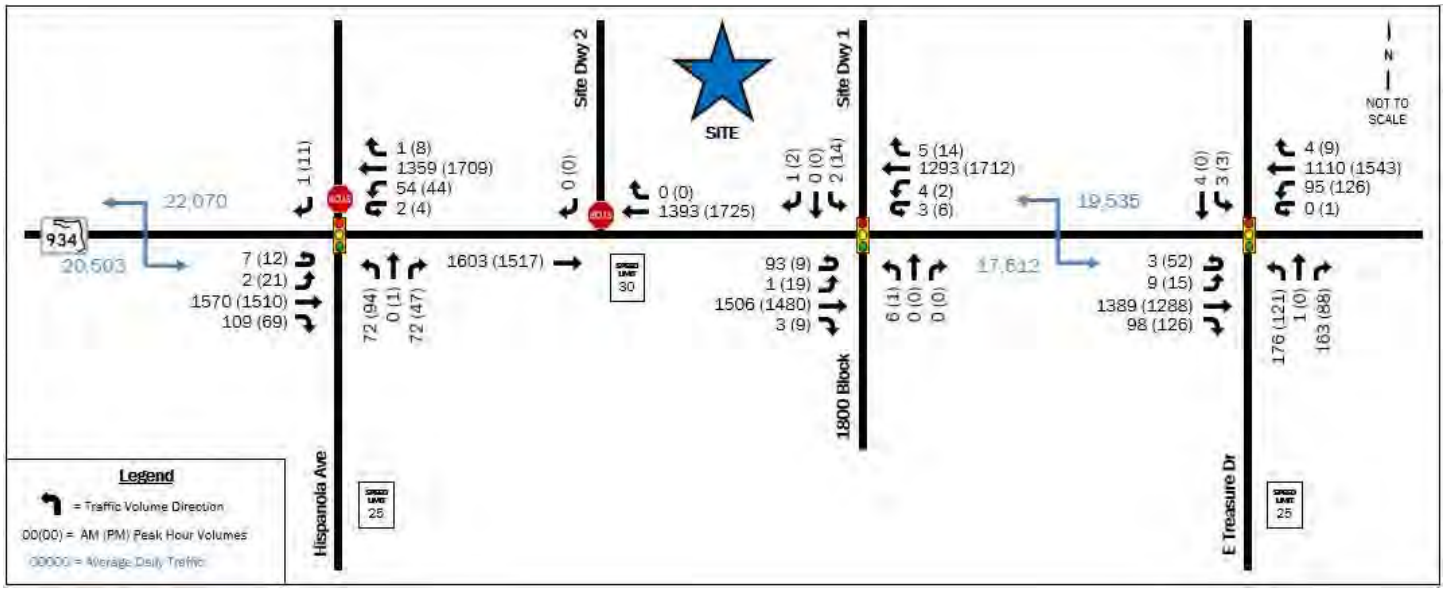
The hotel will use valet parking onsite. Queueing analysis was completed to assess the number of valet attendants required to accommodate demand during the hotel's PM peak hours per the attached site plan. Using standard queueing theory, an estimated six (6) total valet attendants will be needed to serve the hotel's users.

The following mitigation measures are recommended at each study intersection to improve overall and minor street operations. Upon completion, overall and minor street operations at each intersection are deemed acceptable, though queueing continues to extend beyond provided storage bays along SR 934.

- SR 934 & Hispanola Avenue
    - Reduce cycle length from 150 seconds to 120 seconds
- SR 934 & 1800 Block/Site Driveway 1
    - Reduce cycle length from 150 seconds to 120 seconds
    - Add eastbound left protected permitted phasing
    - Extend eastbound left storage bay to 125 feet
- SR 934 & E Treasure Drive
    - Reduce cycle length from 150 seconds to 120 seconds
    - Remove northbound and southbound split phasing

Completion of these improvements is expected to improve each intersection's overall and minor approach operations in 2024 Build Conditions to LOS D or better.

Figure 4: 2024 No-Build Volumes



B.2. Project Trip Generation

The proposed mixed-use development consists of 345 residential units, 273 hotel rooms, 2,594 square feet of retail space, and a 15,499 square foot restaurant. The anticipated trips generated by the development were estimated using the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition, 2021. The trip generation also considers internal capture, multi-modal/transit, and pass-by trips.

Internal capture results in a reduction of external vehicle trips as they are generated between the residential/lodging and commercial uses of the development within the site and will not utilize the external roadway network. A 16% reduction factor has been applied to account for internal capture based on NCHRP 684 and ITE methodology.

Transit or any other multi-modal trips are also excluded from the external vehicle trips as they are not contributing to additional vehicular traffic at the site. Some transit trips are expected to access the site via the fixed MDT Route 112/L and North Bay Village Shuttle. The neighboring 1755 79th Street/JFK Causeway (SR 934) mixed-use development features similar land uses and previously utilized a 19.4% reduction in trips attributable to non-motorized based on US Census data, as reported by a national clearinghouse database. As the nearby development includes many of the same land uses, the same reduction has been applied to this site's trip generation.

Pass-by trips are not generated by the development but are instead existing trips along the roadway that are drawn into the development as they are "passing by" on the way to another destination. The ITE Trip Generation Manual, 11th Ed. estimates that 43% of trips entering and exiting the restaurant are expected to be pass-by in nature during the PM peak hour.

Table 1 summarizes the overall project trip generation calculated using the ITE Trip Generation rates. Note that both the fitted curve and average rate are used to estimate trip generation based on the statistical strength of each model; the appropriate equation or rate are indicated below and highlighted on each trip generation sheet included in Appendix F. The pass-by rate table, internal capture worksheets and relevant multimodal data are also included in Appendix F.

Table 1: Project Trip Generation

Land Use	Intensity	Daily	AM Peak			PM Peak		
			Total	In	Out	Total	In	Out
Multi-Family Housing (High-Rise) – LUC 222	345 DU	1,674[1]	93	32[2]	61[2]	110	61[2]	49[2]
Hotel – LUC 310	273 Rooms	2,536[1]	129	72[1]	57[1]	174	89[1]	85[1]
Commercial/Retail Space – LUC 822	2,594 SF	340[1]	6	4[2]	2[2]	17	8[2]	9[2]
High-Turnover Sit-Down Restaurant – LUC 932	15,499 SF	1,662[2]	148	81[2]	67[2]	140	85[2]	55[2]
Total Gross Trips	-	6,212	376	189	187	441	243	198
Ave Internal Capture[3]	*-16%*	*-994*	*-61*	*-31*	*-30*	*-71*	*-39*	*-32*
Mode-Split Reduction	*-19.4%*	*-1,206*	*-73*	*-37*	*-36*	*-86*	*-47*	*-39*
Total Net Trips	-	4,012	242	121	121	284	157	127
Pass-by Trips	*-43%*	*-716*	-	-	-	*-61*	*-37*	*-24*
Total Net New Trips	**-**	**3,296**	**242**	**121**	**121**	**223**	**120**	**103**

[1] Utilizes ITE equation ($R^2 \geq 0.75$)

[2] Utilizes ITE rate ($R^2 < 0.75$)

[3] Varies by time of day and use

The existing site houses a 118-room hotel and the Shuckers restaurant. A summary of the overall trip generation of the existing site is included in Table 2. The existing land use's trip generation estimate utilizes a 5% internal capture rate, as determined from NCHRP 684 methodology. A multimodal factor of 0% is assumed, while the same 43% pass-by factor is utilized for the restaurant located onsite. Trip generation and internal capture worksheets are provided in Appendix F. Comparison of the number of trips from the existing use and the proposed development is shown in Table 3.

Table 2: Existing Site Trip Generation

Land Use	Intensity	Daily	AM Peak			PM Peak		
			Total	In	Out	Total	In	Out
Hotel – LUC 310	118 Rooms	856[1]	52	29[1]	23[1]	59	30[1]	29[1]
High-Turnover Sit-Down Restaurant – LUC 932	7,500 SF	804[2]	72	39[2]	33[2]	68	41[2]	27[2]
Total Gross Trips	-	1,660	124	68	56	127	71	56
Internal Capture	*-5%*	*-242*	*-6*	*-3*	*-3*	*-6*	*-4*	*-2*
Mode-Split Reduction	*-0%*	*-0*	*-0*	*-0*	*-0*	*-0*	*-0*	*-0*
Total Net Trips	-	1,418	118	65	53	121	67	54
Pass-by Trips	*-43%*	*-346*	-	-	-	*-30*	*-18*	*-12*
Total Net New Trips	**-**	**1,072**	**118**	**65**	**53**	**91**	**49**	**42**

[1] Utilizes ITE equation ($R^2 \geq 0.75$)

[2] Utilizes ITE rate ($R^2 < 0.75$)

Table 3: Existing vs Proposed Trip Generation Comparison

Land Use	Intensity	Daily	AM Peak			PM Peak		
			Total	In	Out	Total	In	Out
Existing Use: Total Net New Trips	-	1,072	118	65	53	91	49	42
Proposed Use: Total Net New Trips	-	**3,296**	**242**	**121**	**121**	**223**	**120**	**103**
Difference	**-**	**+2,224**	**+124**	**+56**	**+68**	**+132**	**+71**	**+61**

B.3. Trip Distribution and Assignment

The assignment and directional distribution of new project trips on the transportation network are based on the Miami-Dade Transportation Planning Organization's 2045 Long Range Transportation Plan Direction Trip Distribution Report. The report details 2015 and 2045 estimated traffic patterns. Most of the traffic from the Traffic Analysis Zone on the island is bound for or originates from the west, as shown in Appendix G. This is also evidenced by previous counts, typical traffic patterns and regional development. Trips are expected to travel to and from the following directions:

- Approximately 75% of the traffic is expected to travel to/from the west on SR 934,
- Approximately 25% of the traffic is expected to travel to/from the east on SR 934.

Approximately 90% of site traffic is expected to utilize the eastern signalized Site Driveway 1 (INT 2), with the remaining 10% of site trips entering and exiting at Site Driveway 2 (INT 4). All traffic approaching the site from the west and 15% of traffic entering from the east will enter at Site Driveway 1, while the remaining 10% of traffic entering from the east will use Site Driveway 2. When exiting, 90% of users are expected to exit from Site Driveway 1, with the other 10% using Site Driveway 2.

Pass-by trips are expected to enter at both driveways along SR 934, with 45% traveling eastbound and 55% traveling westbound, as determined by directional splits in the Existing Volumes at the site driveways. All 45% of pass-by trips traveling east will enter at Site Driveway, along with 45% of pass-by trips traveling west. The final 10% of pass-by trips are expected to enter at Site Driveway 2 as they travel west. All pass-by trips are expected to enter and exit via the same driveway.

The site's primary trip distribution and assignment is depicted in Figures 5 and 6, respectively. The pass-by distribution is shown in Figure 7, with the respective trip assignment included in Figure 8. The net trips generated by the proposed site per the anticipated trip distributions are displayed in Figure 9. The 2024 Build Volumes depicted in Figure 10 combine No-Build and overall site traffic volumes.

Figure 5: Primary Trip Distribution

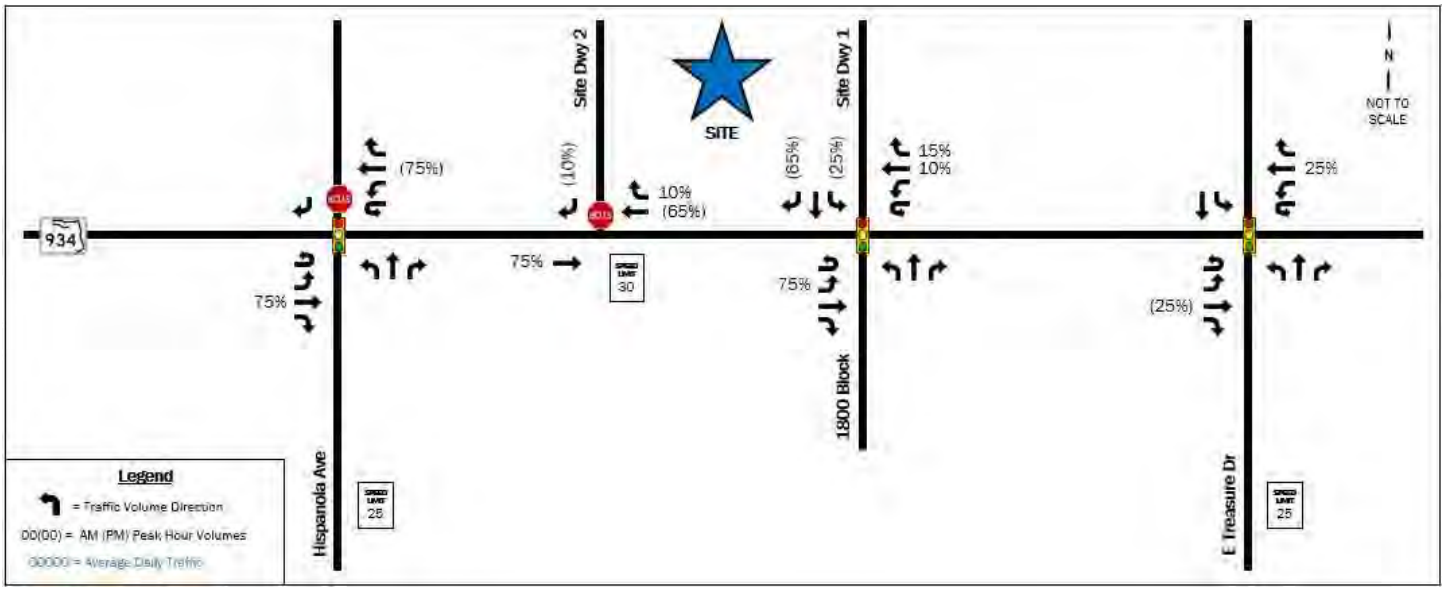
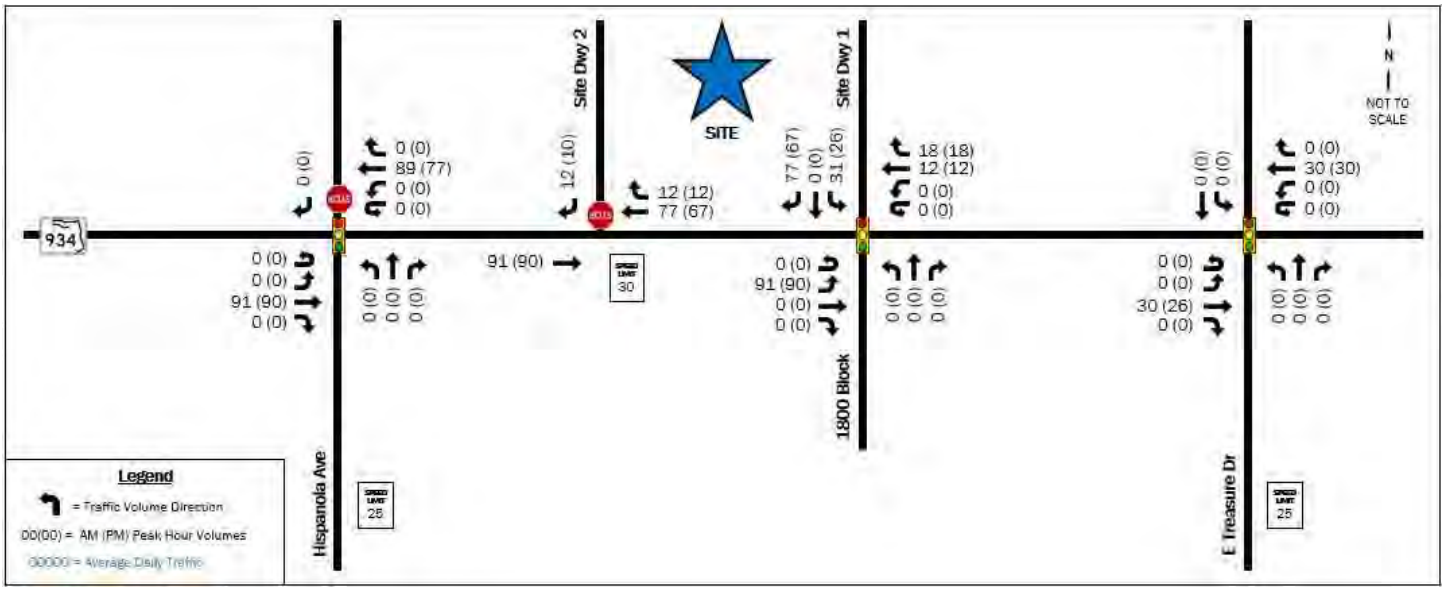


Figure 6: Primary Trip Assignment



Traffic Impact Analysis
for Submittal to the
City of North Bay Village

1755 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FLORIDA



Kimley»Horn

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Updated January 2022
December 23, 2021
January 20221
143438001

Table 1: Trip Generation				
A.M. Peak Hour (P.M. Peak Hour)				
Future Land Use (ITE Code)	**Scale**	**Net New External Trips**	**Entering Trips**	**Exiting Trips**
Proposed Development				
Multifamily Housing (High-Rise) (222)	201 dwelling units	54 (49)	14 (31)	40 (18)
General Office Building (710)	55,370 square feet	60 (47)	52 (6)	8 (41)
Quality Restaurant (931)	19,454 square feet	7 (61)	3 (43)	4 (18)
Net New Vehicle Trips		**121 (157)**	**69 (80)**	**52 (77)**

TRIP DISTRIBUTION AND ASSIGNMENT

The likely distribution of project traffic was forecast for the trips expected to be generated by the proposed development. The trip distribution was based on an interpolated cardinal trip distribution for the project site's traffic analysis zone (TAZ) obtained from the Miami-Dade Transportation Planning Organization's (TPO's) *2045 Long Range Transportation Plan Directional Trip Distribution Report*. The trip distribution for the anticipated build-out year of 2024 was interpolated from the 2015 and 2045 data. The project is located within TAZ 624.The cardinal trip distribution for TAZ 624 provided in Table 2.

Table 2: Cardinal Trip Distribution	
Cardinal Direction	**Percentage of Trips**
North-Northeast	11.0%
East-Northeast	5.0%
East-Southeast	1.0%
South-Southeast	6.0%
South-Southwest	17.0%
West-Southwest	26.0%
West-Northwest	17.0%
North-Northwest	17.0%
Total	**100.0%**

Figure 4 presents the A.M. and P.M. peak hour net new trip distribution and Figure 5 presents the A.M. and P.M. peak hour net new trip assignment for the proposed development. Figure 6 and Figure 7 detail the project's pass-by trip distribution and assignment for the P.M. peak hour. Detailed cardinal distribution calculations are contained in Appendix G.

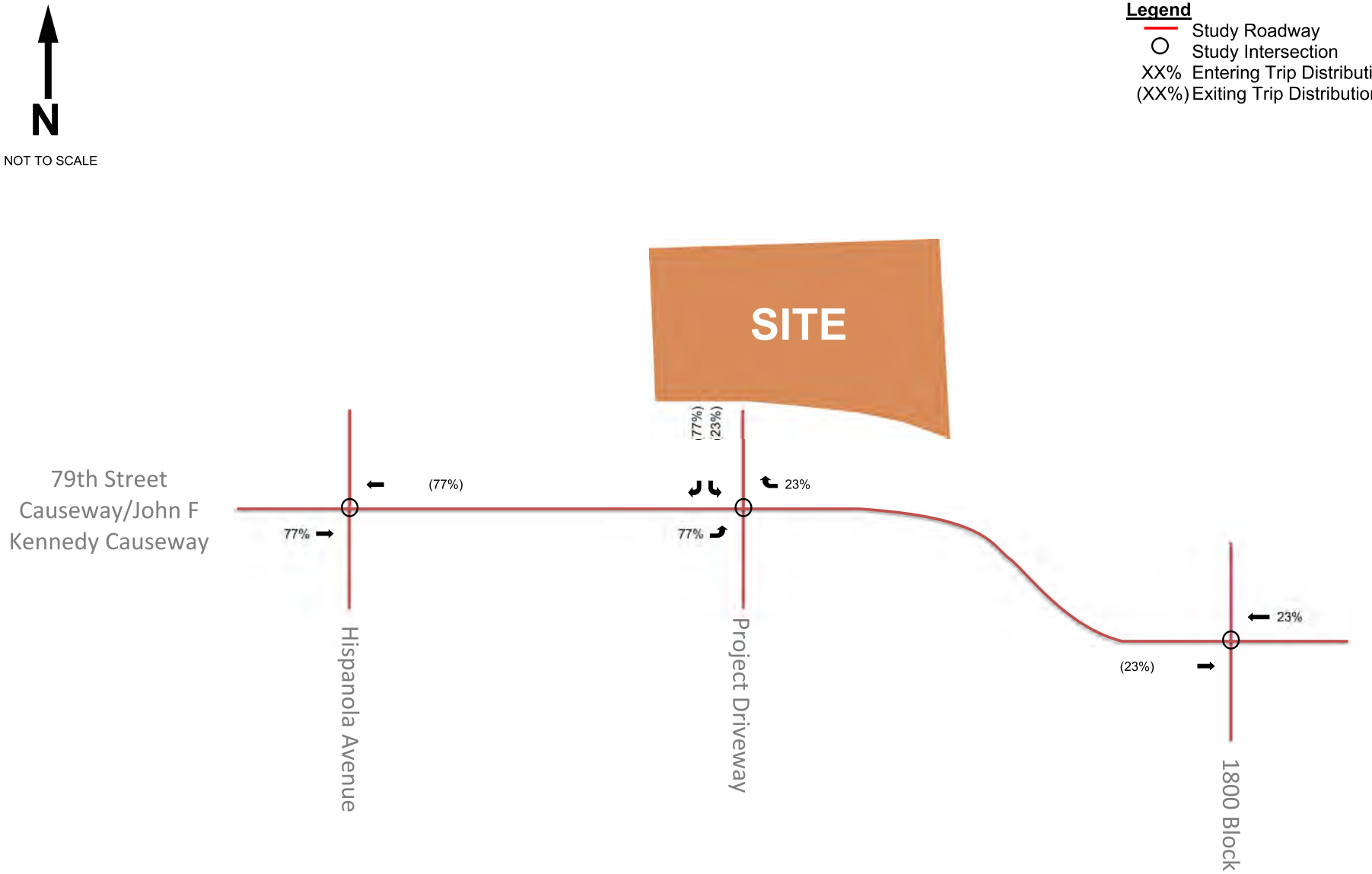

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Figure 4
Peak Hour Project Trip Distribution
1755 Kennedy Causeway
North Bay Village, Florida



Figure 5
Peak Hour Project Trip Assignment
1755 Kennedy Causeway
North Bay Village, Florida

Kimley»Horn

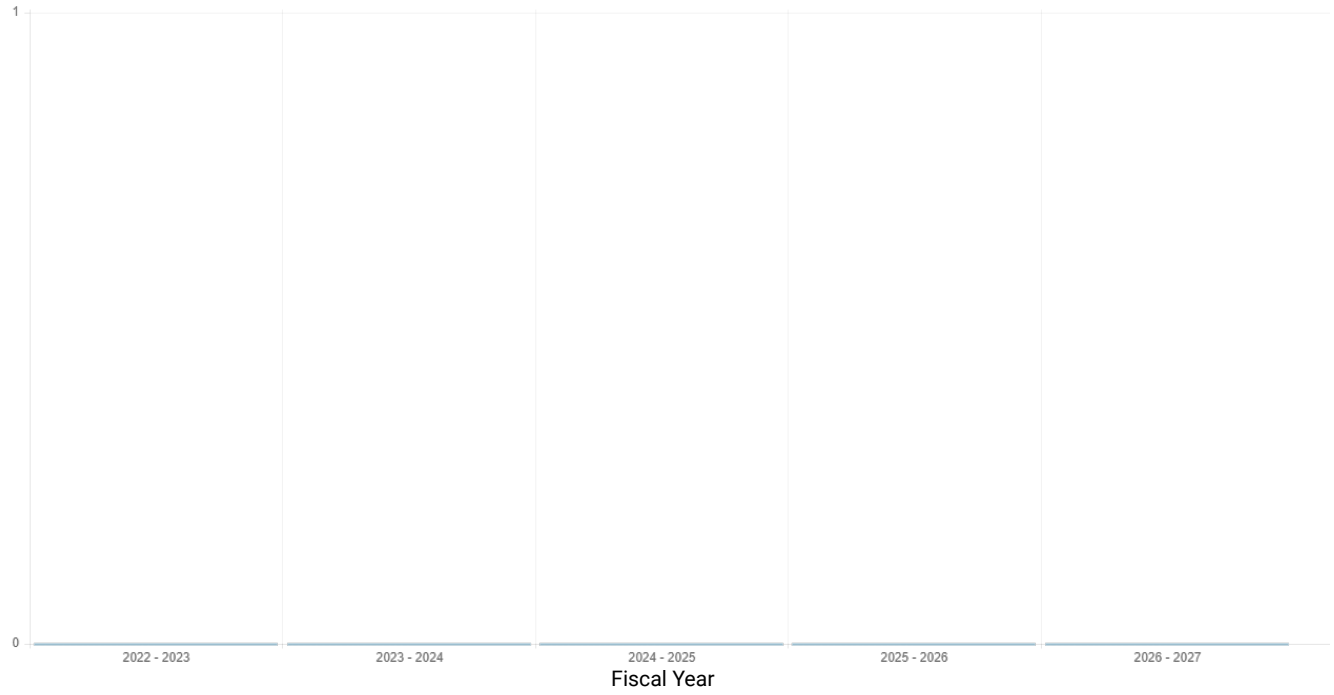
© 2022

Project Type: Arterial/Collector Road
MPO Project No.: DT4106461
Type of Work: FLEXIBLE PAVEMENT RECONSTRUCT.
TIP Year: 2023
Construction Year:
From: FROM SR 5 / BISCAYNE BLVD
To: TO BAY DR
Agency: FL Dept. of Transportation
Management Agency: FDOT
Agency Project No: 4106461
Status:
Contact Person:
Contact Email:
Contact Phone:
Description:

Funding Information $(thousands)

Project Phase	Funding	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027
PRELIMINARY ENGINEERING		$0	$0	$0	$0	$0

Funding Chart $(thousands)



NORTH BAY VILLAGE - KENNEDY CAUSEWAY COMPLETE STREETS PROJECT

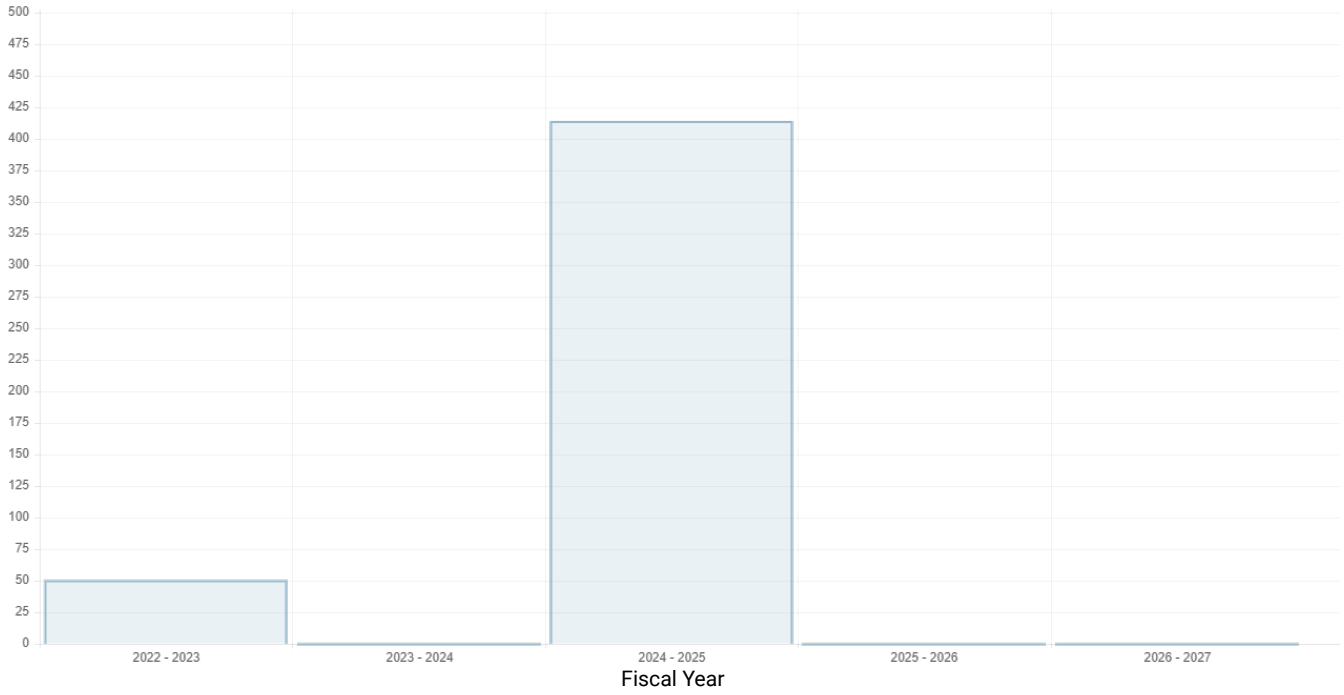
2023 Transportation Improvement Program

Project Type: Pedestrian/Bicycle
MPO Project No.: DT4486291
Type of Work: PEDESTRIAN SAFETY IMPROVEMENT
TIP Year: 2023
Construction Year: 2025
From:
To:
Agency: FL Dept. of Transportation
Management Agency: CITY OF NORTH BAY VILLAGE
Agency Project No: 4486291
Status:
Contact Person:
Contact Email:
Contact Phone:
Description:

Funding Information $(thousands)

Project Phase	Funding	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027
CONSTRUCTION	CIGP	$0	$0	$207	$0	$0
CONSTRUCTION	LF	$0	$0	$207	$0	$0
PRELIMINARY ENGINEERING	CIGP	$25	$0	$0	$0	$0
PRELIMINARY ENGINEERING	LF	$25	$0	$0	$0	$0

Funding Chart $(thousands)



Appendix F
Project Trip Generation

Scenario - 7

Scenario Name: proposed 3-22-2023
User Group:
Dev. phase: 1
No. of Years to Project Traffic : 0
Analyst Note:

Warning: The time periods among the land uses do not appear to match.

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method / Rate/Equation	Entry / Split%	Exit / Split%	Total
222 - Multifamily Housing (High-Rise) - Not	General Urban/Suburban	Dwelling Units	333	Weekday	Best Fit (LIN)	815	815	1630
Data Source: Trip Generation Manual, 11th Ed					T = 3.76(X) + 377.04	50%	50%	
821 - Shopping Plaza (40-150k) - Supermarket -	General Urban/Suburban	1000 Sq. Ft. GLA	50.017	Weekday	Average	2363	2363	4726
Data Source: Trip Generation Manual, 11th Ed					94.49	50%	50%	
222(1) - Multifamily Housing (High-Rise) - Not	General Urban/Suburban	Dwelling Units	333	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Best Fit (LIN)	24	68	92
Data Source: Trip Generation Manual, 11th Ed					T = 0.22(X) + 18.85	26%	74%	
821(1) - Shopping Plaza (40-150k) - Supermarket	General Urban/Suburban	1000 Sq. Ft. GLA	50.017	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Average	109	67	176
Data Source: Trip Generation Manual, 11th Ed					3.53	62%	38%	
222(2) - Multifamily Housing (High-Rise) -	General Urban/Suburban	Dwelling Units	333	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LIN)	68	42	110
Data Source: Trip Generation Manual, 11th Ed					T = 0.26(X) + 23.12	62%	38%	
821(2) - Shopping Plaza (40-150k) - Supermarket	General Urban/Suburban	1000 Sq. Ft. GLA	50.017	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LIN)	241	261	502
Data Source: Trip Generation Manual, 11th Ed					T = 7.67(X) + 118.86	48%	52%	

AM Peak Hour Trip Generation and Internalization

Shoma NBV - 20105

Proposed 3-22-2023

Multifamily Housing High-Rise Land Use 222 333 Units			Shopping Plaza Land Use 821 50,017 SF			
In	**Out**		**In**	**Out**		
24	**68**		**109**	**67**	268	ITE Trips
-4	-11		-17	-11	-43	15.8% Transit
20	**57**		**92**	**56**	225	Vehicle Trips
UNBALANCED INTERNALIZATION						
	1%			*17%*		
	1	***1***		*16*		
2%				*14%*		
0		***0***		*8*		
family Housing High			**Shopping Plaza**			
In	**Out**		**In**	**Out**		
20	**57**		**92**	**56**	225	Vehicle Trips
BALANCED INTERNALIZATION						
	-1			*-1*		
0				*0*		
0	-1		-1	0	-2	Internal
20	56		91	56	223	External Trips
	1.3%			*0.7%*	*0.9%*	% Internal
20	**56**		**91**	**56**	223	External Vehicle Trips
0	0				0	0% Passby (Restaurar
			0	0	0	0% % Passby (Retail)
20	**56**		**91**	**56**	**223**	**Net New External Trips**

PM Peak Hour Trip Generation and Internalization

Shoma NBV - 20105

Proposed 3-22-2023

Multifamily Housing High-Rise Land Use 222 333 Units			Shopping Plaza Land Use 821 50,017 SF			
In	**Out**		**In**	**Out**		
68	**42**		**241**	**261**	612	ITE Trips
-11	-7		-38	-41	-97	15.8% Transit
57	**35**		**203**	**220**	515	Vehicle Trips
UNBALANCED INTERNALIZATION						
	42%			*10%*		
	15	***15***		*20*		
46%						*26%*
26		***26***				*57*
family Housing High			**Shopping Plaza**			
In	**Out**		**In**	**Out**		
57	**35**		**203**	**220**	515	Vehicle Trips
BALANCED INTERNALIZATION						
	-15			*-15*		
-26						*-26*
-26	-15		-15	-26	-82	Internal
31	20		188	194	433	External Trips
	44.6%			*9.7%*		*15.9%* % Internal
31	**20**		**188**	**194**	433	External Vehicle Trips
0	0				0	0% Passby (Restaurar
			-76	-76	-152	40% % Passby (Retail)
31	**20**		**112**	**118**	**281**	**Net New External Trips**

Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual* , 11th Edition

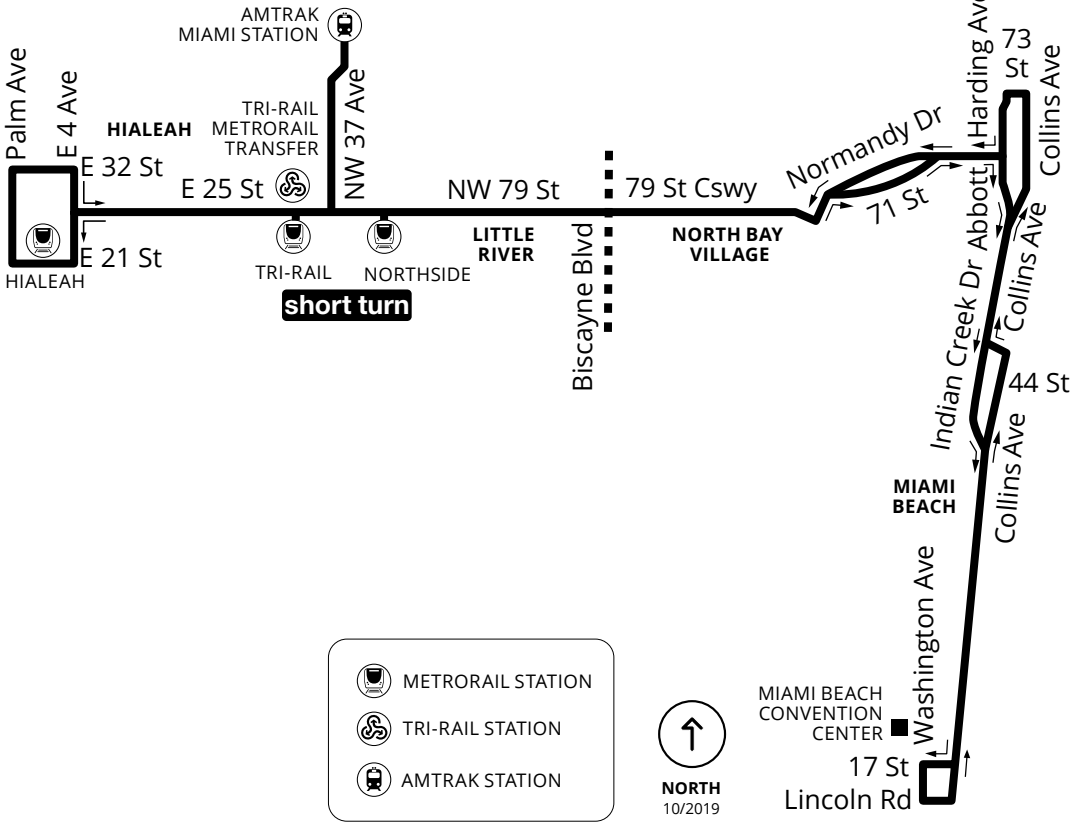
Land Use Code	821
Land Use	Shopping Plaza (40 - 150k)
Setting	General Urban/Suburban
Time Period	Weekday PM Peak Period
# Data Sites	15
Average Pass-By Rate	40%

Pass-By Characteristics for Individual Sites

GLA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
					Primary (%)	Diverted (%)	Total (%)		
45	Florida	1992	844	56	24	20	44	—	30
50	Florida	1992	555	41	41	18	59	—	30
52	Florida	1995	665	42	33	25	58	—	30
53	Florida	1993	162	59	—	—	41	—	30
57.23	Kentucky	1993	247	31	53	16	69	2659	34
60	Florida	1995	1583	40	38	22	60	—	30
69.4	Kentucky	1993	109	25	42	33	75	1559	34
77	Florida	1992	365	46	—	—	54	—	30
78	Florida	1991	702	55	23	22	45	—	30
82	Florida	1992	336	34	—	—	66	—	30
92.857	Kentucky	1993	133	22	50	28	78	3555	34
100.888	Kentucky	1993	281	28	50	22	72	2111	34
121.54	Kentucky	1993	210	53	30	17	47	2636	34
144	New Jersey	1990	176	32	44	24	68	—	24
146.8	Kentucky	1993	—	36	39	25	64	—	34

Appendix G
Transit Documentation

L


AMTRAK
MIAMI STATION
Palm Ave
E 4 Ave
HIALEAH
TRI-RAIL
METRORAIL
TRANSFER
NW 37 Ave
E 32 St
E 25 St
E 21 St
HIALEAH
TRI-RAIL
NORTHSIDE
short turn
NW 79 St
LITTLE
RIVER
Biscayne Blvd
79 St Cswy
NORTH BAY
VILLAGE
Normandy Dr
71 St
Harding Ave
73
St
Collins Ave
Abbott
Indian Creek Dr
Collins Ave
44 St
Collins Ave
MIAMI
BEACH
Washington Ave
MIAMI BEACH
CONVENTION
CENTER
17 St
Lincoln Rd
METRORAIL STATION
TRI-RAIL STATION
AMTRAK STATION
NORTH
10/2019

WEEKDAYS / DIAS LABORABLES / LASEMÈN

EASTBOUND / RUMBO ESTE / DIREKSYON ÈS

| | MORNING / MAÑANA / MATEN | | |

SATURDAY / SÁBADO / SAMDI

EASTBOUND / RUMBO ESTE / DIREKSYON ÈS

| | MORNING / MAÑANA / MATEN | | |

SUNDAY / DOMINGO / DIMANCH

EASTBOUND
RUMBO ESTE / DIREKSYON ÈS

	MORNING / MAÑANA / MATEN																			AM	PM	AFTERNOON & EVENING / TARDE Y NOCHE / APREMIDI, CHAK ASWÈ																																	
HIALEAH METRORAIL	5:48	-	6:23	-	6:58	-	7:34	-	8:11	-	8:48	-	9:28	-	10:08	-	10:48	-	11:28	-		12:08	-	12:48	-	1:28	-	2:08	-	2:47	-	3:28	-	4:10	-	4:50	-	5:30	-	6:33	-	7:33	8:19	9:06	-	10:06	10:36	11:37
NW 37 AV AMTRAK	-	-	-	-	-	-	-	8:02	-	8:38	-	-	-	-	-	10:37	-	11:17	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6:43	7:13	7:43	-	-	9:43	-	-	-

	MORNING / MAÑANA / MATEN	EVERY CADA/CHAK 20 min FROM DESDE/DE	AM/PM	TO HASTA/A	EVENING / NOCHE / CHAK ASWÈ									PM	AM	OVERNIGHT / DE NOCHE A MAÑANA / LANNWIT LAN				
NORTHSIDE METRORAIL	5:58	6:17	AM	6:17	6:48	7:18	7:48	8:32	9:17	9:47	10:17	10:47	11:48			12:38	1:38	2:38	3:38	4:38
NW 79 ST & NW 7 AV	6:08	6:27	PM	6:30	7:00	7:30	8:00	8:44	9:27	9:57	10:27	10:57	11:58			12:47	1:47	2:47	3:47	4:47
NE 79 ST & BISCAYNE BLVD	6:15	6:34		6:38	7:08	7:38	8:08	8:52	9:33	10:03	10:33	11:03	12:04			12:53	1:53	2:53	3:53	4:53
ABBOTT AV & 69 ST	6:27	6:46		6:53	7:23	7:53	8:23	9:07	9:45	10:15	10:45	11:15	12:16			1:05	2:05	3:05	4:05	5:05
INDIAN CREEK DR & 40 ST	6:36	6:55		7:03	7:33	8:03	8:33	9:15	9:53	10:23	10:53	11:23	12:24			1:13	2:13	3:13	4:13	5:13
WASHINGTON AV & 17 ST	6:43	7:02		7:11	7:41	8:11	8:41	9:22	10:00	10:30	11:00	11:30	12:30			1:19	2:19	3:19	4:19	5:19

WESTBOUND
RUMBO OESTE / DIREKSYON WÈS

	MORNING / MAÑANA / MATEN				EVERY CADA/CHAK 20 min FROM DESDE/DE	AM/PM	TO HASTA/A	EVENING / NOCHE / CHAK ASWÈ								PM	AM	OVERNIGHT / DE NOCHE A MAÑANA / LANNWIT LAN			
WASHINGTON AV & 17 ST	4:39	-	5:43	-	6:38	AM	6:59	7:28	7:58	8:28	8:58	9:28	10:28	11:15	11:43			12:44	1:44	2:44	3:44
LINCOLN RD & JAMES AV	4:40	-	5:44	-	6:39	PM	7:00	7:29	7:59	8:29	8:59	9:29	10:29	11:16	11:44			12:45	1:45	2:45	3:45
COLLINS AVE & 41 ST	4:47	-	5:51	-	6:46		7:09	7:38	8:08	8:38	9:08	9:38	10:38	11:25	11:53			12:52	1:52	2:52	3:52
HARDING AV & 72 ST	4:58	5:31	6:03	6:39	6:58		7:23	7:52	8:22	8:52	9:21	9:51	10:51	11:38	12:06			1:03	2:03	3:03	4:03
NE 79 ST & BISCAYNE BLVD	5:09	5:42	6:15	6:51	7:10		7:38	8:07	8:37	9:07	9:34	10:04	11:04	11:51	12:18			1:15	2:15	3:15	4:15
NW 79 ST & 7 AV	5:16	5:49	6:23	6:59	7:18		7:46	8:15	8:45	9:14	9:41	10:11	11:11	11:58	12:25			1:22	2:22	3:22	4:22
NORTHSIDE METRORAIL	5:24	5:57	6:33	7:10	7:29		7:55	8:24	8:54	9:23	9:50	10:20	11:20	12:07	12:33			1:30	2:30	3:30	4:30

	MORNING / MAÑANA / MATEN																	AM	PM	AFTERNOON & EVENING / TARDE Y NOCHE / APREMIDI, CHAK ASWÈ																																			
NW 37 AV AMTRAK	5:28	-	-	-	7:33	-	8:13	-	-	-	-	-	10:26	-	11:06	-	-			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7:06	-	-	-	-	-	9:27	-	-	-	-
HIALEAH METRORAIL	5:36	6:05	-	7:19	-	7:58	-	8:40	-	9:25	-	10:11	-	10:51	-	11:31	-			12:11	-	12:51	-	1:31	-	2:11	-	2:51	-	3:31	-	4:10	-	4:49	-	5:30	-	6:10	-	6:50	-	7:25	-	8:02	-	9:01	-	9:57	10:27	11:27

NBAYVL City Of North Bay Village Mini Bus

View In Website Mode

The NBAYVL bus line City Of North Bay Village Mini Bus has one route. For regular weekdays, their operation hours are:
(1) North Bay Village Shuttle: 7:00 AM - 6:00 PM
Use the Moovit App to find the closest NBAYVL bus station near you and find out when is the next NBAYVL bus arriving.

Direction: North Bay Village Shuttle

29 stops

VIEW LINE SCHEDULE

City Of North Bay Village Public Works
1841 Galleon St, Miami Beach

Bay Villlage Condo West
1771 S Treasure Dr, Miami Beach

Buccaneer Av@S Treasure Dr
1571 S Treasure Dr, North Bay Village

N Treasure Dr@W Treasure Dr
1440 N Treasure Dr, North Bay Village

N Treasure Dr@Hispanola Av
1700 N Treasure Dr, Miami Beach

Bay Village Condo East
1790 S Treasure Dr, Miami Beach

Treasures on Bay

Treasure Island Elementary North
East Treasure Drive, Miami Beach

79 Stcy & E Treasure Dr

79 Stcy & Op # 1800

79 Stcy & Hispanola Av
1665 79th Street Cswy, Miami Beach

79 Stcy & Adventure Av

79 Stcy & Harbor Island Dr
Larry Paskow Way, North Bay Village

Old City Hall
7903 East Dr, North Bay Village

The Lido

NBAYVL bus Time Schedule

North Bay Village Shuttle Route Timetable:

Sunday	Not Operational
Monday	7:00 AM - 6:00 PM
Tuesday	7:00 AM - 6:00 PM
Wednesday	7:00 AM - 6:00 PM
Thursday	7:00 AM - 6:00 PM
Friday	7:00 AM - 6:00 PM
Saturday	Not Operational

NBAYVL bus Info

Direction: North Bay Village Shuttle
Stops: 29
Trip Duration: 55 min
Line Summary: City Of North Bay Village Public Works, Bay Villlage Condo West, Buccaneer Av@S Treasure Dr, N Treasure Dr@W Treasure Dr, N Treasure Dr@Hispanola Av, Bay Village Condo East, Treasures on Bay, Treasure Island Elementary North, 79 Stcy & E Treasure Dr, 79 Stcy & Op # 1800, 79 Stcy & Hispanola Av, 79 Stcy & Adventure Av, 79 Stcy & Harbor Island Dr, Old City Hall, The Lido, Biscayne Sea Club, Blu Rentals, Vogel Park, Island Market, Beach View@79 St Pkwy, Beach View@Bay Terrace, Bay Terrace@Miami View Dr, Miami View Dr@ 79 St Pkwy, 79 Stcy & Adventure Av, Village Hall, 79 Stcy & # 1800, 79 Stcy & E Treasure Dr, Treasure Island Elementary South, City Of North Bay Village Public Works

7927 East Dr, North Bay Village

Biscayne Sea Club
7939 East Drive, North Bay Village

Blu Rentals
7940 West Dr, North Bay Village

Vogel Park
West Drive, North Bay Village

Island Market
7904 West Dr, North Bay Village

Beach View@79 St Pkwy
7810 Beach View Dr, North Bay Village

Beach View@Bay Terrace
7400 Beach View Dr, North Bay Village

Bay Terrace@Miami View Dr
7401 Miami View Dr, North Bay Village

Miami View Dr@ 79 St Pkwy
7811 Miami View Dr, North Bay Village

79 Stcy & Adventure Av
1400 79th Street Cswy, North Bay Village

Village Hall
1666 79th Street Cswy, Miami Beach

79 Stcy & # 1800
1790 Kennedy Cswy, Miami Beach

79 Stcy & E Treasure Dr
1888 Kennedy Cswy, Miami Beach

Treasure Island Elementary South
East Treasure Drive, Miami Beach

City Of North Bay Village Public Works
1841 Galleon St, Miami Beach



Appendix H
AutoTURN Analysis

79th STREET CAUSEWAY
(STATE ROAD NO. 984)
(NORTH BAY CAUSEWAY)

EAST TREASURE DRIVE

Rear-Load Garbage Truck
NOISE REPORT 65dB (US)

457,0
43,0 264,0
Rear-Load Garbage Truck

Track	: 96,0		Inches
Lock to Lock TIme	: 6,0	Width	: 96,0
Steering Angle	: 27,4		

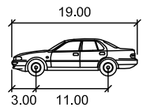
NORTH

Maneuverability Plan

SCALE: 1" = 20'

79th STREET CAUSEWAY
(STATE ROAD NO. 984)
(NORTH BAY CAUSEWAY)

EAST TREASURE DRIVE



P

	feet
Width	: 7.00
Track	: 6.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.6

NORTH

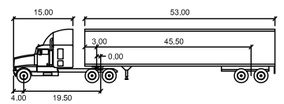
Maneuverability Plan

SCALE: 1" = 20'

79th STREET CAUSEWAY
(STATE ROAD NO. 984)
(NORTH BAY CAUSEWAY)

EAST TREASURE DRIVE

WB-67
AASHTO 2018 (US)



WB-67

feet

Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		

NORTH

Maneuverability Plan

SCALE: 1" = 20'

79th STREET CAUSEWAY
(STATE ROAD NO. 984)
(NORTH BAY CAUSEWAY)

EAST TREASURE DRIVE

WB-67
AASHTO 2018 (US)

15.00
53.00
3.00
45.50
0.00
4.00
19.50

WB-67

feet

Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		

NORTH

Maneuverability Plan

SCALE: 1" = 20'

79th STREET CAUSEWAY
(STATE ROAD NO. 984)
(NORTH BAY CAUSEWAY)

TREASURE DRIVE

WB-67
AASHTO 2018 (US)

15.00
53.00
3.00
45.50
0.00
4.00
19.50

WB-67

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		

NORTH

Maneuverability Plan

SCALE: 1" = 20'

Shoma North Bay Village

Gravity Sewer Capacity Analysis

Technical Memorandum

June 14, 2023

Prepared for:

SHOMA

Shoma Group
201 Sevilla Avenue, Suite 300
Coral Gables, Florida 33134

Prepared By:

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

300 ENGINEERING GROUP, LLC

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Section 5 – Modeling Assumptions 5

Section 6 – Modeling Results – Existing Conditions 6

Section 7 – Modeling Results – Future Conditions 8

Appendices

Appendix A – Project Area Map

Section 1 – Technical Memorandum Information



Digitally signed by Pablo A Alvarez
DN: c=US, o=Florida, dnQualifier=A01410C000001897 3AE9DDC0007F8C1, cn=Pablo A Alvarez
Date: 2023.07.24 10:43:43 -04'00'

Date: June 14, 2023

To: Shoma Group

From: 300 Engineering Group, LLC

Prepared By: Paola Davalos, PE (300 Engineering Group, LLC)

Subject: Shoma North Bay Village Development Project - Gravity Sewer Capacity Analysis

Section 2 – Project Details

Location: 1872 Kennedy Causeway North Bay Village, 33141

Future Usage: The project consists of a proposed average daily flow of 59,529 GPD per the Sewer Allocation Form submitted to North Bay Village (Village). The future use includes 333 apartments, 35,037 SF Grocery store, 5,064 SF of Retail and 10,564 SF of restaurant space. The project proposes to discharge to an existing 8-inch gravity main along E. Treasure Dr. owned and maintained by the Village. The purpose of this Technical Memorandum is to confirm that the existing 8-inch gravity main has adequate capacity to accommodate the flows from the proposed project.

Project Flow: 59,464 GPD Annual Average Daily Flow (AADF)

Section 3 – Point of Connection

The future Point of Connection (POC) for the Shoma development will be at MH-71B, the terminal manhole for the existing 8-inch gravity main located on East Treasure Dr. The future flows from the Shoma development will then flow south into the North Bay Village (the Village) Pump Station (PS) Main. For a Project Area Map, refer to **Appendix A.**

Section 4 – Data Collection Summary

Various forms of data were collected and processed for use in the gravity sewer capacity analysis, as summarized below:

Description	Data Type	Purpose
Field Collected Data	GIS Shapefiles	Analysis
Pump Station Main As-builts	PDF	Background
Proposed PS Main Improvements Report and Plans (by Kimley Horn)	PDF	Background
Shoma North Bay Village Development Plans & Proposes Flows (by David Plummer & Associates)	PDF	Analysis

4.1 Field Data

The existing manhole and gravity main data such as inverts, pipe material, and pipe diameters was collected by 300 Engineering in the field throughout other projects taking place within the Village. The existing structure data was obtained through a combination of visual inspections and field measurements taken with telescoping level measuring rod. Neither survey nor as-built information was available for the existing gravity main or manholes.

4.2 Proposed Pump Station Improvements

The PS Main Improvements, designed by Kimley-Horn & Associates (KH), consists of a new pump station with 2 submersible pumps as well as modifications to the force main connection and gravity sewer piping. The project also includes the installation of one macerator (MAC) to alleviate pump clogging issues. The manhole and gravity sewer information used in the model was obtained from the KH PS Main Improvement design plans and report.

4.3 Shoma North Bay Village Development Plans

A Sewer Distribution Plan provided by Shoma North Bay Village project team was received as background information for the preparation of this Gravity Model Analysis. 300 Engineering assumes no responsibility for incorrect data or flow projections for the sewer collection system information of the proposed development including: location, lineal feet (LF), diameter, and material of all underground sanitary sewer pipes in the system (laterals and mains), manholes and cleanouts, grease interceptors, projected flows etc.

4.4 Water Consumption Records

There are four existing properties along East Treasure Dr. which connect to the gravity main segment being modeled as part of this analysis. The average daily flow (ADF) from the four (4) properties on East Treasure Dr was calculated from data obtained over a period of one year (May 1, 2022 through May 1, 2023) based on the Village's water service consumption records.

The table below depicts the average flow (hgal) per property, adjusted to exclude data shown as 0 hgal The total adjusted values were used in the development of the gravity sewer hydraulic model analysis

Service Address	Meter Number	Average Flow (hgal)	Gallons per Day (GPD)	Total (GPD)
7601 E TREASURE	17051465	6,166	88,085	88,989
	18210308	56	793	
	18217452	8	108	
1872 KENNEDY CSWY	18209863	29	415	415
7545 E TREASURE DR	17051507	1,187	16,958	17,239
	18210367	17	247	
7540 E TREASURE DR	18217433	11	152	310
	18217456	2	30	
			Total:	**106,952**

4.5 Miami Dade County Code of Ordinances Sec. 24-43.1 (5) (c) Schedule of Daily Rated Gallonage

Flows for each property discharging into the East Treasure Dr gravity main were also calculated through the use of the Miami Dade County Code of Ordinances Sec. 24-43.1 (5) (c) Schedule of

Daily Rated Gallonage for Various Occupancies, and Property Appraiser Records. These estimated flow values are shown below:

Service Address	Land Use Type	No. of Units	Building Area	Gallons per Day (GPD)	Estimated Flow (GPD)
7601 E TREASURE	Multi Family, High Density	535	-	135 GPD /unit	72,225
1872 KENNEDY CSWY	Retail	-	7,821	100 GPD/100 sq ft	7,821
7545 E TREASURE DR	Multi Family, High Density	104	16,958	135 GPD /unit	14,040
7540 E TREASURE DR	Public Schools	-	140,920	12 gpd/100 sq ft	3,387
	Public Schools	-	408,157	12 gpd/100 sq ft	2,468
				Total:	**99,940**

4.6 Flow Inputs

Ultimately, the flow inputs used for the model were derived from both the water consumption records and the Miami Dade County Code of Ordinances Sec. 24-43.1 (5) (c) Schedule of Daily Rated Gallonage for Various Occupancies, whichever was greater for each property, to obtain the most conservative flow estimates. A comparison table between both sets of data is shown below:

Service Address	Water Consumption (GPD)	MDC Schedule of Daily Rated Gallonage Estimated Flow (GPD)	Selected Flow (GPD)
7601 E TREASURE	88,989	72,225	88,989
1872 KENNEDY CSWY	415	7,821	7,821
7545 E TREASURE DR	17,239	14,040	17,239
7540 E TREASURE DR	310	5,855	5,855
Total:	**106,952**	**99,941**	**119,904**

Section 5 – Modeling Assumptions

5.1 Existing and Future Pump Station Upgrades

The gravity sewer capacity analysis does not account for the capacity of the existing or future PS Main. Additionally, this analysis is not intended to validate the future gravity sewer system upgrades and rehabilitation designed by KH.The hydraulic conditions of the pump station (existing or future) and force main pressures was not modeled.

5.2 Outfall Conditions

A steady state condition was assumed at PS Main due to the pump station's pumps not being modeled as part of the analysis; outfall conditions at the pump station's influent pipe were assumed for all scenarios. The outfall condition assumed and analyzed during the sewer capacity analysis was crowned outfalls. A crowned outfall condition assumes that the pump station wet well is filled to the top of the influent pipe (crown of invert).

A maximum allowable capacity of 50% was assumed for the gravity mains within the system. To achieve this, the Village must maintain free flow into the PS Main wet well without surcharge.

5.3 Proposed Gravity System of Non-East Treasure Dr Flows

The Existing Conditions Modeling Scenario only accounts for flows from East Treasure Dr. gravity main segment (as shown in Appendix A).

The Future Conditions Modeling Scenario includes the future modifications to the gravity sewer entering PS Main as a result of the Pump Station upgrade proejct. This scenario converges receiving flows into one manhole: MH 2. This scenario was developed based on the Plans and Report prepared by KH.

5.4 Infiltration & Inflow (I/I)

All flows originating from East Treasure Dr were increased by 30% (assumed I/I County Average) to account for I/I within the Village's gravity sewer system.

Service Address	Selected Flow (GPD)	Selected Flow (GPM)	Flow w/ 30% I-I Contribution
7601 E TREASURE	88,989	62	80
1872 KENNEDY CSWY	7,821	5	7
7545 E TREASURE DR	17,239	12	16
7540 E TREASURE DR	5,855	4	5
Total:	**119,904**	**83**	**108**

5.5 CIPP Liners

The 8-inch gravity main along East Treasure Dr has been previously rehabilitated through the use of Cured-in-Place Pipe (CIPP). Due to the presence of CIPP lining in these segments, a decrease in diameter of 0.5 inches was assumed.

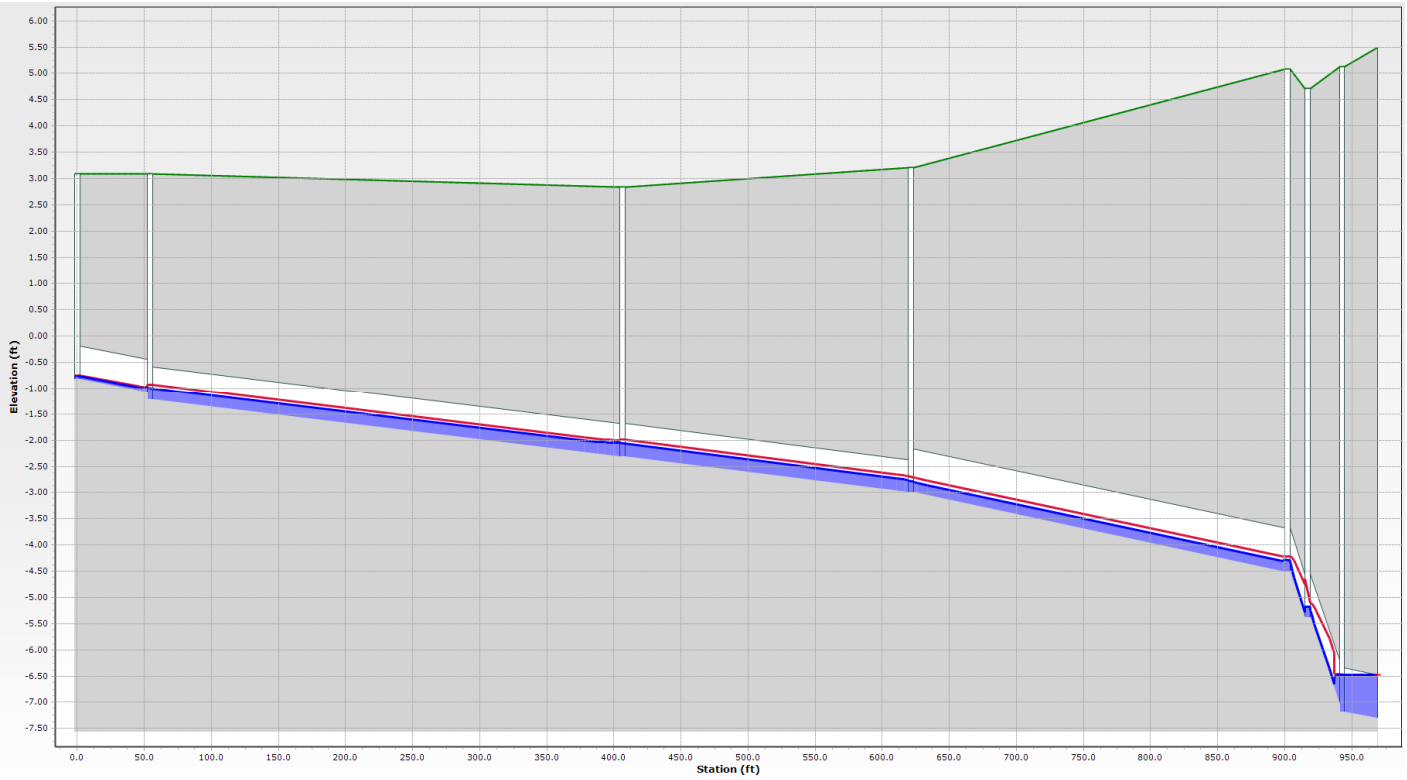
Section 6 – Modeling Results – Existing Conditions

The following are the results of the hydraulic modeling analysis performed for the existing gravity sewer network based on the existing Pump Station Main configuration.

6.1 Existing Flows

Analysis of the East Treasure Dr existing gravity sewer system in comparison to the existing flows indicated that the current gravity sewers can sufficiently accommodate the current flow of 108 GPM. The Capacity of each gravity main segment is summarized in the table and gravity main profile below.

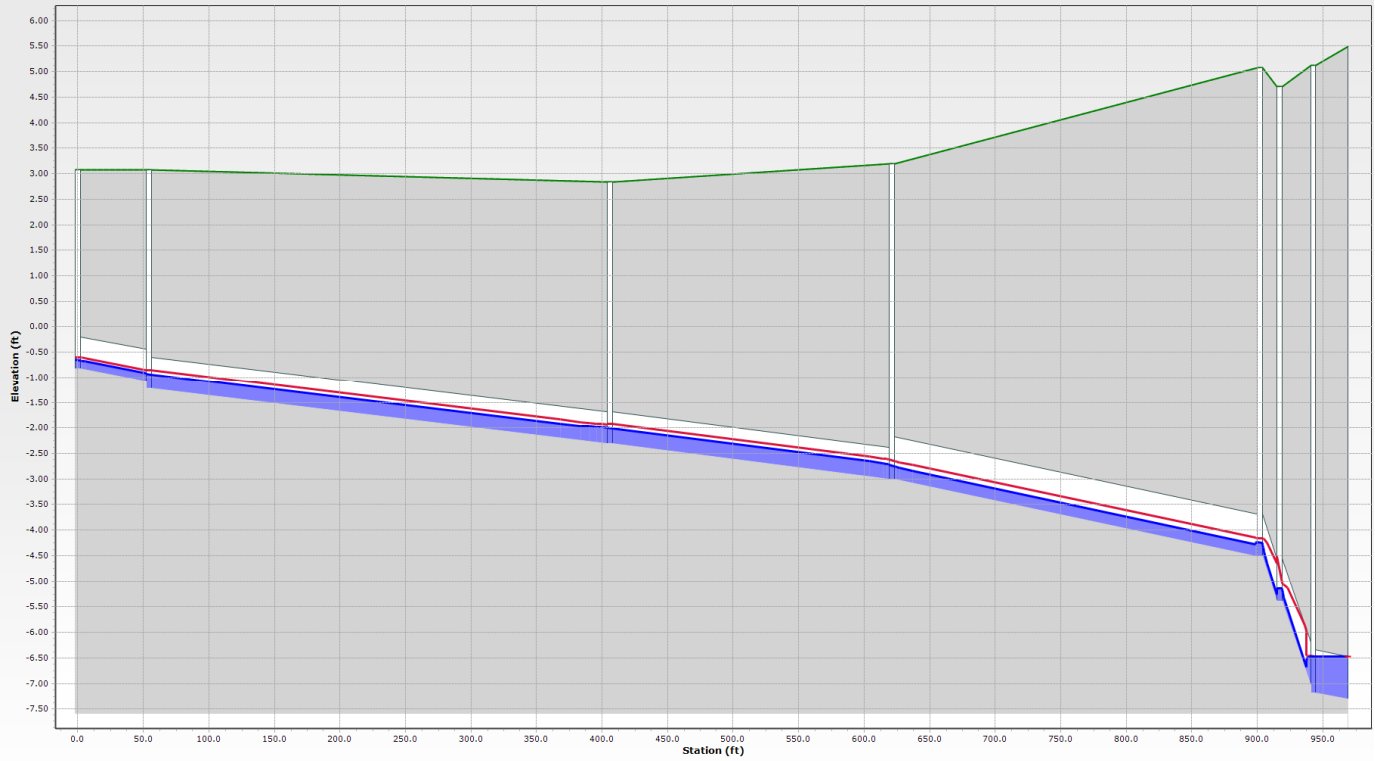
Upstream MH	Downstream MH	Capacity Filled (%)
MH71B	MH71A	11.6
MH71A	MH71	38.7
MH71	MH72	38
MH72	MH72A	26.7
MH72A	MH72B	19.3
MH72B	MH72C	46.2



6.2 Project Flows

Analysis of the East Treasure Dr existing gravity sewer system in comparison to the existing flows indicated that the current gravity sewers can sufficiently accommodate the future flow of 155 GPM from the Shoma North Bay Village Project. The Capacity of each gravity main segment is summarized in the table and gravity main profile below

Upstream MH	Downstream MH	Capacity Filled (%)
MH71B	MH71A	25.2
MH71A	MH71	47.9
MH71	MH72	46.1
MH72	MH72A	32.1
MH72A	MH72B	23.3
MH72B	MH72C	46.2



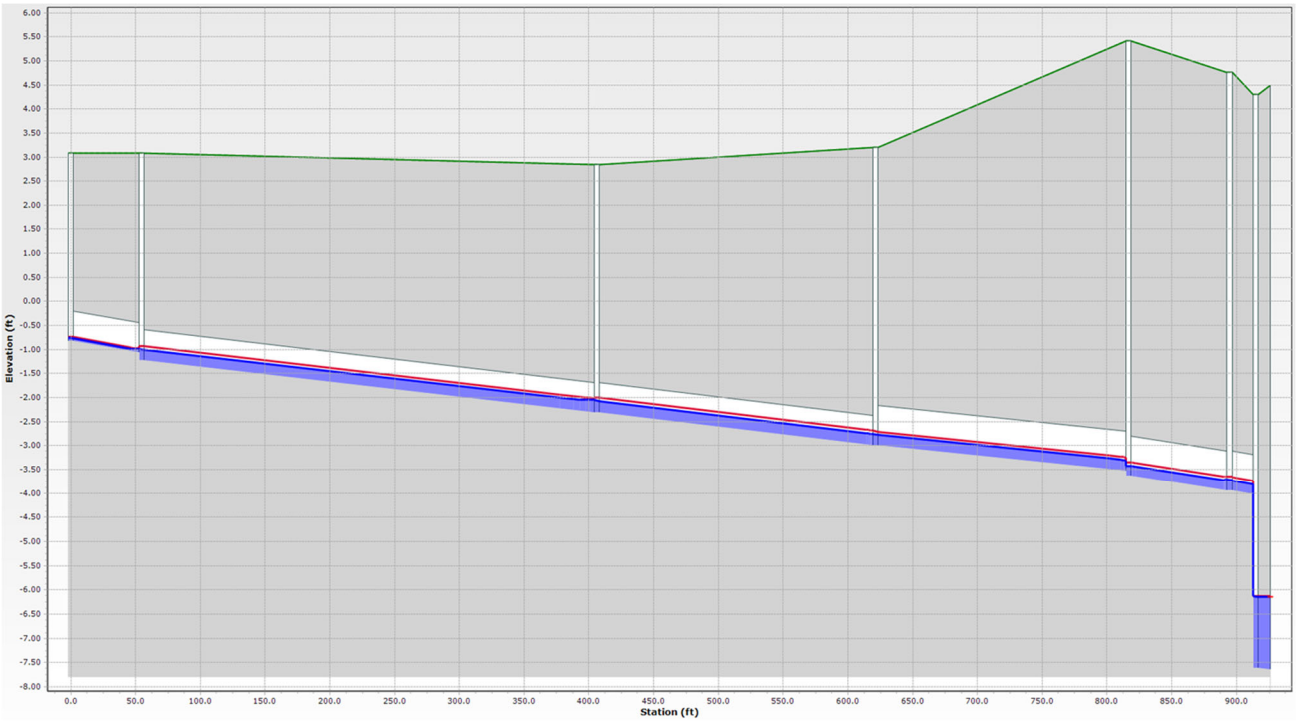
Section 7 – Modeling Results – Future Conditions

The following are the results of the hydraulic modeling analysis performed for the future gravity sewer network based on the future Pump Station Main configuration.

7.1 Existing Flows

Analysis of the East Treasure Dr future gravity sewer system configuration in comparison to the existing flows indicates that the future gravity sewers system configuration can sufficiently accommodate the existing flow of 108 GPM. The Capacity of each gravity main segment is summarized in the table and gravity main profile below:

Upstream MH	Downstream MH	Capacity Filled (%)
MH71B	MH71A	11.6
MH71A	MH71	38.7
MH71	MH72	38.9
MH72	MH1	26.5
MH1	MAC	26.6
MAC	MH2	25.2

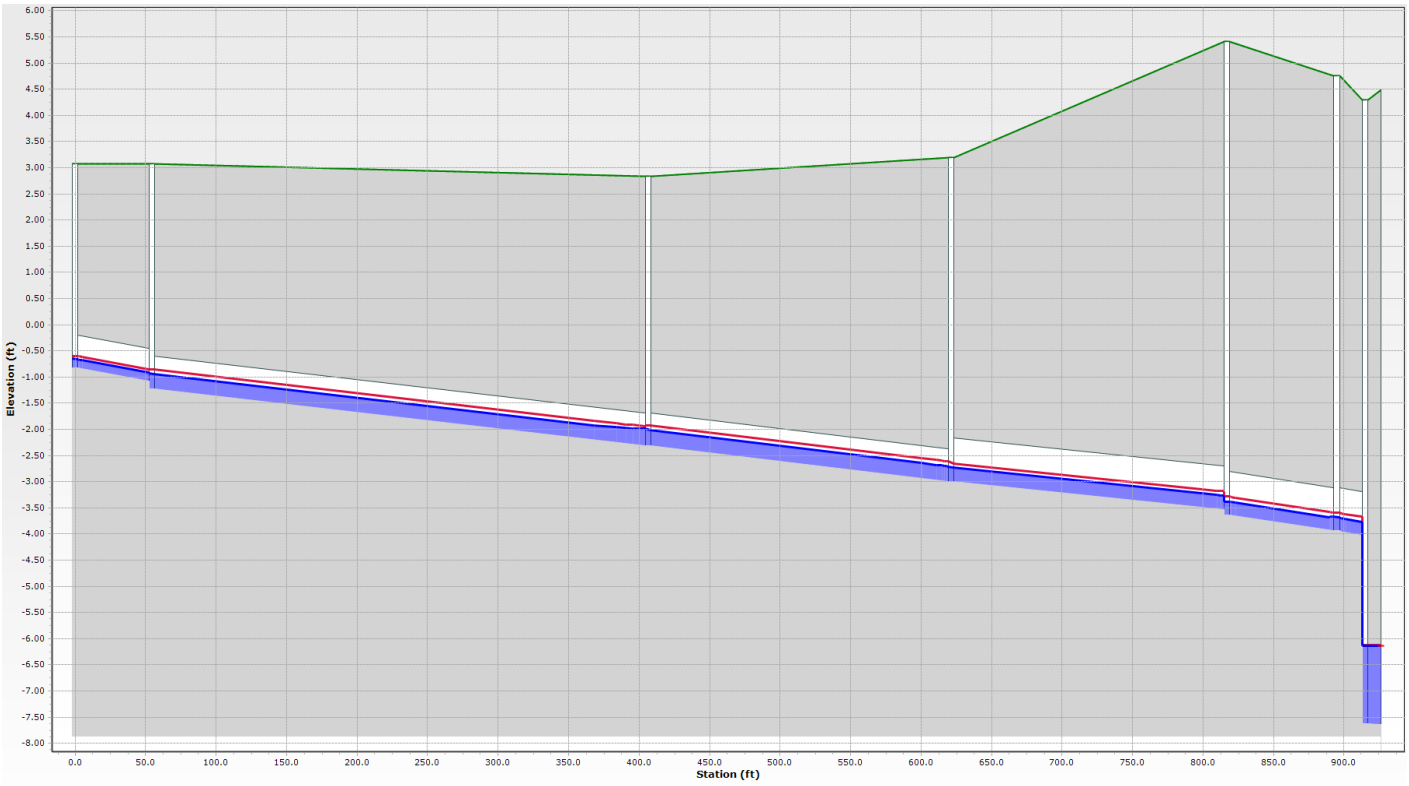


7.1 Project Flows

Analysis of the East Treasure Dr future gravity sewer system in comparison to the estimated project flows indicates that the future gravity sewers can sufficiently accommodate the future flow of 155 GPM.

The Capacity of each gravity main segment is summarized in the table and gravity main profile below:

Upstream MH	Downstream MH	Capacity Filled (%)
MH71B	MH71A	25.2
MH71A	MH71	47.9
MH71	MH72	47.2
MH72	MH1	31.8
MH1	MAC	32
MAC	MH2	30.3

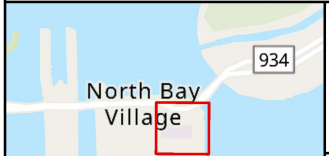

Elevation (ft)
6.00
5.50
5.00
4.50
4.00
3.50
3.00
2.50
2.00
1.50
1.00
0.50
0.00
-0.50
-1.00
-1.50
-2.00
-2.50
-3.00
-3.50
-4.00
-4.50
-5.00
-5.50
-6.00
-6.50
-7.00
-7.50
-8.00
0.0
50.0
100.0
150.0
200.0
250.0
300.0
350.0
400.0
450.0
500.0
550.0
600.0
650.0
700.0
750.0
800.0
850.0
900.0
Station (ft)

Appendix A - Project Area Map



Legend

- Existing Parcels Connected to 8-inch GM
- Manhole
- Gravity Main
- Pump Stations
- Parcels
- Sewer Laterals
- Gravity Main Segment Modeled



Esri, NASA, NGA, USGS, FEMA; Miami-Dade County, FDEP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, USDA

Project Area Map

300 ENGINEERING GROUP, LLC

06/12/2023

Coordinate System: NAD 1983 2011 StatePlane Florida East FIPS 0901 Ft US

N

0 105 210 Feet

Calvin, Giordano & Associates, Inc.
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Memorandum

Date: June 20, 2023

To: Shoma North Bay Village, LLC

From: Silvia Vargas, FAICP, LEED AP (Village Planner)

Subject: Site Plan Review (DRC)

Project: Shoma North Bay Village - 1872 79th St. Causeway – 1st Review Cycle

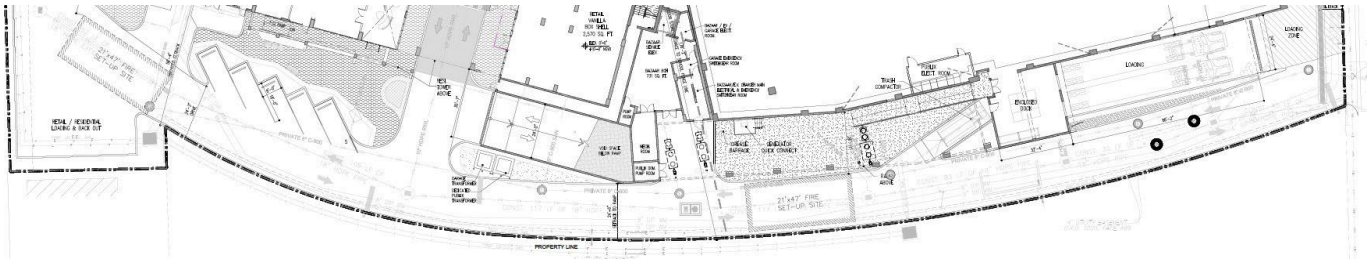
CC: Village Manager, Village Attorney

The following comments are offered following review of the application package and plan set dated 04.28.23:

1. The original Site Plan approval via Resolution No. 2021-046 (hereinafter referred to as "the Resolution") included a three-part Condition No. 14, as follows:

   (a) That a minimum six-foot (6 ft) wall must be provided along the edge of the property abutting Treasure Island Elementary School (TIES)
   WHP Reply: A six-foot wall along the southern property boundary abutting Treasure Island Elementary school has been provided. Please see revised sheets L-1 and HS-1. - Comment satisfied

   (b) That the northern perimeter of TIES be landscaped in a manner consistent with proposed Village improvements at TIES.
   WHP Reply: Additional landscape screening has been added on the south side of the six-foot wall along the southern property boundary abutting Treasure Island Elementary school. Please see revised sheet L-1. - Comment satisfied



   (c) That the western side of the northern sidewalk be expanded from 5 feet to a minimum of 8 feet in width.
   WHP Reply: The northern sidewalk has been expanded to 8 feet. Please see revised sheet's L-1 and HS-1 - Comment satisfied

We strongly recommend using the present opportunity to incorporate these improvement features into the modified plans, and to show them clearly and consistently throughout the plan set, so that this condition can be removed from the anticipated resolution.

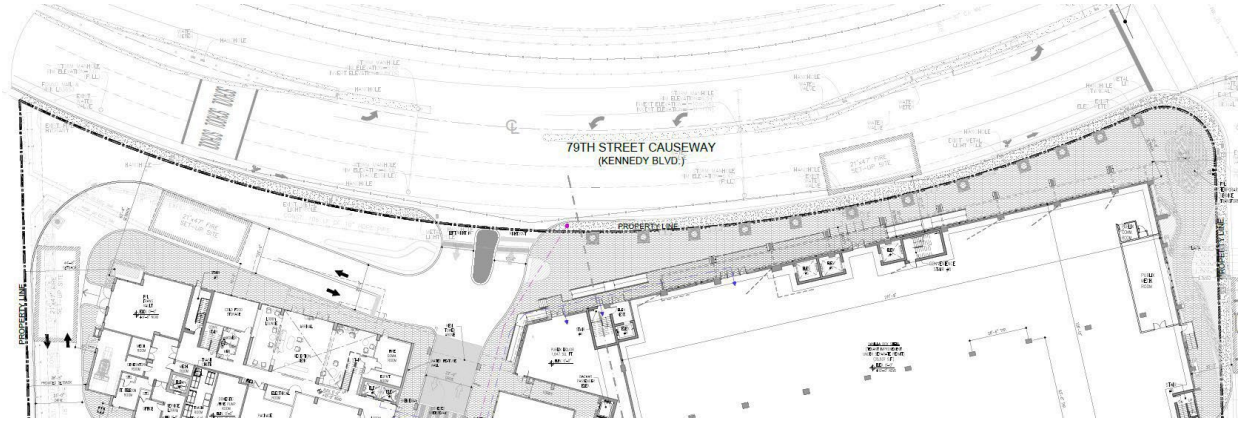
2. Condition No. 16 of the Resolution required collaboration with the Village to define civic space to provide a greener, more pedestrian-activated area with more significant public art than shown on the original site plan. The condition went on to further define three locations for public art displays, including a northeastern plaza area identified on the original site plan. It appears that northeastern plaza area has been relocated and/or reconfigured. Please describe in further detail your plans for the plaza now shown on the east side of the property abutting East Treasure Drive.
WHP Reply (Partial response only related to plaza layout: Please see SK-1 for enlarged colored plan of the plaza located on the east side of the property abutting East Treasure Drive which gives further detail on the proposed design and includes the location of the bus shelter. Please see sheet HS-1 for hardscape material and site furnishing specifications and sheet L-1 for plant types and specifications in this area. -Comment partially satisfied; detail does not address Civic Use functions, public art location or fulfillment of Civic Space requirement

3. Condition No. 17 of the Resolution requires palms to be planted along the Kennedy Causeway frontage of the property (or a species preapproved by the Village). The Landscape Plan (Sheets L1-L3) shows royal palms spaced out at approximately 25 feet (refer to Comment 1 in reference to Site Plan defect). However, the Renderings (Sheets RE-1 and RE-2) are inconsistent, showing small potted trees instead. Please revise to remove this inconsistency.
WHP Reply (Partial response related to palm layout): The Royal Palms proposed along the Kennedy causeway frontage have been spaced at 35 feet on center in coordination with site lighting as to provide proper clearance per city code and comment. These palms will be planted at grade with tree grates to allow for greater pedestrian circulation. - Comment partially satisfied. Rendering has not been updated.



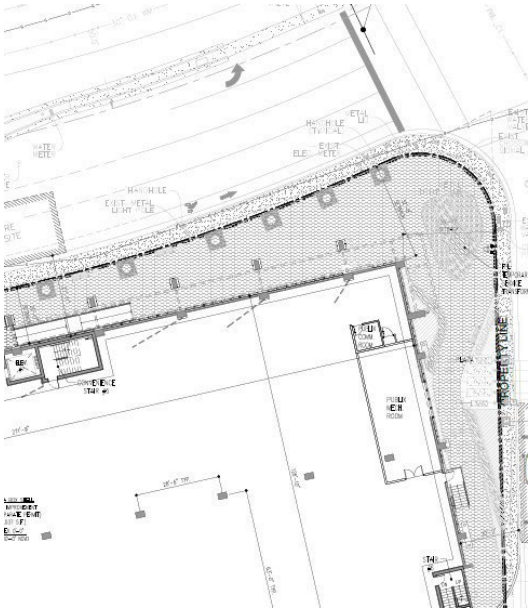
4. Please revise the Site Plan to show (as the previously approved version, dated 03.23.21, did) the proposed placement of tree grates for the palms required to be placed along the entire north property line facing 79th Street Causeway per condition No. 17 of the Resolution. While the new Landscape Plan (Sheets L1-L3) does indicate palms planted at intervals of approximately 25 ft. extending to the western property line (as per the previous approval), the modified Site Plan (Sheet A-0. SP-1) shows tree grates only in front of Publix.

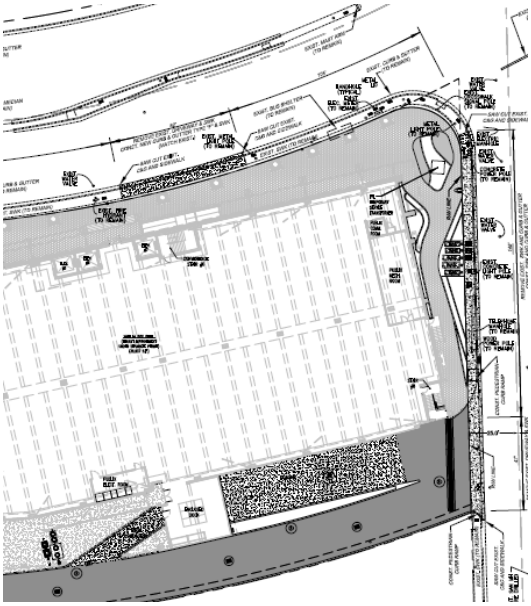
WHP Reply: The Royal Palms proposed along the Kennedy causeway frontage on the eastern half of the site will be planted at grade with tree grates and spaced at 35 feet on center in coordination with proposed light poles. Royal palms have also been provided on the western portion of the north frontage but have been planted on the south side of the sidewalk in an open landscape area and thus no tree grates will be required here. These palms have been spaced at 25 feet on center as there were no conflicts with proposed light poles on this portion of the northern frontage. Please see revised sheet L-1. Comment satisfied re: spacing



5. Condition No. 18 of the Resolution requires replacement of the existing bus shelter located on the public right-of-way adjacent to the northeastern corner of the property; however, the bus shelter does not appear on any of the ground-plane views (see, for example, Site Plan Sheet A-0. SP-1, below left) except for the Civil Site Plan (see Sheet C-2.0, below right).

WHP Reply: The bus shelter location has been included in the landscape and hardscape plans. Please see revised sheets L-1 & HS-1. - Comment satisfied





Also, please detail how an updated shelter would interface with the royal palms based on the proposed spacing.

1. Please add the project's total square footage and intensity (FLR) data to the Site Data Summary table on Sheet

A-0. SP-1. The Village in 2021 adopted a maximum FLR of 13.0, which applies to the T6 transect zone.

- MSA: See sheet A-0.SP-1 for Site Data Table including Intensity and area. Comment Satisfied

6. Please break down the square footage of the proposed food hall/bazaar space (either in the Parking Summary Table on Sheet A-0. SP-1 or in the Letter of Intent) from the square footage of the Publix and other retail.
   - MSA: See sheet A-0.SP-1 for Parking Summary Table including the break down of the square footage of retail, supermarket and food hall. Comment partially satisfied - figures are internally inconsistent (LOI v. plan v. table)

7. Exhibits accompanying Resolution No. 2021-064 to approve a distance variance from the (then in effect) alcoholic beverage licensing requirements of Chapter 111 show the liquor store as a 1,400 square foot space. The current site plan shows the liquor store with an area of 1,687 square feet and different configuration. Please explain how this difference will be reconciled.

   - MSA: See sheet A-0.SP-1 for revised areas for the liquor store and supermarket. Comment satisfied

   - Please add loading zone data (required versus provided) to the Parking Summary table on Sheet A-0. SP-1.

   - MSA: See sheet A-0.SP-1 for Loading Zone Data table. Comment satisfied

8. Please clarify your calculation of required bicycle parking/storage. Following Sections 8.24 and 15.3.A.2.d.4, our calculation is that 66 bicycle parking spots are required to serve the residential use, and approximately 6 to serve the commercial use. However, after the first 50, the additional number may be reduced by one-half, so 61 spaces minimum are required (with 69 spaces provided).
   WHP Reply (Partial response related bike racks located in the public realm): Bike racks are included within the public realm and can accommodate 40 bicycles. Please see sheet HS-1
   Comment partially satisfied

10. Please clarify where the 120 that the shared parking reduction factor is being applied to. Per the proposed Special Area Plan text amendment, shouldn't it be applied to the "lesser use" i.e., the retail, which requires 159 spaces?

    - GUNSTER: MARIO/ELINETTE to look to text amendment and provide response. May need assistance from Plummer.

11. Please clarify/indicate if and where parking spaces will be reserved for Grandview Palace.

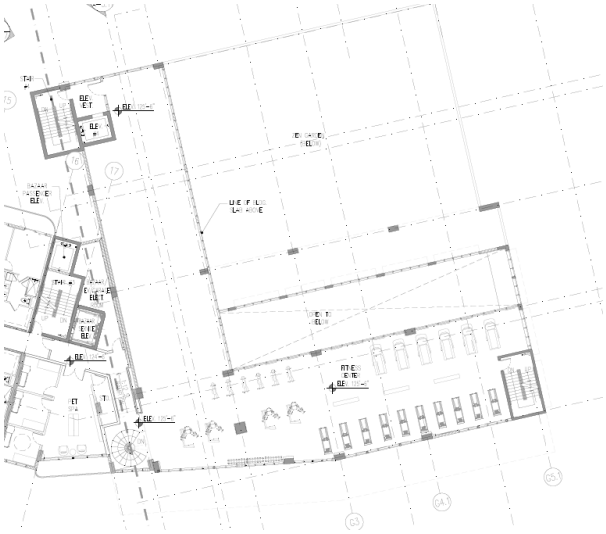
    - GUNSTER: MARIO/ELINETTE to provide response.

12. Please describe (either in the narrative provided in the Letter of Intent, or in tabular form on Sheet A-0. SP-1) how the project will meet the Green Building Program requirements which were adopted by the Village in 2021. Twenty (20) points are required.

    - **ABNEY GREEN REPLY: Please see attached response provided by Kyle Abney from Abney + Abney Green Solutions. The attached includes all of the Green Building Option that the project is currently including. The project is currently tracking 26 points. Also attached are the NGBS certification plan and corresponding NGBS Scoring summary for the project along with the NGBS Master Green verifier credential. Comment satisfied.**

13. Please clarify the use of the blank space that runs perpendicular to the fitness center (Sheet A-2.12).

    - MSA: See sheet A-2.12 for details on the fitness center area. Comment satisfied



14. Please add proposed hardscape surface materials to the Landscape Plans (Sheets L-1 to L-5, as appropriate), including any and all permeable materials.
    WHP Reply: Proposed hardscape materials and site furnishings have been called out and specified on the hardscape plan. Please see sheet HS-1. Comment satisfied

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Memorandum

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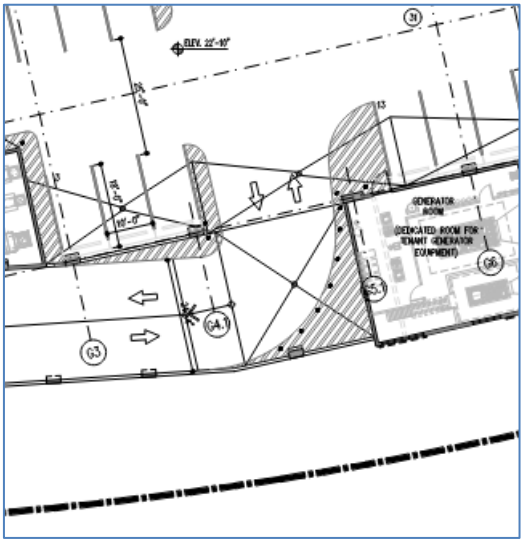
☐ **West Palm Beach Office** · 560 Village Boulevard · Suite 340 · West Palm Beach, FL 33409 · 561.684.6161(p) · 561.684.6360(f)

Date:	July 3, 2023
To:	**Silvia E. Vargas, FAICP** Principal Planner / Calvin Giordano & Associates
From:	Salman A Rathore, PE; Pablo Chon Kan, E.I.
Subject:	Shoma North Bay Village - 1872 79th St. Causeway Traffic Study Review (1st Submittal)
Project:	CGA 237744
CC:	

The following are comments based on the review of the Shoma NBV Site Plan Review prepared by MSA Architects, Inc:

1. Please provide sight distance triangles at each access as per Sec. 9.7.B. Please note that internal intersections may need to be evaluated for visibility using the same criteria set forth by Sec. 9.7.B. of the Code of Ordinances.
   SHOMA BAY 06/27/23: Sight distance triangles will be added to 79 ST Causeway access driveway and Treasure Island Drive access driveway at permit submittal.
   CGA 07/03/23: Partially satisfied. Please provide sight distance triangles for East Treasure Dr.
2. Please include the pedestal height in the Site Plan Table shown in Sheet A-0.SP-1.
   SHOMA BAY 06/27/23: Acknowledged, refer to revised Site Plan table which includes pedestal height.
   CGA 07/03/23: Satisfied.
3. Please provide an auto-turn exhibit showing the vehicles coming in and out of the loading zone. Make sure to include the complete maneuver until the vehicle is completely aligned with the travel lanes along E Treasure Dr. Please also include an auto-turn exhibit showing the design vehicle accessing and exiting the trash dumpster.
   Please include an auto-turn exhibit of the design vehicle at the turn shown in sheet A-2.2 (see below). Please include two vehicles traversing in opposite directions.



SHOMA BAY 06/27/23: Auto-Turn analysis of loading area and internal parking garage circulation. have been submitted with the revised Traffic Report.

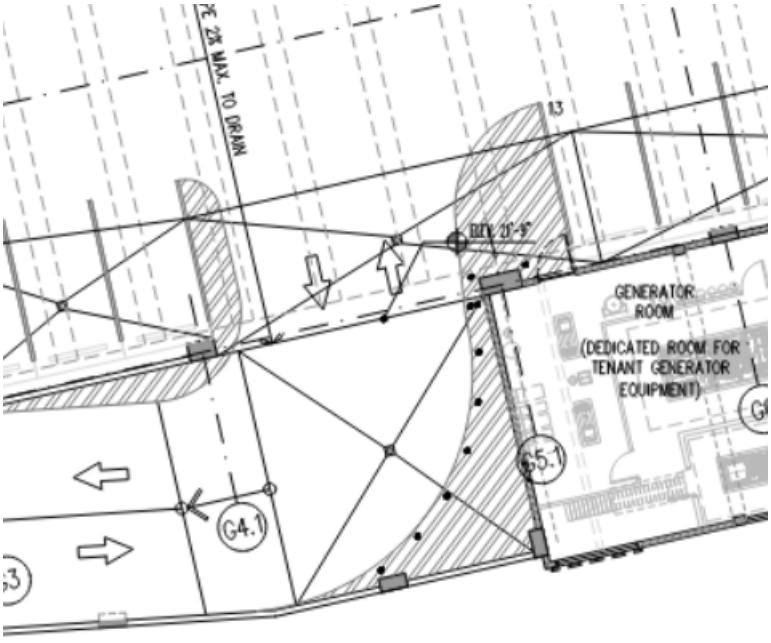
CGA 07/03/23: Partially satisfied. Please note that the layout used for the Auto turn analysis seems to be different from the ones provided in the set of plans. Please make sure the Auto Turn exhibits match the proposed design.

Page 198 of the TIA shows the rear of the design vehicle encroaching into the sidewalk. There's a safety concern with pedestrians not being able to see the vehicle and the vehicle invading the sidewalk, especially in a School Zone. Please address this issue.

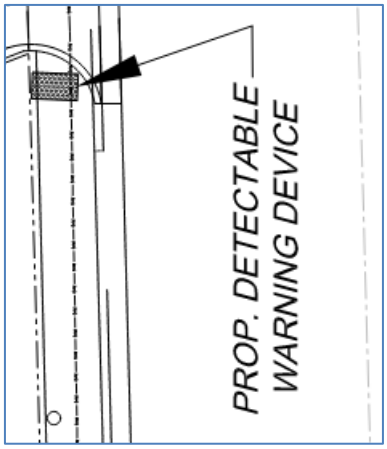
Please note that the section shown in the image above was not provided as part of the Auto Turn exhibits in the TIS (excerpt taken from A-2.2). Please address this issue.

Please note that the layout used for the Auto turn analysis seems to be different than the ones provided in the set of plans. Please make sure the Auto Turn exhibits match the proposed design.


PROPERTY LINE


SLOPE 2% MAX. TO DRAIN
GENERATOR ROOM
(DEDICATED ROOM FOR TENANT GENERATOR EQUIPMENT)
G4.1
G5.1

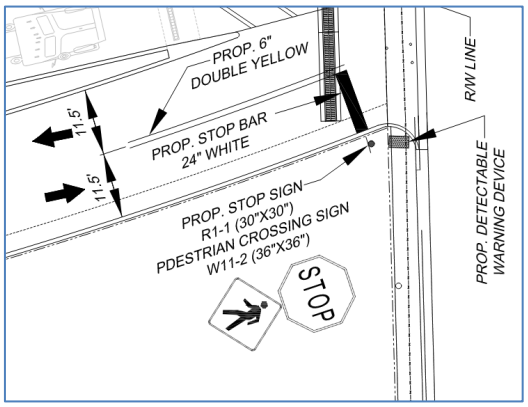
4. Please note that the proposed detectable warning shown at the eastern access in sheet C-7.0 must cover the full width of the sidewalk.



SHOMA BAY 06/27/23: DWS has been revised to cover full width of SWK. (See sheet C-7.0.)

CGA 07/03/23: Satisfied.

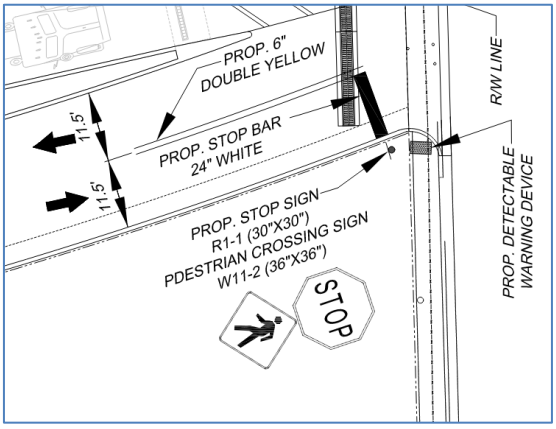
5. Please remove the warning sign shown at the eastern access in sheet C-7.0 as that combination is not supported by MUTCD. Also, please add dimensions showing the separation between the sidewalk and the stop bar for all accesses.

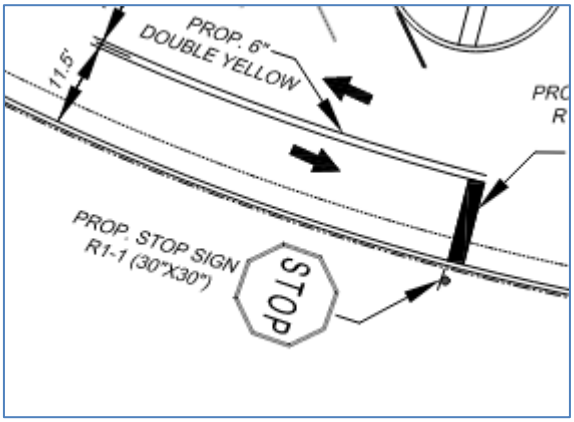


SHOMA BAY 06/27/23: Pedestrian warning sign has been removed, dimension had been added between stop bar and BOW. (See sheet C-7.0.)

CGA 07/03/23: Satisfied.

6. Please clarify if the proposed STOP signs along the southernmost internal driveway will be installed within the property line (see Sheet C-7.0).

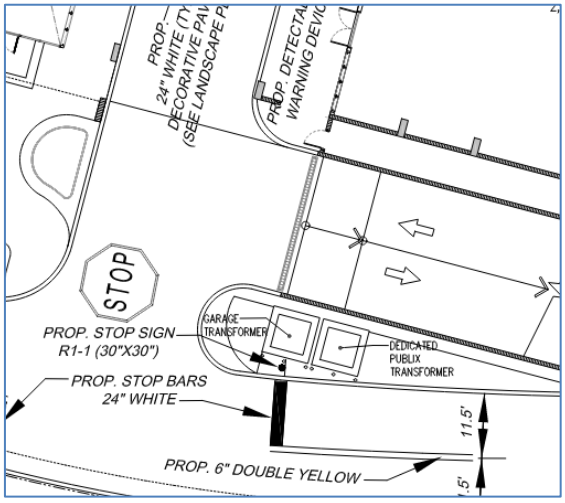




SHOMA BAY 06/27/23: Stop signs along the southernmost internal drive will be wall mounted to proposed 6' wall with in NBV property with a height clearance of 8'. (See sheet C-7.0.)

CGA 07/03/23: Satisfied.

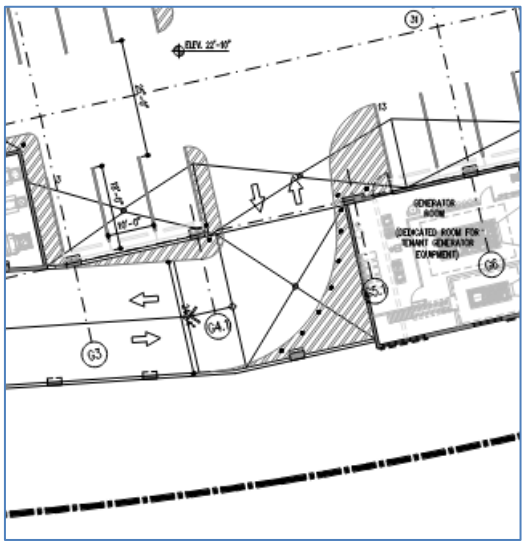
7. Please provide a stop bar and a stop sign for the ramp shown in sheet C-7.0.



SHOMA BAY 06/27/23: A stop bar and stop sign has been added to the ramp. See sheet C-7.0.

CGA 07/03/23: Satisfied.

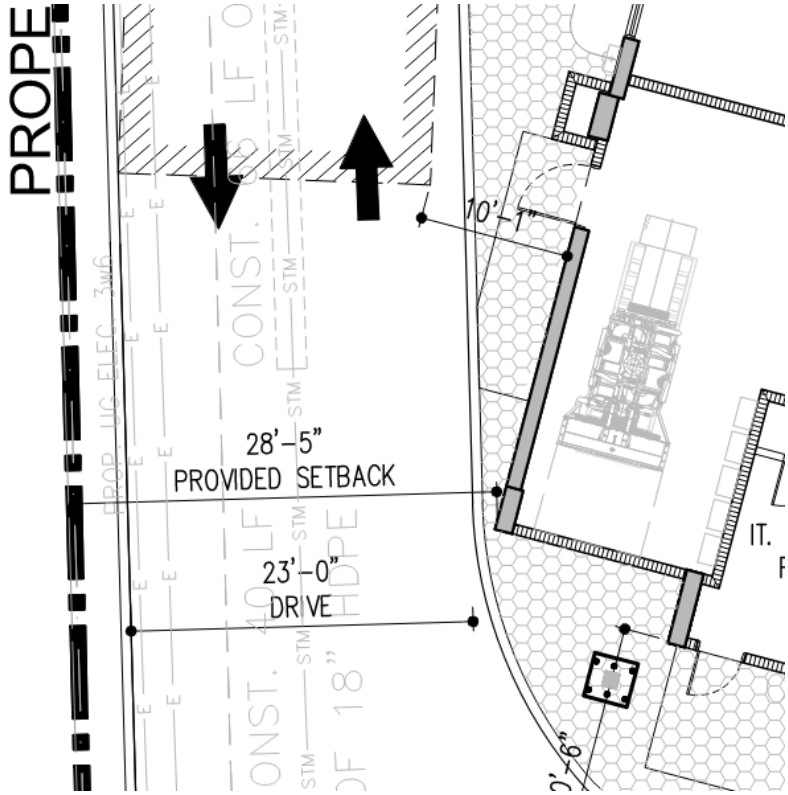
8. Consider adding pavement markings to visually help drivers stay in their lane at the sharp turn shown in sheets A-2.2 and A-2.4. Also, please consider adding a stop bar and a stop sign to control the movements at those intersections.



SHOMA BAY 06/27/23: Stop bars and stop signs have been added to create a full stop control intersection.

CGA 07/03/23: Please note that the stop bar and stop signs added are located at the entrance of the ramp, the suggested location is the curve at the top of the ramp, entering the parking lot (please see the figure shown above).

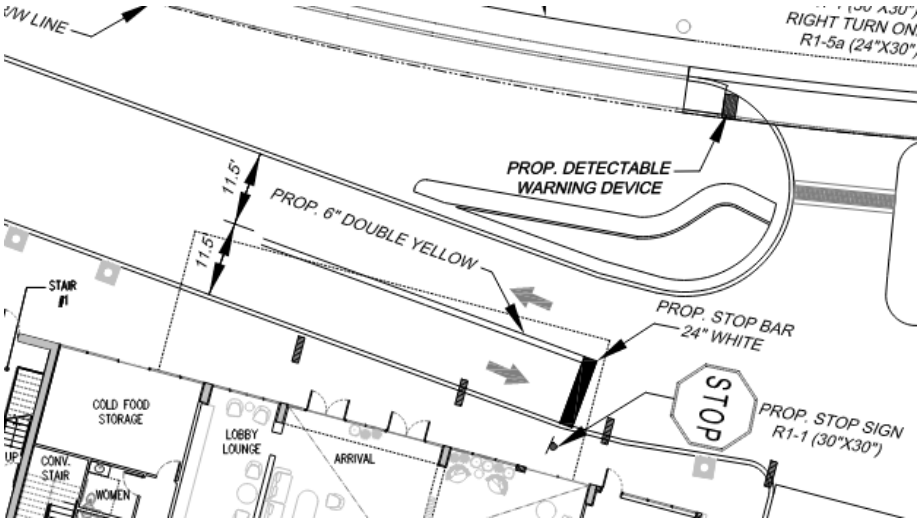
9. Please provide the dimensions for the sidewalk shown below. Please note that if this is an open space to the public, the sidewalk must meet minimum ADA criteria.



SHOMA BAY 06/27/23: Acknowledged, will provide at submittal for permit

CGA 07/03/23: Not satisfied. Please address this issue.

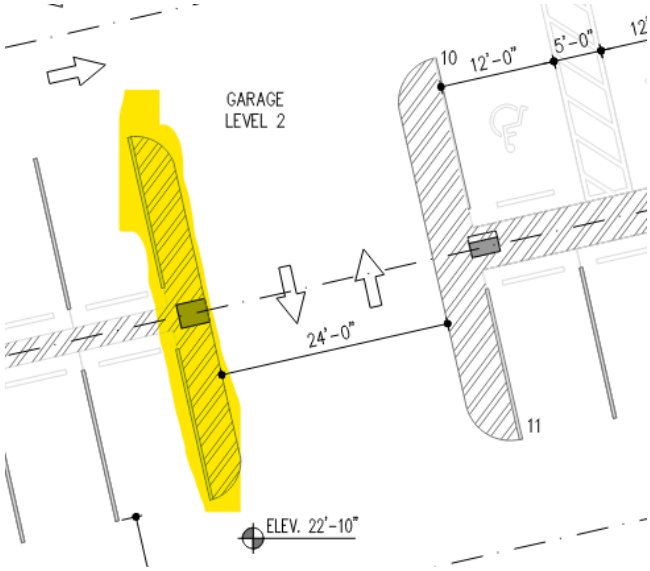
10. Please provide the dimensions for the stop sign location showing compliance with ADA criteria and lateral clearance for the driveway.



SHOMA BAY 06/27/23: Stop sign location shown shall be 4' from the face of curb, and have a minimum height clearance of 6' as shown in detail sheet C-8.0.

CGA 07/03/23: Satisfied.

11. Please clarify if the hatch shown in the garage (all levels) refers to pavement markings. If so, the portion shown below must be rearranged to meet MUTCD criteria, diagonal crosshatch markings that are utilized to discourage travel on certain paved areas shall slant away from traffic. This applied to all levels of the parking garage.



SHOMA BAY 06/27/23: Acknowledged, will provide at submittal for permit

CGA 07/03/23: Not satisfied. Please note that the striping has not been modified. Please address this issue.

12. Please clarify if the connection/entry points between the sidewalk and the project are at the same level.
    SHOMA BAY 06/27/23: Acknowledged, will provide at submittal for permit
    CGA 07/03/23: Satisfied.

13. Please clarify whether spaces will be reserved in the garage by agreement with Grandview Palace. If so, please provide the number of parking spaces set aside for this purpose.
    SHOMA BAY 06/27/23: Acknowledged, will provide at submittal for permit
    CGA 07/03/23: Not satisfied. Please refer to the issue.

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

☒ **Fort Lauderdale Office** · 1800 Eller Drive · Suite 600 · Fort Lauderdale, FL 33316 · 954.921.7781(p) · 954.921.8807(f)
☐ **West Palm Beach Office** · 560 Village Boulevard · Suite 340 · West Palm Beach, FL 33409 · 561.684.6161(p) · 561.684.6360(f)

Memorandum

Date:	July 3, 2023
To:	**Silvia E. Vargas, FAICP** Principal Planner / Calvin Giordano & Associates
From:	Salman A Rathore, PE
Subject:	Shoma North Bay Village - 1872 79th St. Causeway Traffic Study Review (1st Submittal)
Project:	CGA 237744
CC:	

Traffic Study Comments

The Shoma North Bay Village - 1872 79th St. Causeway Traffic Study report is prepared by David Plummer and Associates and submitted in June 2023. The overall analysis and results of the traffic study are satisfactory; however, the agreements made below as part of comments and response to comments should be made part of the approval conditions before a final determination on the project approval is made.

1. **Intersection of 79th Street Causeway / 1800 Block (Future Total Traffic) / Pg. 24**
   - Mitigation is provided in the form of signal timing optimization to achieve an overall level of service (D) or better and for the individual approaches as well. Coordinate with Miami Dade County Traffic Engineering Department and the Village to develop modified and acceptable signal timing plans.

Date: July 3, 2023

Salman Rathore, P.E.
Project Manager, Transportation & Mobility Department
Calvin Giordano & Associates

NORTH BAY VILLAGE DRC REVIEW

Discipline: **Landscape Architecture**
Reviewed by: **Tammy Cook**
Review Date: **07/03/2023**
Phone No.: **(954) 266-6488**
Fax No.: **(954) 921-8807**

Application: **Site Plan Review**
Project Name: **Shoma North Bay Village-Site Plan**
Modification Project Number: **23-7744**

Comments Based on Plan Submittal Date: 1st Submittal.

_____ No comments
__X__ **Comments as followed or attached**

Response Date: June 16th 2023

The following responses & updates were provided in response to City comments:

COMMENT #1:
Please be advised that no tree disposition plans where provided. As such, please provide tree dispositions plans in accordance with Chapter 100 of the North Bay Village Code for all the existing trees/palms on the site. Also, provide the common names, scientific names, DBH, canopy, height, condition, and disposition (preserved, relocated, or removed). We saw that on Sheet L-1 the Canopy Replacement Calculations was noted. Please provide the Tree Disposition Plans with the information noted above.
Response: Tree disposition plan has been provided please see sheet TD-1. All existing tree common names, scientific names, DBH, canopy, height, condition, and disposition have been noted in a table on sheet TD-1 **2nd Review: Comment Addressed.**

COMMENT #2:
Note that on Sheet L-2 there is a PE in the northwest corner of the site on the driveway.
Response: The Alexander Palm (PE) has been moved from the driveway to a planting pit on the sidewalk. Please see revised sheet L-1. **2nd Review: Comment Addressed.**

COMMENT #3:
On the north property there are a few of the CS trees which are very close to the storm drainage lines on either side of the inlet. Also, in the northwest corner adjacent to the inlet there is another CS which is very close to the storm drain line.
Response: The locations of the Silver Buttonwood's (CS) at the north property have been revised in context of the storm drainage lines and their locations have been adjusted to avoid conflict. Please see revised sheet L-1. **2nd Review: Comment Addressed.**

COMMENT #4:
On Sheet L-3, on the northeast corner of the site, explain when the PH Palm will be installed due to the temporary FPL transformer (noted on the Civil Plans) in the planter.
Response: The temporary transformer will be utilized during construction and removed once new FPL Vault is built and energized. Planting located on the site of the temporary transformer will be installed following its removal. **2nd Review: Acknowledged and comment Addressed.**

COMMENT #5:
There are existing wood or concrete power poles on the sidewalk at the southeast corner of the building which may not meet ADA. Please review the access as it may be necessary to remove the CI planter area to allow for this ADA access.
Response: Planting adjacent to power poles has been adjusted to allow ADA clearance. Please see revised sheet L-1. **2nd Review: Comment Addressed.**

COMMENT #6:

Please note the 7' wide parking lot buffer along the proposed parking adjacent to the ROW. Additionally, the parking area will need to be screened with a 3' high hedge and/or wall. Lastly, please provide 10' of landscape area per parking space and one tree per 80 sf of landscape areas. NOTE: This requirement is addition to other sections of the code.
Response: There is currently not parking spaces adjacent to the ROW on the north side of the site. Despite having no parking spaces the landscape area between 79th and the western portion of the site has been heavily screened with landscape including a hedge that borders the entire edge of the entry drive. An additional (6) trees have been added above lot and street tree requirement per the (6) parking spaces located on the south side of the building. **2nd Review: Comment Addressed.**

COMMENT #7:
Please clarify that the proposed required trees, parking trees and street trees do not exceed the maximum 30% palms. 29 palms are the maximum and 48 are provided.
Response: Palms provided above the 30% are not being counted towards landscape requirements. Please see revised landscape list & legend on sheet L-1 for clarification.
2nd Review: Comment Addressed.

COMMENT #8:
Note that there are street trees required along East Treasure Island Drive as 146/6= 6 and 7 trees are provided along that perimeter per the FPL right tree in the right place. Please fill in this information in the Landscape Requirement table under TREES E.
Response: Please see revised landscape legend on sheet L-1 for clarification of street tree requirements under overhead FPL lines. **2nd Review: Comment Addressed.**

COMMENT #9:
Please demonstrate that the principals of Florida Friendly are being utilized on this project and add a note on the landscape plans stating that an irrigation plans shall be submitted for review and permitting at the time of building permit.
Response: Only Florida-Friendly plant materials are being proposed with a majority being native to Florida. The note "All principals of Florida-Friendly landscaping and design standards shall be utilized." Is located on sheet L-1. The note " Irrigation plans shall be submitted for review and permitting at time of building permit." Is located on sheet L-1. **2nd Review: Comment Addressed.**

COMMENT #10:
Please provide the maximum 60% lawn area of all open space area on site. Also, provide and label all lawn area square footage on the landscape plans.
Response: Lawn area comprises less then 60% of all open space area on site, please see landscape legend on sheet L-1. Square footages for grass areas have been added to the plan and plant schedule please see revised sheet L-1. **2nd Review: Comment Addressed.**

COMMENT #11:
Please indicate all the proposed or existing stop/yield signs or on the landscape plans to ensure that the proposer visibility will be provided with any proposed landscape. The stop signs are not noted on the planting plans. Also note the bike racks and number.
Response: All proposed and / or existing stop / yield signs have been indicated on the landscape plan and proper visibility clearance has been provided. Bike rack locations have been shown on the landscape plan as well as on the hardscape plan which also includes quantities and specifications. Please see revised sheet L-1 and HS-1. **2nd Review: Comment Addressed.**

COMMENT #12:
Please provide the proposed and existing site lighting on the landscape plans to verify that there will not be a conflict with the proposed trees/palms and lights. Recommend a dash separation of 15' from the lights and large trees or 7.5' from the lights and a small trees or palms.
Response: Proposed and existing site lighting has been indicated on the landscape plan and a dashed separation radius line has been shown to illustrate that 15' clearance from large trees and 7.5' from small trees / palms has been provided. Please see revised sheet L-1. **2nd Review: Comment Addressed.**

COMMENT #13:
Per the ULDC Chapter 15, Form-based code A. Kennedy Boulevard District (KBD) 2.b.(5)(e), Primary and Secondary Frontages, shall utilize green or vegetated walls on a minimum 20% of the parking structure.
ARCH To provide response

COMMENT #14:
Per the ULDC Chapter 15, Form-based code A. Kennedy Boulevard District (KBD) 2.b.(8), Walls, hedges, fences and gates shall not exceed a height of 3.5 feet within the Primary and Secondary Frontages and within the view corridors. Elsewhere, walls, hedges fences and gates shall not exceed a height of eight feet.
ARCH To provide response

COMMENT #15:
Per the ULDC Chapter 15, Form-based code A. Kennedy Boulevard District (KBD) 2.b.(9), Streetscreens shall be between 3 and 3.5' and 8 feet in height and constructed of a material matching the adjacent Building Façade or of masonry, wrought iron or aluminum. The Streetscreen may be replaced by a hedge. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access. Streetscreens shall be located coplanar with the Building Facade Line. Above three (3) feet in Height, Streetscreens shall be fifty percent (50%) permeable or articulated to avoid blank walls
ARCH To provide response

COMMENT #16:
Per the ULDC Chapter 15, Form-based code A. Kennedy Boulevard District (KBD) 2.b.(10) Screening shall be as follows:

(a) All loading spaces, services areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any Frontage, Sidewalk or View Corridor by Liner Buildings, Streetscreens, walls, hedges, fences or opaque gates.

ARCH To provide response

COMMENT #17:
Per Division 4 Landscaping (Miami Dade Chapter 18A) 9.8 Landscaping Guidelines 9.7 B 3. Please be advised that any blank walls over 25' in length and other unattractive areas of the site or building should be heavily screened with landscaping. Additionally, landscape screening should be utilized around the proposed dumpsters, FPL transformers, propane tanks, A/C units, generators, above ground utilities, and irrigation pump.
ARCH To provide response

COMMENT #18:
Per the previous site plan application, there were conditions for approval for consideration:

A. A 6 foot wall on the southern edge of the property abutting Treasure Island Elementary School (TIES).

Response: A six-foot wall along the southern property boundary abutting Treasure Island Elementary school has been provided. Please see revised sheets L-1 and HS-1. **2nd Review: Comment Addressed.**

B. The developer shall landscape the northern edge of the Treasure Island Elementary School (TIES) northern perimeter of the property.

Response: Additional landscape screening has been added on the south side of the six-foot wall

along the southern property boundary abutting Treasure Island Elementary school. Please see revised sheet L-1. **2nd Review: Comment Addressed.**

C. The plans shall show the planting, irrigation and 6 foot wall on the TIES property. (Consider overhead utility lines along a this property line.)

Response: Additional landscape screening has been added on the south side of the six-foot wall along the southern property boundary abutting Treasure Island Elementary school. Planting will be irrigated. Tree selection in this areas has taken into consideration overhead power lines. Please see revised sheet L-1.

2nd Review: Comment Addressed.

If there are any questions or concerns, please feel free to contact me directly at the phone number or email address below.

Thank You,

Tammy D. Cook, PLA, LEED AP BD +C

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

PUBLIC WORKS/ENGINEERING DEPARTMENT

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

DRC Review Comments-Updated Site Plans

Project Title: SHOMA NORTH BAY VILLAGE

DRC Date: 6/26/2023

Reviewer: Delroy Peters, E.I., CIP Manager
Approved by: Marlon Lobban, P.E., Public Works Director

The following items must be addressed for site plan approval.

1. GENERAL CODE REQUIREMENTS

a. Provide location sketch (minimum scale: 1 inch equals (600) feet).

b. Provide copy of previously recorded plat and a copy of the county's plat report.

c. Provide copy of recent survey (Signed and sealed) with a minimum of two (2) benchmarks. Add benchmarks to site plan.

d. Show all existing and proposed easements with dimensions. Piping above 4" should be in easement.

e. Provide Landscape improvement plan.

f. Provide photometric plan submitted by a Registered Architect or a Registered Engineer.

g. Plan shall have a note indicating that the parcel proposed for land clearing or development does not serve as habitat for a rare, threatened or endangered species or a species of special concern; or is not an environmentally sensitive area.

h. Add notes to the cover sheet: "The proposed work has been designed in accordance with all applicable Federal, State, County, and Village Codes and regulations having jurisdiction. If any discrepancies exist between the plans/specifications prepared by the designer and the Village Code and/or the Village standard details, the latter shall govern or the most stringent".

2. **TRAFFIC CODE REQUIREMENTS**

   a. Provide recent Traffic Study; eastbound vehicular traffic in the outside travel lane on the Causeway entering the site will likely backup in the travel lane. Consider solution to prevent backup of traffic (ex., a dedicated right-turning lane).

   b. Access to traffic ways shall be designed in compliance with all agencies having jurisdiction.

   c. The project requires Miami-Dade County Engineering and Traffic Engineering approval. Provide a copy of Miami-Dade County's report and recommendations.

   d. The project will require FDOT Engineering and Traffic Engineering approval. Provide a copy of FDOT's report and recommendation (permit).

3. **SIDEWALK AND PARKING MARKING CODE REQUIREMENTS**

   a. Provide ramp curbs on sidewalk at driveway entrance (FDOT index304).

   b. Provide wheel stops for parking bays to prevent encroachment on non-parking areas by vehicles.

   c. Plans show parking spaces as 12' x 18' and 10' x 18'; others are not marked. Indicate what is typical for the other spaces.

   d. Call out turning radii for all curbs.

   e. Include sidewalk/grass strip restoration according to NBV core requirements.

4. **SIGNING AND PAVING MARKING CODE REQUIREMENTS**

   a. Provide 25 ft. min. of 6" Double yellow stripping at all locations where stops signs and stop bars are proposed. Call out length of prop 6" double yellow stripping.

5. **LIGHTING AND LANDSCAPING CODE REQUIREMENTS**

   a. Provide signed and sealed photometric plans

6. **PAVING CODE REQUIREMENTS**

   a. Call out driveway width at east entrance on E. Treasure Dr.

   b. Call out driveway return radius or flare (curb radius) at east entrance on E. Treasure Dr.; shall be a 10 feet minimum.

   c. Call out distance of driveways from intersection at E. Treasure Dr. & SR 934.

   d. Call out specifications for site paving. Proposed street/main driveway isles' pavements shall be consisted of a minimum of one-inch asphaltic concrete surface over an eight-inch limerock layer (as compacted) over a twelve-inch subgrade (as compacted) or a minimum of a one-inch asphaltic

concrete surface over a six-inch limerock layer (as compacted) over a twelve-inch subgrade (as compacted). Use 1-1/2" type S-I Asphalt. (S-I 1.25" to 2", S-III 0.75" to 1.25" cannot be stacked, can be used as final layer.

e. Labeling of curb is not consistent. Clearly label proposed Type D of F curb & gutter.

f. Based on elevations at entrance, ponding of surface water is likely to occur. Provide means to disallow settling. Should a valley gutter be placed in driveway to harmonize with curb and gutter at entrance?

g. 6% grade at north entrance on SR 934 is too high. Proposed driveway grades shall not exceed three (3) percent. The maximum slope immediately beyond the right-of-way line does not change in excess of five (5) percent for either angle of approach or breakover angle.

h. The plans shall have a note indicating that vegetation, muck, and any deleterious material within the right-of-way limits of all streets should be removed and replaced with clean fill material, free of stumps, large roots, or other matter not suitable for inclusion in roadway fill.

i. Add a Standard Note to the Plans: The asphalt surface course shall not be placed until as-built drawings of the limerock base have been submitted and approved by the Engineer-of-Record and the City Engineer or designee.

j. Add Standard Note to the plans: The finished surface of the base course and that of the wearing surface shall not vary more than 0.04' from the approved grading plan (template), and all areas shall be graded to drain. Any irregularities exceeding this limit shall be corrected.

k. Note - Subgrade density shall be 98% (min.) AASHTO T-180 and LBR 40.

l. Note - Limerock density shall be 98% (min.) AASHTO T-180 and LBR 100.

m. Include notes on pavement restoration according to NBV core requirements.

7. **DRAINAGE CODE REQUIREMENTS**

a. Provide preliminary data of the drainage system (stage storage and pipe sizing calculations) along with the construction plans in a report form 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.
b. Provide drainage calculation for 10-yr, 25-yr, and 100-yr storms.

c. Minimum size of proposed drainage pipe shall be 15 inches. Upgrade all pipes below 15 inches.

d. Standard details on plans show 12” pipe. Upgrade standard details to 15”.

e. Minimum cover for all drainage pipes shall not be less than eighteen (18) inches. Provide drainage detail cross-section showing min cover.

f. Provide cross-sectional views along and across the proposed retention area.

g. Provide cross-sectional views at property boundary, showing slopes toward ROW and adjoining properties.

8. **WATER AND SEWER CODE REQUIREMENTS**

a. Show all utility easements in grayscale on Landscaping Plan.

b. Show all water, services, and appurtenances in grayscale on Landscaping Plan.

c. No permanent structures, including landscaping, shall be located above water supply lines.

d. Water meters and backflow devices must be located within landscaped areas. It is not clear on plans whether the meters are located in green space.

e. A fire flow test must be conducted to verify the availability of required fire flow prior to site plan approval.

f. Provide fixture unit count to support water meter sizing.

g. Provide fire flow calculations as provided by a professional engineer prior to site plan approval.

h. Include copies of Miami Dade County DTPW Standard details.

i. Call out fire hydrant/s location from access way and/or drive aisles.

j. Maintain a minimum 6 feet horizontal separation between water and sewer systems; provide sheet showing details of conflict points for water and sewer. Observe separation requirements.

k. Maintain a minimum 18" vertical separation for all utility crossings.

l. Identify bacteriological Sampling Points (AWWA C-601) at or less than 100' of pipe.

m. Identify top-of-pipe elevation of water main every 100 feet.

n. Call out length of water pipe and bends. Provide notes if mains are private. Valve require for Village's access to mains if required.

o. Minimum water main diameter shall be 6 inches.

p. Provide standard details of guard post/bollards.

q. Water main valves shall be located such that interruption to service can be isolated within no more than two (2) blocks apart in residential areas and at or less than one (1) block apart for commercial.

r. Water service lines shall be operational during pressure test.

s. Shop drawing shall be submitted prior to construction

t. Add the Standards of Design and Construction Notes for water and Sewer to the plans.

9. **SANITARY SEWER SYSTEM CODE REQUIREMENTS**

a. Show all existing and proposed sewer mains, services and appurtenances in gray scale on the Site Plan

b. Show all existing and proposed utilities and easements (20 ft. for sewer. Minimum 6 ft. between water and sewer).

c. Show all sewer mains, services and appurtenances in gray scale on Landscaping Plan.

d. No permanent structures including landscaping shall be located above sanitary system.

e. Include copies of Miami Dade County DTPW Standard details.

f. Identify proposed sanitary sewer laterals and clean-outs.

g. Add Standard Note to the plans: Ownership and maintenance of the sanitary system by the Village is limited to the mains from manhole to manhole and expressly excludes sewer lateral services. The sewer lateral service from the gravity main into the building is to be maintained by the property owner.

h. Provide top-of-pipe and bottom-of-pipe elevations for all utility crossings (schedule table)

i. Provide details for gravel bedding for pipes and manholes; minimum 6 inches thick gravel bedding shall be required for all gravity sewer pipes and manholes.

j. Manhole shall be precast concrete in accordance with ASTM C-478. Maximum thickness 8 inches. Minimum thickness 6 inches. Base extension outside the wall of manhole.

k. Drop manhole shall be required for greater than 2-foot drop.

l. Minimum 0.10' invert fall if pipes change direction; update MH-01.

m. Provide a gravity sewer profiles sheet including rim and invert elevations, slope, and all utility crossings.

n. Sewer cleanouts shall be located at the property line for all sewer laterals.

10. **PERMITS - LICENSES - AGREEMENTS**

DERM approval (Sewer Transmission System).

a. WASD- Water Supply Certification letter (Water Distribution System).

b. FDOT approval (Driveway Connection - Drainage Connection).

c. Tree Removal Permit (DERM).

d. Copy of Final Recorded Plat.

e. Miami-Dade County Plat Report and Recommendations are addressed.

f. Water and Sewer Developer's Agreement must be executed.

g. Performance Bond (Surety, Letter of Credit, Cash).

h. Copies of Contractor's Certificate of Competency and Insurance.

11. **GENERAL DOCUMENTS REQUIRING SIGNATURE BY A P.E.**

a. Final Engineering Plans consistent with Village Approved Standard Details of Construction and Specifications and in conformance with Master Plan and Approved Site Plan.

b. Erosion and Sedimentation Control Plan.

c. Village/Miami-Dade County Approved Construction Details and Specifications.

d. Village/Miami-Dade County Approved Pavement Marking Details.

e. Approved Shop Drawings.

f. Storm Drainage Calculations.

g. Wastewater Flow Calculations.

h. Wastewater Lift Station Calculations.

i. Fire Flow Test.

j. Fire Flow Calculations.

RESOLUTION NO. 2023-XX

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 23, 2021, by Resolution 2021-046 (attached as Exhibit "A"), the Mayor and Commission of North Bay Village granted approval pursuant to Sec. 5.8 and Chapter 15 of the North Bay Village Unified Land Development Code (the "ULDC") for a site plan involving a mixed-use project (the "Project") on an approximately 2.8-acre site, previously identified by Folios No. 23-3209-000-0250; 23-3209-000-0251; 23-3209-000-0253; 23-3209-000-0260, located at 1850-1875 79th Street Causeway (Kennedy Causeway); and

WHEREAS, the Project consisted of a 24-story, 205-foot-7-inch building, containing 333 for-rent residential units; a 36,068-square-foot supermarket; 6,315 square feet of additional retail space; 716 parking spaces; and other amenities; and

WHEREAS, Shoma North Bay Village, LLC ("the "Applicant") has submitted an application seeking approval to modify the previously approved Project for the same

location (now integrated under a single folio through unity of title recorded in the Public Records of Miami-Dade County), as legally described in Exhibit “B,” “Legal Description” attached hereto (the “Property”); and

WHEREAS, with the proposed modifications, the Project will consist of a 253-feet-10-inch building encompassing 333 for-sale residential units along with complementary resident amenities; approximately 52,929-sq. ft. of retail space including a grocery store; a liquor store; a food hall; and additional retail space; along with 750 parking spaces in structured parking; and

WHEREAS, the proposed modifications exceed thresholds established in Sec. 5.9 of the ULDC to qualify for an administrative approval of site plan modification and therefore require review as a new site plan under the provisions of Sec. 5.8 of the ULDC; and

WHEREAS, the site plan for the Project is attached hereto as Exhibit “C”; and

WHEREAS, the Project is to be constructed in the “South Kennedy Special Area Plan” (“SK SAP”), which has been approved by Ordinance No. 2023-___, on the south side of Kennedy Causeway, which SK SAP encourages mixed-use developments, with a maximum building height of 24 stories or 240 feet and a base density of 70 units per acre, and provides for an optional set of development regulations that may be voluntarily employed in the mixed-use development of the Property set forth in “Appendix B, South Kennedy Special Area Plan”; and

WHEREAS, density bonuses to exceed the base density of 70 units per acre, are approvable by the Commission pursuant to Sec. 8.10.1, adopted via Ordinance No. 2022-

013, and Sec. 8.12.5, upon the allocation of non-subsidized workforce housing and payment of a Community Contribution Fee assessed by the Village;

WHEREAS, the Applicant is seeking a density of 120 units per acre to reach the proposed total number of residential units; and

WHEREAS, the workforce housing requirements for the density increase set forth in Sec. 8.10.1 of the ULDC, as amended, applies to for-sale projects and may be satisfied through on-site provision of workforce housing, or through a payment in lieu of workforce housing; and

WHEREAS, pursuant to Sec, 8.10.1 of the ULDC, a payment in lieu of workforce housing may be reduced by the Commission through a Development Agreement if it determines that the timing and extent of the public benefits provided in connection with the project that are enjoyable collectively by all Village residents outweighs the potential benefit to the segment of the Village population provided by the contributions in lieu of workforce housing set forth Sec. 8.10.1 of the ULDC; and

WHEREAS, Village staff reviewed the Project and found its proposed density, intensity, and uses consistent with the SK SAP, the Commercial Future Land Use category of the Comprehensive Plan and other relevant goals, objectives and policies in the Future Land Use Element, and the Village's goals articulated in the NBV100 Master Plan, to revitalize its commercial sector and attract new mixed-use developments to its Village center, and recommends approval subject to the 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-____, which memorializes density bonus requirements, building area in the Project, and other requirements; and

WHEREAS, after a duly noticed public hearing held on July 27, 2023, the Planning and Zoning Board by a vote of 4-0 recommended approval with conditions of the Site Plan request; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on _____, 2023 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is [consistent/not 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 mixed-use development Project consisting of 333 residential units along with complementary resident amenities; a 35,316 square-foot grocery store; a 1,400 square-foot liquor store; a 11,923 square-foot food hall; and 2,538 square feet of additional retail space, as well as 750 parking spaces in structured parking (as shown in Exhibit "C"), is hereby [approved/denied/approved subject to the following conditions]:

General conditions

1. The Project Approval shall be valid for two (2) years, commencing on the effective date of the Approval Resolution, within which time the Applicant must obtain the Master Building Permit, except as provided in the Development Agreement or applicable law. No more than two (2) additional 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 (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the "Project Validity Period"). 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 approval and the Development Agreement pursuant to Section 4.d of the Development Agreement.
3. 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 payments, 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.
4. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:
   A. Updated Boundary and Improvement Survey prepared by John F. Pulice, PSM, dated 6/1/22 and digitally signed 4/21/2023.
   B. Architectural plans prepared by MSA Architects, digitally signed 06/29/2023 by Jose Saumell:
      1) Sheet CS: Cover Sheet and Drawing Index
      2) Sheet A-0.SP-1: Site Plan
      3) Sheet A-2.1: Overall Floor Plan Level 1
      4) Sheet A-2.1M: Mezzanine Floor Plan
      5) Sheets A-2.2 through A-2/23/2: Overall Floor Plan Levels 20-23
      6) Sheet A-2.24: Roof Plan / Pool Deck
      7) Sheets A-3.1 and A-3.2: Residential Building Elevations
      8) Sheets A-3.3 and A-3.4: Garage Building Elevations
      9) Sheets A-4.1 through A-4.7: Unit Plans
   C. Landscape Plans prepared by Witkin Hults, Design Group, digitally signed 6/28/23 by Andrew M. Witkin, RLA:
      1) Sheet L-1: Index and Landscape Plan – Ground Floor
      2) Sheets L-2 and L-3: Landscape Plan
      3) Sheet L-4: Landscape Plan – Level 11/Zen Garden
      4) Sheet L-5: Landscape Plan – Pool Deck
      5) Sheets L-6: Landscape Details
      6) Sheet TD-1: Tree Disposition Plan
      7) Sheet HS-1: Hardscape Plan – Ground Level
      8) Sheet SK-1: NE Plaza Enlargement

D. Civil Engineering Plans prepared by David Plummer & Associates, dated 05/23/2023 and digitally signed by Todd Seymour, PE, 06/29/23:
   1) Sheet C-1.0: General Notes
   2) Sheet C-2.0: Civil Site Plans
   3) Sheet C-3.0: Pavement Details
   4) Sheet C-4.0: Water Distribution Plan
   5) Sheet C-5.0: Sewer Distribution Plan
   6) Sheet C-6.0: Water and Sewer Details
   7) Sheets C-7.0 and C-8.0: Signing and Pavement Marking Plan and Notes
   8) Sheet C-9.0: Grading and Drainage Plan
   9) Sheet C-10.0: Drainage Details
   10) Sheets C-11 and C-12: Stormwater Pollution Prevention Plan and Detail

E. Gravity Sewer Capacity Analysis Technical Memorandum prepared by 300 Engineering Group LLC, dated 6/14/23.

F. Traffic Study #20105, prepared by David Plummer & Associates, dated June 2023; and cover letter for comparison analysis dated 3/23/23, prepared by Juan Espinoza, PE.

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 density bonus and related requirements as approved herein.

Workforce Housing, Density Bonus and Community Contribution Fee:

1. The Applicant has not made provisions to allocate the 10 percent of workforce housing units required to attain the proposed density increase from the maximum base density of 70 units per acre to 119 units per acre, on the basis that the project consists of all for-sale units. Pursuant to Sec. 8.10.1 of the ULDC, as amended, the Applicant may elect to make a contribution in lieu of on-site provision of workforce housing.

Landscape and Public Realm:

1. Pursuant to the landscape plans, at least seven percent (7%) of the aggregate lot area, or approximately 6,691 sq. ft., has been assigned as civic space. The areas identified as the "East Plaza" and "West Plaza" shall be developed with public-realm-appropriate improvements and function. The Applicant shall be responsible for constructing or providing all the required associated improvements, including Public Art.
2. The Applicant shall, in coordination with the Village, select an artist to create public art displays to be installed at the following locations: 1) The East Plaza; 2. The Florida Department of Transportation (FDOT) entry median at the Village's eastern boundary on the 79th Street Causeway (the "Eastern Median"); and 3) the FDOT entry median at the Village's western boundary on the 79th Street Causeway (the

"Western Median"). Collectively, these three locations shall be known as "the Public Art Locations." The Applicant and the Village shall jointly agree on the public art to be installed at the Public Art Locations.

3. Palms shall be planted along the 79th Street Causeway frontage of the property, of a species pre-approved by the Village consistent with landscaping installed or projected to be installed by the Village on the Causeway.
4. The Applicant shall replace the existing bus shelter located on the public right-of-way, adjacent to the northeastern corner of the property. The Village shall pay for the design of the new bus shelter and provide design specifications and plans to the Applicant, who will be responsible for paying up to $35,000 for the fabrication and installation of the shelter. The Village will be responsible for overseeing the fabrication and installation of the shelter.
5. Beautified, safe pedestrian crosswalk treatments shall be required for the central driveway between the residential and commercial portions of the building. Likewise if (as an outcome of the study described in Condition No. 7 of the Traffic/Circulation/Parking conditions listed below), the installation of a mid-block crosswalk is determined to be warranted on East Treasure Drive, such crosswalk shall be similarly beautified.
6. 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.
7. 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.
8. Synthetic turf may only be used subject to the limitations of Sec. 9.24 of the ULDC.
9. A photometric plan by a Registered Architect or Engineer shall be submitted.
10. 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.
11. 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.
12. The Applicant shall seek to attain no less than 20 points from the North Bay Village Green Building Program, which effort shall include pursuing NGBS Silver certification for the project, as per the Applicant's sustainable design consultant.

<u>Infrastructure/Drainage:</u>

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 utility easements, water and sewer mains, 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. A fire flow test shall be conducted to verify the availability of required fire flow.
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 data of the drainage system (stage storage and pipe sizing calculations) in a report form 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, as well as drainage calculations for 10-, 25- and 100-year storms.
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. 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. Working with Miami Dade County Traffic Engineering Department and the Village, the Applicant shall develop an effective signal timing optimization approach for 79th Street Causeway at the junction with the 1800 block of the Causeway and with East Treasure Drive, to maintain an acceptable Level of Service for these intersections.
3. The Applicant shall consider a solution (e.g., a dedicated right-turning lane) to prevent backup of eastbound vehicular traffic in the outside travel lane on the Causeway entering the site.
4. The Applicant shall specify turning radii for all curbs and sight distance triangles for East Treasure Dr. to allow for the evaluation of visibility per Sec. 9.7.B. of the ULDC.
5. The Applicant shall provide updated auto-turn exhibits illustrating the following: a) an overall design that is consistent with the plans set; b) a complete vehicle maneuver until the vehicle is completely aligned with the travel lanes along E Treasure Dr; c) the design vehicle accessing and exiting the trash dumpster.
6. 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).
7. The Applicant shall address/mitigate potential risk of vehicles encroaching into the sidewalk within the TIES School Zone.
8. The Applicant, in coordination with Miami-Dade County and North Bay Village, shall conduct a pedestrian safety study after the project site is fully operational for

at least six (6) months. This study will determine if a mid-block crosswalk is warranted on East Treasure Drive based on pedestrian and traffic volumes. Miami-Dade County has ultimate authority over the approval, installation and placement of a crosswalk. If it is determined that an additional, midblock crosswalk is not warranted, the applicant will work with the County and the Village on improving the existing nearby crosswalks.

9. Pavement markings on all levels of the parking garage shall be revised to meet MUTCD criteria, with diagonal crosshatch markings slanting away from traffic to discourage travel on certain paved areas.
10. Wheel stops shall be provided for parking bays to prevent vehicular encroachment into non-parking areas.
11. The Applicant shall include sidewalk/grass strip restoration according to North Bay Village core requirements.
12. Proposed driveway grades shall not exceed three (3) percent. The maximum slope immediately beyond the right-of-way line shall not change in excess of five (5) percent for either angle of approach or breakover angle.
13. The Applicant shall provide, in graphic and tabular form, the location and number of spaces reserved in the parking garage for use by Grandview Palace, if any. Copy of any agreements between Shoma North Bay Village and Grandview Palace, as may be amended from time to time, shall be submitted to the Village as part of the project record.

Other:

1. The Applicant shall provide a copy of previously recorded plat and a copy of the County's plat report, if available. In the event that the property is determined to not have been previously platted, the Applicant shall plat the property prior to the issuance of a building permit, pursuant to the provisions of Division 3 of Chapter 5 of the North Bay Village ULDC and consistent with Policy 2.1.11 of the NBV100 Comprehensive Plan.
2. All signage shall comply with the restrictions of Section 15.6.E.

Prior to issuance of a Certificate of Occupancy

1. 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.

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/does not meet] the applicable Site Plan Review Standards provided in Section 5.8. The requested site plan approval [is/is not] contrary to the public interest or detrimental to the community and [is/is not] compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use

regulations. The Project [supports/does not support] 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/is not] compatible with surrounding intensities and densities of development, [provides/does not provide] access to adequate light and air for surrounding properties, [provides/does not provide] commercial use(s) intended to serve the needs of the residents; and [creates/does not create] 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 ___ 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 Andrew Rotondaro	___
Commissioner Rachel Streitfeld	___

PASSED AND ADOPTED on this ___ day of _____ 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: 1872 79TH STREET (KENNEDY) CAUSEWAY, NORTH BAY VILLAGE

Folio Number: 23-3209-000-0250

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

Exhibit “B”
SITE PLAN APPLICATION SET

(Attached)

Exhibit “C”
DEVELOPMENT AGREEMENT

(Attached)

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - SEPT. 28, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

09/18/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
18 day of SEPTEMBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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 SECOND REGULAR MEETING ON SEPTEMBER 28, 2023 AT APPROXIMATELY 6:30 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:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC , TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF REGULARLY APPLICABLE PARKING REQUIREMENTS; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

9/28/2023

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER DENSITY RIGHTS FOR 16 DWELLING UNITS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; 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; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) BY COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $10,000,000 OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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 IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 844 4526 6697
PASSCODE: 211503

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) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). 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 .

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9/28/2023

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE 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. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
9/18

23-59/0000684419M

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ITEM NO. 13.E

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A Resolution Approving a Development Agreement with Shoma North Bay Village, LLC Relating to the Proposed Mixed-Use Development Project for the Property Located at 1872 79th Street Causeway - *Village Manager Ralph Rosado, Ph.D., AICP***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

Shoma North Bay Village, LLC, has submitted an application to North Bay Village seeking approval of a new site plan for a mixed-use development project at the property located at 1872 79th Street Causeway. The proposed mixed-use development project consists substantially of the following: 333 residential units, plus complementary indoor and outdoor resident amenities; 52,929 sq. ft. of commercial/retail space; and 750 parking spaces.

Section 8.15 of the Village's Unified Land Development Code provides that prior to the approval of a site plan that requests bonus height or density, and/or the transfer of development rights, the Village and the owner of the subject property shall agree on tentative

terms for a standard Development Agreement, which shall be presented to the Village Commission as support documentation for the site approval request. Section 15.2.G of the ULDC requires a development agreement in connection with a special area plan. In order to develop the Project, the Owner is seeking a modification of the previously approved Special Area Plan (SAP) and to amend and restate the Original Development Agreement.

As a condition of approval of the site plan for the referenced project and in accordance with Section 8.13 of the Village's ULDC, the Village and both the Owner and Developer have agreed to enter into a Development Agreement that memorializes density bonus requirements, building area in the Project, and other requirements.

The Development Agreement provides for key deal terms such as:

- A different version of this project was approved in early 2021, when Community Contribution Fees (CCFs) were waived at time of project approval. Because the project has been modified, the CCF formula of $20,000 per unit above the base density, for 137 units in this case, would result in a payment of $2.74M. In addition, recent projects have made contributions toward Village park projects that approximate $9.85/square foot of land, or $1.205M in this project's case. In order to accommodate Village capital priorities, including Village Hall, the developer has agreed to pay $4M, on an accelerated payment schedule, with payments to be made as follows: $1M by January 1, 2024; $1M by February 28, 2024; $2M by March 31, 2024. Up to $1M can be credited toward police and parks impact fees, which as are expected to cost $986,705 but which are typically due at building permit, not in advance of that.
- $1 per fee event for non-residential parking within the project, in perpetuity.
- Completion of the site's portions of the Complete Streets improvements to be determined by the Village Commission.
- Branding that reflects North Bay Village's identity, in all project materials that refer to a place name.
- The promotion of employment opportunities for local hiring of residents for the construction and operational phases of the project.
- Setting aside 34 of the project's 333 residential units as part of the Village's workforce housing program or making a payment in lieu of workforce housing consistent with the Village's workforce housing ordinance.
- A 6-foot wall abutting Treasure Island Elementary School (TIES), as well as installing or funding landscaping on the northern perimeter of TIES.
- The planting of Royal Palms consistent with the Village's recent causeway landscaping project.
- Sidewalks that are a minimum of 8 feet wide along the western side of the sidewalk fronting the causeway.

The Development Agreement is attached for the Commission's review and approval.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

As detailed in the Background & Analysis Section

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - DA w. Shoma 1872 79th St.DOCX
Shoma Development Agreement .DOCX
DBR Meeting Notice 09.28.23.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Shoma North Bay Village, LLC, ("the "Owner") has submitted an application to North Bay Village (the "Village") seeking approval of an amendment to a previously approved site plan for a mixed-use development project at the property located at 1872 79th Street Causeway (Kennedy Causeway) and designated Folio No. 23-3209-000-0250 (the "Property"); and

WHEREAS, the Owner previously entered into a development agreement dated December __, 2021 (the "Original Development Agreement"); and

WHEREAS, the proposed mixed-use development project consists substantially of the following: 333 residential units, plus complementary indoor and outdoor resident amenities; 52,929 sq. ft. of commercial/retail space; and 750 parking spaces (collectively, the "Project"); and

WHEREAS, Section 8.15 of the Village's Unified Land Development Code (the "ULDC") provides that prior to the approval of a site plan that requests bonus height or density, and/or the transfer of development rights, the Village and the owner of the subject property shall agree on tentative terms for a standard Development Agreement, which shall be presented to the Village Commission as support documentation for the site approval request; and

WHEREAS, Section 15.2.G of the ULDC requires a development agreement in connection with a special area plan; and

WHEREAS, in order to develop the Project, the Owner is seeking a modification of the previously approved Special Area Plan (SAP) and to amend and restate the Original Development Agreement; and

WHEREAS, pursuant to Section 8.15 and Section 15.2.G of the Village Unified Land Development Code ("ULDC"), the Village and the Owner have agreed on the terms of a development agreement, a copy of which is attached hereto as Exhibit "A" (the "Development Agreement"), which memorializes density bonus requirements in the Project, and other requirements, obligations, and commitments; and

WHEREAS, the Village Commission finds that the Development Agreement is consistent with the Village's Comprehensive Plan and the UDLC; and

WHEREAS, the Village Commission desires to approve the Development Agreement and authorize the Village Manager to execute the Development Agreement with the Owner in substantially the form attached hereto as Exhibit "A"; and

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

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Approval. That the Village Commission hereby approves the Development Agreement with the Owner.

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

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

Section 5. 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 ___ day of September, 2023.

_____
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 AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this_____ day of_____, 2023, by and between Shoma North Bay Village, LLC, a Florida limited liability company (the "Developer") and North Bay Village, Florida, a Florida municipal corporation (the "Village").

WITNESSETH:

WHEREAS, the Developer is the owner of 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 “Commercial” on the Village's Comprehensive Plan Future Land Use Map and zoned T6-24 transect zone pursuant to the Village’s Land Development Regulations (as herein defined); and

WHEREAS, On March 23, 2021, the Village Commission approved a site plan by Resolution No. 2021-46 (the “Original Approval”), which provides for a mixed-use development project named “SHOMA Bay” consisting of 333 residential units, a 36,068 square foot supermarket, 6,315 square feet of retail space, 666 structured parking spaces, and other amenities (the "Initial Project"); and

WHEREAS, The Developer and Village previously entered into a Development Agreement for the Initial Project which is recorded at Official Records Book 32964 at Page 4197 of the Public Records of Miami-Dade County; and (the “Original Development Agreement”); and

WHEREAS, the Developer and the Village mutually desire to modify the Original Approval according to the modified site plan approved by Resolution No. 2023-___ on _____, 2023 (the “Approval Resolution”), to allow for a mixed-use building containing 333 residential units, which will be luxury condominium units, as opposed to the previously approved rental project, 52,929 square feet of commercial space including a new Publix grocery store, and a high end food bazaar which will be open to the public, and 750 parking spaces in a structured garage (the “Project”); and

WHEREAS, the Developer and the Village desire to amend the Original Development Agreement and enter into this Agreement 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 and Chapter 15 of the Village’s Unified Land Development Code (the “ULDC”).

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Developer 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 as Resolution No. 2023-___ on _____, 2023, adopted on _____, 2023, attached hereto as Exhibit “B.”

b. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, F.S.

c. " Site Plan" is that Development plan prepared by MSA Architects, David Plummer and Associates, and Witkin Hults Design Group, as more fully described in Section 6 of this Agreement, as approved by the Approval Resolution.

d. "Developer" means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. This term does not include the future fee simple homeowners of any individual lot or unit within the Development. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment. In any such assignment, the assignor Developer shall not be released from its obligations under this Agreement except by written release executed by the Village.

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 Developer 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" means ordinances, rules, and policies in effect on the Effective 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. “Land Development Regulations” does not include operational requirements and restrictions, including but not limited construction activity, noise, parking, or pollutant discharges,

k. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of Land.

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 herein defined.

n. "Project" means the development approved pursuant to the Project Approval, as may be modified consistent with applicable Land Development Regulations.

o. "Project Approval" is defined in Section 6 of this Agreement.

p. “Project Validity Period” is defined in Section 7(e).”

q. "Property" is that certain 2.8-acre site, located at 1850–1872 Kennedy Causeway, as more particularly described in Exhibit "A" attached hereto.

r. "Public Facilities" means major capital improvements required to properly service the Project, including, but not limited to, sanitary sewer, drainage, and potable water.

s. “SAP Approval” is that certain Special Area Plan approved pursuant to Ordinance No. 2023-XXX, on _____, 2023, by the Village Commission.

t. "Utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, oil, water sewer service, telephone service, telegraph service, radio

service, or telecommunication service.

3. Intent. It is the intent of the Developer 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, by the Village at the Developer's expense, 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").This Agreement shall be automatically extended by extensions of the Project Approval.

b. The expiration date of the Agreement shall be upon the expiration of the Term from the Effective Date (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 Developer to continue the development of the Project.

d. If the Project Approval (as defined below) expires, terminated, or revoked as provided in Section 7.f 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 Developer has proffered and the Village has approved a Site Plan pursuant to the Approval Resolution, a copy of which is attached as Exhibit "B." The Special Area Plan approval sets forth the binding development criteria for the Property ("SAP Approval"), a copy of which is attached as Exhibit "C" (collectively, the Site Plan, the Approval Resolution, and the SAP Approval 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, subject to compliance with the conditions herein. 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.

a. The Project shall be in conformance with the following:

i. Boundary Survey prepared by Pulice Land Surveyors, LLC, dated April 21, 2023; and

b. Plans prepared by MSA Architects, David Plummer and Associates, and Witkin Hults Design Group, including the following pages:

i. CS, dated April 28, 2023
ii. A-0. SP-1, dated April 28, 2023
iii. A-2.1–A-2.24, dated April 28, 2023;
iv. A-3.1–A-3.4, dated April 28, 2023;
v. A-4.1-A.4.7, dated April 28, 2023;
vi. RE-1-RE-2, dated April 28, 2023;
vii. C-1 - C-12, dated April 28, 2023; and
viii. L1–L6, dated April 28, 2023.

7. Conditions of Approval.

a. Community Contribution Fee.

i. Based on the date of the Approval Resolution, and as modified by the Commission pursuant to Resolution No. 2021-010, the Developer shall pay a total community contribution fee of $4,000,000.00, as follows:

Installment	When Due	Percent of Total	Amount Due
1	January 30, 2024	25%	$1,000,000.00
2	February 28, 2024	25%	$1,000,000.00
3	March 31, 2024	50%	2,000,000.00
Total		100%	$4,000,000.00

Up to $1,000,000.00 of the Community Contribution Fee shall constitute a partial payment in lieu of impact fees, which sum shall be applied against impact fees owed (when due) for police and parks. 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 Developer 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. Developer shall be entitled to a credit against impact fees in the amount paid in lieu of impact fees pursuant to this Paragraph 7.a.i

that may be applied against police and parks impact fees due for any development until such time as the balance of the credit has been exhausted. Under no circumstances shall the Developer be entitled to a refund of the payment in lieu of impact fees and Developer waives any potential refund of any payments in lieu of impact fees under this Paragraph 7.a.i.

b. Parking.

i. A total of 506 spaces are required for the various uses. The Project shall provide 750 parking spaces that include 15 electric vehicle ready spaces, 17 ADA spaces, and 69 bicycle rack parking spaces as set forth on sheet A-0.SP-1 of the Project Approval plans.

ii. Parking Participation Contribution. Commencing upon the Developer's first instance of charging invitees or guests for non-residential parking:

a. Developer shall bi-annually pay the Village an amount equal to $1 per fee event for non-residential parking within the Project. As used in this section, a "fee event" shall occur whenever a vehicle belonging to a non-resident or invitee of the Project pays a fee for accessing the parking garage and stationing a vehicle on the Property. Where parking is offered at no charge to the end-user directly or through validation no fee event shall be considered to have occurred. Where parking is offered at a reduced charge to the end user, a fee event shall be considered to have occurred.

b. Developer shall on or before ninety (90) days following the close of each fiscal year deliver to the Village a certified statement of its annual gross receipts and charge-offs for parking, and number of parking fee events ("Parking Figures") prepared by an independent certified public accountant ("CPA"), admitted to practice in the State of Florida, reflecting Parking Figures for the preceding fiscal year. The CPA statement shall render an unqualified opinion, based on the result of the audit, relative to the Developer's accounting of Parking Figures. Developer will allow Village auditors, during regular business hours after reasonable notice, to audit, inspect and examine the Developer's fiscal books and records and tax returns, insofar as they relate to Parking Figures, to confirm the Developer's compliance with this Paragraph 7.n. In the event of an under- or over-payment of the contribution based on parking fee events for the preceding year, the party owing sums shall, within thirty (30) days, remit to the other party the amount owed. In the event the Developer owes an amount representing greater than five-

percent (5%) of the contribution due for the preceding year, the Developer shall pay a penalty of one and one half percent (1.5%) per month on the outstanding balance until paid and pay all expenses of collection by the Village, including court costs and reasonable attorneys' fees, if any.

c. Payment in Lieu of Workforce Housing. In order to qualify for the density required to achieve the number of units, Developer must either (i) provide 34 dwelling units of workforce housing, (ii) make a payment in lieu of workforce housing pursuant to Ordinance No. _____, or (iii) or provide a combination of workforce housing on-site and payments in lieu of workforce housing, up to the equivalent of 34 workforce housing dwelling units.

d. External Agency Approvals:

   i. The Developer shall submit verification from Miami-Dade County and the Florida Department of Transportation (FDOT) that the proposed new development has been reviewed and approved for all access management considerations.

   ii. As applicable, the Developer must receive, and submit to the Village, plan approvals from DERM, WASD, and the Miami-Dade County Fire Department, as well as a Tree Removal Permit.

e. Infrastructure/Drainage

   i. The Developer shall provide documentation of compliance with all applicable Level of Service requirements at the time of application for any building permit.

   ii. 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.

   iii. Along with drainage calculations, prior to Master Building Permit approval, the Developer shall provide data of the drainage system (stage storage and pipe sizing calculations) in a report form 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.

   iv. To the extent the Property's area allows under generally accepted engineering standards, Developer shall install additional injection wells to meet stormwater retention calculations based on the updated NOA Atlas 14 data set.

f. General Conditions

i. The Project Approval shall be valid for two (2) years. No more than two (2) one-year renewals may be granted, subject to approval by the Village Commission based upon a finding that Developer has made good faith efforts to seek a Master Building Permit (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the "Project Validity Period"). Developer shall apply for and obtain a full Master Building permit within the timeframes set forth in this paragraph in order to avoid expiration of the Project Approval. 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. If the Project Approval expires, this Agreement shall automatically terminate.

ii. Developer'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.

iii. Once issued, Developers shall maintain the Master Building Permit in active standing as determined by the Building Official 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, or (2) following the Project Validity Period, the Master Building Permit expires for lack of progress or is otherwise 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.

iv. Cost recovery fees must be paid 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), have been paid in full.

g. Prior to issuance of the Master Building Permit, Developer 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. The Developer 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 Developer.

h. The Developer shall provide a minimum six-foot wall on the southern edge of the Property abutting Treasure Island Elementary School ("TIES") in accordance with the Site Plan. In addition, the Developer shall landscape the northern perimeter of TIES in a manner consistent with the landscape

improvements being performed by the Village at TIES. The Developer shall expand the western side of the northern sidewalk from 5 feet to a minimum of 8 feet wide.

i. The Developer has proffered, and the Village has accepted, a condition to limit loading hours such that deliveries are done outside of TIES arrival and dismissal hours and peak AM/PM traffic hours. In addition, the Developer has proffered that a dockmaster shall be available to assist in parking/stationing of delivery vehicles.

j. *Public Facilities*

   i. Complete Streets – 79th Street Causeway. Prior to issuance of the Certificate of Occupancy, Developers shall improve the portion of 79th Street Causeway adjacent to the Property in accordance with the Village Complete Streets design guidelines that are under development and will be promulgated by the Village. Sidewalks shall adhere to the adopted Village color of "Lambert Mesa Buff."

   ii. Developer shall study access to the Property from Westbound traffic on 79th Street Causeway to address queuing length on left turn lanes at East Treasure Drive and at the approximate midpoint of the Property. The study shall be submitted to the Village and FDOT prior to the Master Building Permit. If either FDOT's or the Village's review of the study results in a determination that modifications are required, Developer shall permit and install modifications to extending queuing length prior to the Certificate of Occupancy. In the event FDOT refuses to approve a good faith application by Developer, the Village may waive this requirement based on acceptance of alternative mitigation.

   iii. The Developer shall plant Royal Palms along the Kennedy Causeway frontage of the Property, of a species to be pre-approved by the Village consistent with landscaping installed or projected to be installed by the Village on Kennedy Causeway.

   iv. Prior to the first building permit for the Project, the Developer shall provide a pedestrian ingress and egress easement between the public right-of-way and a new bus shelter to be constructed on the Developer's property, acceptable to the Village Manager.

   v. The Developer shall add a beautified, safe pedestrian crosswalk to the central driveway between the two buildings to increase connectivity, subject to FDOT approval.

k. *Other*

   i. Details regarding rooftop equipment shall be provided in building permit plans. Any rooftop enclosures shall be limited in use to stairway and elevator bulkheads or housing of mechanical equipment and shall not cover more than 20 percent of roof area or exceed the maximum height by ten feet prescribed in Section 15.2.(c)(4) of the ULDC.

   ii. Branding. Where Developer includes the location of the Project in

marketing materials (including, but not limited to, logos, branding, marketing materials, signs, press releases, digital video, and references online, in print, or otherwise), the materials shall reference the Village as the location of the Project. The reference may be creative, such as but not limited to "North Bay Village," and/or "NBV," and/or "The Heart of the Bay" and/or "North Bay" and/or "Treasure Island".

iii. Local Hiring.

a. Construction. The Developer shall cause contractors and subcontractors to use commercially reasonable best efforts to promote employment opportunities for local residents and seek to achieve a project goal of having at least twenty five percent (25%) of all construction labor hours performed by Miami-Dade County residents.

b. Operations. The Developer shall cause its commercial tenants to use commercially reasonable best efforts to promote employment for Village residents in the hotel, retail, and restaurant components of the Project.

iv. In connection with crane overswings over public property:

a. The Developer shall further limit overswings to necessary weathervaning only, and shall in no event allow its contractor to carry live loads over any portion of public property.

b. Insurance. Developer will provide a Commercial General Liability insurance naming the Village as an additional insured party, with a single combined limit, including any umbrella or excess commercial policy, with a broad form commercial general liability endorsement applicable to the real property and its appurtenances, on an occurrence basis in an amount of not less than $5,000,000 per occurrence and $30,000,000 umbrella, which shall include insurance for personal injury, death or property damage occurring upon, in or about public Property. Developer shall cause its Contractor, or any party performing work within the Property to carry comparable insurance naming the Village as an additional insured party.

c. Indemnification. Developer hereby covenants and agrees to indemnify, hold harmless, and defend the Village, including its Mayor, Vice Mayor, Commissioners, City Officials, contractors, and staff (collectively "Village Indemnitees"), from and against liability, losses, or damages, including reasonable attorneys' fees and costs

of defense, which Village Indemnitees may incur as a result of third-party claims, actions, causes of action, suits, lawsuits, debts, liabilities, damages, expenses judgments, and demands whatsoever, in law or in equity, arising out of or in connection with the development and construction of the Projects by or on behalf of the Developer ("Village Indemnified Claims").

l. The Developer shall make reasonable good faith efforts and endeavor to qualify for additional green points on the retail and parking garage portions of the Project.

Material non-compliance with the foregoing shall be cause for the Village's termination of this Agreement.

8. Local Development Permits. The Developer may need to apply to the Village for certain additional development permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan. Those development permits include, but are not limited to:

a. Subdivision plat and/or waiver of plat approvals, if applicable;

b. Water, sewer, paving and drainage, and other infrastructure permits;

c. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants;

d. Building permits;

e. Certificates of occupancy; and

f. Any other official action of the Village, having the effect of permitting the development of the Property.

9. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer 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 Developer 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 Developer to develop the Property in a manner that is materially inconsistent with the Project Approval. Developer 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. Developer 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 Developer'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 Developer, in such instance.

10. Impact Fees. The impact fees that are in effect as of the effective date of this Agreement and that would apply to the development of the Project are specifically provided in Exhibit "D." It is agreed and understood by the parties that no other impact fees other than those listed in Exhibit "C" will apply to the development of the Project. No new impact fees or increases to impact fees over and above the impact fees in existence as of the Effective Date adopted by the Village shall be applied to the development of the Project during the Term. The Village and Developer 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 Developer of its right to pursue impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded.

11. Building Permit Fees. To the extent permitted by Florida Law, Developer shall pay a contribution in lieu of building permit fees for administration, building code compliance, and supervising/monitoring of the work of private providers which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the Village or attributable to the Village for the clerical and supervisory assistance required, or both. All contributions in lieu of building permit fees paid by the Developer shall be credited against building permit fees that would otherwise be charged by the Village for each building permit.

12. Reservation of Development Rights. For the Term, the Village hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights in effect upon the Effective Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits to the Village provided in Section 10 of this Agreement.

The expiration of this Agreement, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended, provided a Master Building Permit has been timely obtained prior to the expiration of the Project Approval pursuant to Section 7.e of this Agreement and is maintained in active status until certificates of use and occupancy are issued by the Village. Notwithstanding the foregoing, the Parties acknowledge that the failure of the Developer to timely obtain a Master Building Permit, pursuant to Section 7.e of this Agreement, shall result in automatic revocation of the Project Approval and

automatic termination of this Agreement, together with the forfeiture of all payments made to the Village paid in furtherance of the Project Approval.

13. Termination. In each event of Developer's material noncompliance with any of the terms set forth herein, in the code, or in the conditions of 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 Developer shall be given an opportunity to cure any cited noncompliance within the thirty (30) day period following notice. The Developer'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.

14. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer 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 Developer, upon execution of this Agreement.

15. Governing Laws.

a. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer 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 (2020) (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 Developer or Village.

16. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if 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.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

If to Developer at: SHOMA North Bay Village, LLC
Attn: Mr. Masoud Shoajaee
201 Sevilla Avenue, Suite 300
Coral Gables, FL 33134

With a copy to: Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, FL 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. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

17. 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.

18. Entire Agreement. This Agreement, together with the documents referenced herein, 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.

19. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, or release has been approved by the Village after public hearing.

20. Enforcement. Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The provisions of this section shall survive the termination of this Agreement. **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 BY OR AGAINST THE OTHER PARTY ARISING HEREUNDER.

21. Cumulative Remedies. Nothing contained herein shall prevent the Developer or the Village from exercising any rights and remedies either party may have under law.

22. Original Development Agreement Replaced. This Agreement replaces and supersedes in its entirety the Original Development Agreement previously entered into and recorded at Official Records Book 32964 at Page 4197 of the Public Records of Miami-Dade County.

23. Sovereign Immunity. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town'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.

[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: _____

By: _____
Dr. Ralph Rosado, AICP
Village Manager
Dated this ____ day of _____, 2023.

_____
Witness #2 Print Name: _____

Attest:

By: _____
Elora Riera, 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____ day of_____, 2023, by _____, as_____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)

DEVELOPER:

In the presence of:

SHOMA NORTH BAY VILLAGE, LLC, a Florida Limited Liability Company:

_____ _____

Witness #1 Print Name: _____ Print Name: _____

Title: _____

Dated this ____ day of _____, 2023.

_____

Witness #2 Print Name: _____

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_____, 2023, by _____, as_____of Shoma North Bay Village, 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)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Address: 1850-1875 79TH STREET CAUSEWAY, NORTH BAY VILLAGE

Folio Numbers: 23-3209-000-0250
23-3209-000-0251
23-3209-000-0253
23-3209-000-0260

LEGAL DESCRIPTION:
A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SEVENTY-NINTH STREET CAUSEWAY; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 11°09'40" FOR AN ARC DISTANCE OF 126.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A CENTRAL ANGLE OF 37°02'17" FOR AN ARC DISTANCE OF 420.33 FEET TO A POINT; THENCE S 1°37'08" E FOR 205.71 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 853.98 FEET, A CENTRAL ANGLE OF 12°57'47" FOR AN ARC DISTANCE OF 193.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 324.98 FEET, A CENTRAL ANGLE OF 27°40'09" AND AN ARC DISTANCE OF 156.95 FEET TO A POINT; THENCE S 1°37'08" E FOR 18.18 FEET TO A POINT; THENCE S 88°41'24" W FOR 68.95 FEET TO A POINT; THENCE N 1°37'08" W FOR 238.39 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST; AS SHOWN ON THE "MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTH-EAST SEVENTY-NINTH STREET CAUSEWAY", WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 88°41'24" E ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY FOR 1560.00 FEET TO A POINT; THENCE S 1°37'08" E FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE ABOVE MENTIONED RIGHT-OF-WAY, AS NOW CONSTRUCTED; THENCE N 88°41'24" E ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY FOR 1943.16 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 557.82 FEET AND A CENTRAL ANGLE OF 38°12'00" FOR AN ARC DISTANCE OF 371.91 FEET TO A POINT OF REVERSE CURVATURE; THENCE TO THE LEFT ALONG A CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 48°08'54" FOR AN ARC DISTANCE OF 546.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFOREMENTIONED CURVE HAVING A RADIUS OF 650.48 FEET AND A CENTRAL ANGLE OF 16°43'50" FOR AN ARC DISTANCE OF 189.84 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE; THENCE S 01°7'08" E ALONG SAID RIGHT-OF-WAY LINE FOR 220.83 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 853.98 FEET, AND FROM WHICH A RADIAL LINE BEARS N 21°26'37" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 185.52 FEET THROUGH A CENTRAL ANGLE OF 12°26'49"; THENCE N 01°37'08" W ALONG A LINE PARALLEL TO AND 180.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE FOR 205.71 FEET TO THE POINT OF BEGINNING; LESS THE AREA BOUNDED BY THE SOUTH RIGHT-OF-WAY LINE OF 79th STREET CAUSEWAY, BOUNDED BY THE WEST RIGHT-OF-WAY LINE OF EAST TREASURE DRIVE, AND BOUNDED BY A 25 FOOT RADIUS ARC, CONCAVE SOUTHWESTERLY AND BEING TANGENT TO THE LAST TWO DESCRIBED LINES.

LYING AND BEING IN THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"

RESOLUTION NO. 2021-46

EXHIBIT "C"

SHOMA NORTH BAY VILLAGE IMPACT FEES

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - SEPT. 28, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

09/18/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
18 day of SEPTEMBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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 SECOND REGULAR MEETING ON SEPTEMBER 28, 2023 AT APPROXIMATELY 6:30 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:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC , TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF REGULARLY APPLICABLE PARKING REQUIREMENTS; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

9/28/2023

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER DENSITY RIGHTS FOR 16 DWELLING UNITS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; 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; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) BY COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $10,000,000 OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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 IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 844 4526 6697
PASSCODE: 211503

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) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). 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 .

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9/28/2023

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE 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. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
9/18

23-59/0000684419M

3/3

ITEM NO. 13.F

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A Resolution Regarding Variance Application Pursuant to Section 111.13 of the Village Code of Ordinances by Farina Contemporary Pizza Corp (DBA Petralunga) for 7601 East Treasure Drive #CU-21 - *Village Manager Ralph Rosado, Ph.D., AICP, Village Planner Silvia E. Vargas, AICP***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: At their September 14, 2023 meeting, the Planning and Zoning Board voted unanimously to forward to the Village Commission a recommendation of approval with conditions as presented by Staff.

BACKGROUND AND ANALYSIS

SUMMARY

Applicant: Farina Contemporary Pizza Corp (DBA Petralunga)

Application Type: Variance (See Attachment 1)

Property Location: 7601 East Treasure Drive, #CU-21, North Bay Village FL 33141

Legal Description: The Grandview Palace Condo Unit CU-21 Undivided 0.3044% Int in Common Elements Off Rec21423-3980 (See attached Certificate of Condominium Ownership included as Attachment 2)

Present Owner: First Equitable Realty III Limited

Present Use: Commercial

Future Land Use: Commercial and Residential/Multi-family high density up to 70 dwelling units per acre with ancillary commercial up to 0.5 FAR (See Attachment 3)

Zoning District: Kennedy Boulevard District T6-24 Transect and High-Density Multifamily Residential RM-70 (See Attachment 3)

Intent of Zoning District: The purpose of the RM-70 district is to provide for high-density multi-family residential structures together with other principal uses as may be approved as use exceptions and such accessory uses as may be necessary and compatible. The purpose of the Kennedy Boulevard District is to:
1) Support the goals of the NBV 100 Master Plan.
2) Transform Kennedy Causeway into a walkable, mixed-use boulevard that supports vibrant retail and a wide range of transportation modes.
3) Facilitate the short-term activation of Pirates Alley into a Village Center.
4) Lay the groundwork for the long-term incremental development of a great urban center and Main Street that supports diverse locally oriented businesses and cultural institutions.
5) Provide improved standards for a wider, more active, and more accessible Island Walk.
6) Attract development of underused and vacant lots in a manner that improves the public realm, increases access to the water and contributes to a robust economic base.
7) Facilitate economic development of Village-owned property to provide, emphasize, and maximize civic amenities that improve the overall livability of the community.

Planning staff has reviewed the applicant's request and finds the variance for the proposed use generally consistent with the purpose and intent of the future land use designations and zoning districts. The Applicant's property is an existing 1,927 square-foot unit within the stand-alone commercial/parking garage building (identified as North Parking Garage) located on the Grandview Palace property.

1. APPLICANT'S REQUEST

The applicant is seeking a variance from the distance requirements of Sections 111.12(A) an 111.12(B)(3) of the Village Code of Ordinances to authorize the issuance of a license for a retail vendor of alcoholic beverages for consumption off the premises to be located less than 5 less than 1,000 feet from an existing off-premises licensee. Property owner First Equitable Realty III Limited has authorized the Applicant to seek this variance.

Staff finds that a variance from Section 111.12(A)(1) to allow the issuance of this license for a location less than 500 feet from an existing school is also required to allow the retail sales for off-premises consumption due to the restrictions of approval of a previous variance (see below).

These variances will allow the issuance of a license to sell alcoholic beverages for off-premises consumption from an existing restaurant currently licensed to sell alcoholic beverages only for consumption on the premises, located at 7601 East Treasure Dr., #CU-21.

The location for the vendor is at an airline distance less than the required 500 feet from the Treasure Island Elementary School and less than 1,000 feet from two existing off-premises licensees. (See Attachment 4).

2. BACKGROUND AND CONTEXT

Two variances were approved for 7601 East Treasure Drive CU-21 by Resolution No. 2000-05 of the Village Commission on February 22, 2000, from the distance requirements of Sections 111.12(A) and 111.12(B)(4), allowing alcoholic beverages to be served specifically within a restaurant, with conditions including that the variances be in service of a restaurant as a principal use, with alcoholic beverages restricted to consumption on premises (see Attachment 5). While these variances remain in effect, the conditions of approval limit the sales of alcoholic beverages at this location to on-premises consumption.

The specific location for which the variances were granted has functioned as a restaurant since the early 2000s. The current iteration of the restaurant (Petralunga) has maintained an active Village license for on-premises alcoholic beverage service since 2020, is not delinquent and does not have any complaints or violations related to its state-sis.

Section 111.13 of the Code provides for consideration and granting of variances from the regulations and restrictions contained in Chapter 111. The Applicant, an existing licensee for sale of alcoholic beverages for on-premises consumption, is requesting a variance from this distance requirement to allow the issuance of an additional license to sell alcoholic beverages for consumption off the premises.

3. FINDINGS

Section 111.13(B) of the Code provides that variances from distance requirements may be granted to proposed establishments if they are located nearer to another licensed establishment or to a school than the minimum required distance pursuant to section 111.12. A determination shall be by a majority vote of the Village Commission, following consideration by the Planning and Zoning Board.

In making the determination, the Village Commission shall consider the following:

(1) That the variance maintains the basic intent and purpose of the applicable zoning, subdivision, and other land use regulations of the Village's Unified Land Development Code.

Staff analysis: Granting of the variances will maintain the basic intent of the applicable zoning regulations. The retail vendor seeks to supplement and expand the restaurant use, by adding alcoholic beverage orders to an existing takeout and delivery service. The restaurant use is

consistent with the permitted uses in the zoning district and complies with the district zoning regulations. No changes to the building or space will be made to accommodate the additional service.

(2) That the granting of the variance will be in harmony with the general purpose and intent of this chapter and will not be injurious to the neighborhood or otherwise detrimental to the public health, safety, and general welfare of the community. In addition to considering the character and use of adjoining buildings and those in the vicinity, the Village Commission in determining its findings may consider the effect of the granting of the variance upon traffic conditions in the vicinity of the location of the requested variance.

Staff analysis: Granting the requested variances will be in harmony with the general intent and purpose of this chapter and will not be injurious to the neighborhood or otherwise detrimental to the public welfare, especially taking into consideration that the location has served as a restaurant with a license for on-premises consumption for many years, and that other retail vendor licensees have existed in the same complex without injury to the neighborhood or detriment to the public welfare. Granting this variance will not change the use to one that is not or has not previously been permitted in the zoning district or different from other land in the same district. Other nearby locations licensed to sell alcoholic beverages for consumption off the premises include a mini-market (Sunshine Grocery, located less than 200 feet away, and granted a variance in 2022 via Resolution No. 2022-037) and a marina (Grandview Fuel, LLC, from a location less than 500 feet on Pier B).

(3) The Village Commission shall also consider whether a requested variance is consistent with the purposes and goals contained in and projected in the North Bay Village Comprehensive Plan and the NBV100 Master Plan.

Staff Analysis: The proposed use is consistent with the envisioned character of the district today and in the future as a complete neighborhood with a wide variety of uses and services to cater to the needs of its residents.

In particular, the requested variance maintains consistency with the following purposes and goals contained in the Village's adopted Comprehensive Plan:

<u>Future Land Use Element</u>
GOAL: Secure the maximum physical, economic, and social welfare for the Village and its residents through the thoughtful use and development of land, buildings, streets, and public facilities…

[…]

Objective 2.1: Manage future growth and development by implementing and enforcing all existing plans and regulations and by preparing and adopting new regulations as needed.

[…]

Policy 2.2.8: The Village shall promote a mixed-use and vibrant commercial street life through the promotion of quality restaurants, grocery stores, coffee and bagel shops, pharmacies, retail stores and entertainment centers.

[…]

Policy 2.2.10: The Village shall develop a strategic plan for the expansion of existing Village businesses and incentivizing new businesses to locate in the Village.

[…]

4. RECOMMENDATION

Based on an analysis of the request and the criteria listed above, Staff recommends approval of the request, subject to the following conditions:

1) This approval is subject to applicable zoning restrictions and is limited to the authorization of a license for the sale of alcoholic beverages for consumption off the premises at the 1,927 square-foot space identified as 7601 East Treasure Drive, #CU-21.
2) The retail sales of alcoholic beverages for off-premises consumption shall be subordinate to the primary use of the unit as a restaurant.
3) The premises shall display legible signage near each public entrance to the premises, prohibiting loitering and open containers.
4) All business signage shall comply with the restrictions on Section 8.10.D in Chapter 8, and Section 11.4 in Chapter 11.
5) The sale of alcoholic beverages for off-premises consumption shall be the same as the hours of operation of the restaurant unless the terms of the State license are more restrictive.
6) The business shall obtain a Business Tax Receipt (BTR) from the Village to engage prior to commencing the activity. All other applicable local, state, and federal permits must be obtained prior to the BTR being granted by the Village.
7) Pursuant to Section 7.5, after the Village Commission has granted a variance, the variance so approved or granted 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 variance was granted.

At the meeting of the Planning and Zoning Board on September 14, 2023, the Board voted 4-0 to recommend approval of the variance requests. The proposed resolution is included as Attachment 6.

ATTACHMENTS

1. Variance Application Request (including application form and related affidavits, letter of intent, location of proposed vendor, and photos of business location requesting the variance)
2. Certificate of Condominium Ownership
3. Future Land Use and Zoning of Subject Property
4. Special Purpose Radius Survey (Exhibit A to Variance Application)
5. Resolution No. 2000-005 East Treasure Drive (Variances granted for a restaurant to sell alcoholic beverages for consumption on the premises)
6. Resolution No. 2023-XXX Variance for Petralunga ABL_7601_ETD_(CU-21)

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

PERSONNEL IMPACT
N/A

ATTACHMENTS

Attachment 1_Petralunga Variance Request Application.pdf
Attachment 2_Certificate of Condominium Ownership.pdf
Attachment 3_Future Land Use and Zoning of Subject Property.pdf
Attachment 4_ Special Purpose Radius Survey.pdf
Attachment 5_R-2000-05 7601 EAST TREASURE DR Variance.pdf
Attachment 6_Reso_Petralunga_7601_ETD_CU21 Variance .docx
DBR Meeting Notice 09.28.23.pdf

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 VARIANCE REQUEST, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

This application form is to be used to petition for a variance from the regulations pursuant to Section 7.3. of the North Bay Village Unified Land Development Code. **This application may only be applied for by the owner of the property, which shall mean the person who owns and currently resides, or owns and intends to reside, at the subject premises, 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. Variances 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 or 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.

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Property Owner Name: FIRST EQUITABLE REALTY III LTD
2. Contact Phone: 786-301-8006 Email Address: JAMES.R.EDW@GMAIL.COM
3. Mailing Address: 7601 E TREASURE DRIVE, STE 1709 NORTH BAY VILLAGE, FL 33141
4. Applicant Name: FARINA CONTEMPORARY PIZZA CORP PETRALUNGA
(If different from Owner)
5. Contact Phone: 786-508-4205 Email Address: INFO@PETRALUNGA.COM
6. Mailing Address 7601 E TREASURE DRIVE CU-21, NORTH BAY VILLAGE, FL 33141
7. Address of Property Covered by the Application: 7601 E TREASURE DRIVE CU-21 NORTH BAY VILLAGE, FL 33141
8. Legal Description of Property Covered by the Application (add pages if needed):
THE GRANDVIEW PALACE CONDO. UNIT CU-21 UNDIV 0.3044% INT IN COMMON ELEMENTS OFF REC21423-3980

9. Folio Number(s): 23-3209-041-6150

10. Lot Size (square feet): 1,927 SQ FT

11. Future Land Use and Zoning Designations: _____

12. Section(s) of the North Bay Village ULDC form which the Applicant Seeks Relief: ____

Sections 111.12 Distance limitations between licensees

13. Variance(s) Requested: Distance variance from the minimum 1000 ft required distance to other retail vendors licensed for sales for off-premises consumption

14. Reasons for the Request (add pages if necessary): _____

We are a small business of North Bay Village proudly serving our community. We aim to expand our service offerings to provide wine, beer, and liquor to-go to our local customers that order through our online food delivery platforms. The sale of liquor in conjunction with fine dining take-out/delivery is a reasonable request. This opportunity could help us to continue serving the community, meet our customer demand and continue to expand our existing business. Our location is a tucked away hidden gem in North Bay Village and it would not be financially feasible for us to move our restaurant to comply with the distance limitations.

OWNER AFFIDAVIT/INTENT TO RESIDE

an authorized representative of JE

I, First Equitable Realty III, Ltd, by JAMES EDWARDS being first duly sworn, depose and say that I am the legal owner of record of the property described and which is the subject of the proposed Variance application ~~and that I currently reside on or intend to reside on the subject premises~~. JE

I have made every attempt to relocate/redesign the proposed improvement to avoid the variance(s) herein requested. I acknowledge that Village Commission has the authority to approve, modify, or deny my application and that in granting approval of my application the Village Commission may prescribe any appropriate conditions and safeguards necessary to protect and further the interest of the area and abutting properties.

This affidavit is subject to penalties of law (Perjury) and to possible voiding of any decision.

James Edwards
Signature

Sworn to and subscribed to before me this 21st day of June, 2023

Thomas Woodrow Ward Jr.
Notary

Public Commission expires: _____

Thomas Woodrow Ward, Jr
NOTARY PUBLIC
Howard County
MARYLAND
My Commission Expires July 01, 2023

CONSENT TO PUBLIC HEARINGS

All requests for variances 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 variance 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 variance 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 Chapter 7. 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 _____

Print Name GIOVANNI BRUSCAGLIA

(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 FLORIDA
COUNTY OF MIAMI DADE

Sworn to and subscribed to before me this 14 day of AUGUST, 2023,

by Giovanni Bruscaglia, who is personally known to

me or who has produced _____ as identification.

Notary Public State of Florida
Oscar Garcia-Rivera
My Commission HH 025439
Expires 08/14/2024

Notary Public Signature _____

Commission
Number/Expiration _____

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: 08-14-2023

Relationship to the project: (e.g., property owner, architect, developer, attorney)

APPLICANT

Full Name: GIOVANNI BRUSCAGLIA

Current Address: 1770 MERIDIAN AVE APT. 210

City: MIAMI BEACH State: FL Zip: 33139

Telephone: 7865086205 Email: info@petralunga.com

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 14 DAY OF AUGUST, 2023

Notary Public, State of Florida at Large

Notary Public State of Florida
Oscar Garcia-Rivera
My Commission HH 025439
Expires 08/14/2024

My Commission expires _____, 20___.

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.

CHECK LIST FOR THE APPLICANT

Mandatory Submittals:

- [x] Complete Variance Application, including all required forms and affidavits, signed by property owner or owner's representative.
- [x] Letter of Authorization from property owner, if different from Applicant.
- [x] Letter of intent, signed by the Applicant (refer to page 5 of this document), explaining the nature of the request, justification for the proposed variance, evidence that the request complies with Subsection 7.3.D. of the North Bay Village Unified Land Development Code, and other pertinent information. Insufficient justification may result in denial of the application. The applicant must justify each individual variance in the letter of intent.
- [x] Certified Land Survey dated within two (2) years of the filing date of the application, reflecting all current conditions.
- [x] Map or aerial photo showing adjacent properties, surrounding streets (labeled) and a north arrow.
- [x] Photos of buildings and structures on the property concerned.
- [x] Accurately dimensioned plans showing the location and spacing distance of the 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; and the variance being requested clearly shown, (i.e., required versus proposed structure).
- [ ] 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).

Optional Submittals:

- [ ] Signed consent letters from neighboring property owners.
- [ ] Different versions of the proposed variance based on alternative design options.

Applications are deemed incomplete until all mandatory submittals have been received by the Village Planning and Zoning Official.

EVIDENCE THAT THE REQUEST COMPLIES WITH SUBSECTION 7.3.D. OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE

In your Letter of Intent, or separately, address how the Variance Application complies with the following criteria.

For the Planning and Zoning Board to recommend approval, and for the Village Commission to grant approval, of a variance request, both must make an affirmative finding with respect to all seven (7) of the following criteria:

1. That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district.
2. That the special circumstances and conditions were not self-created by any person having an interest in the property.
3. That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant.
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district.
5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.
6. That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
7. The variance request is not based exclusively upon a desire to reduce the cost of development.

Office Use Only:

Date Submitted: _____ Total Paid: $_____

Date Paid: _____ Filing Fee: $_____

Cash or Check #_____ Cost Recovery Dep: $_____

August 21, 2023

Dr. Ralph Rosado
Village Manager
North Bay Village
1666 Kennedy Causeway
3rd floor
North Bay Village, Florida 33141

Dear Dr. Rosado,

We respectfully submit this letter of intent in support for an application for a variance for Petralunga restaurant from Section 111.12(B)(3) of the Village's Code of Ordinances so as to permit the sale of beer, wine and liquor for consumption off the premises where the proposed establishment is situated less than 1,000 feet from an existing off-premises licensee. Petralunga, which is legally described in the survey as Farina Contemporary Pizza Corp in attached Exhibit A is a restaurant currently designated as a 4COP licensee permitted to "beer, wine and liquor; consumption on premises or package sales". Please see below for our responses to each of the applicable variance codes and variance criteria.

Variance from Code Section 111.12 (A)(1) and (B)(3):

111.12(A)(1) No license for the sale of liquor, beer, and wine, or alcoholic beverages shall be granted or issued to any person or establishment where the place of business designated in the application therefore is within 500 feet of a school. This distance shall be the airline distance from the main entrance of the place of business to the nearest property line of the real property occupied by a school.

Applicant Response: Per 111.12(A)(2), stated below, we are exempt from 111.12(A)(1), because we are an existing restaurant already located within 500 feet from a school so we are exempt from this distance requirement.

111.12(A)(2): **Restaurants and grocery stores selling beer and wine are exempt from the distance requirement described above.**

111.12(B)(3) No license for a retail vendor of alcoholic beverages, for consumption off the premises shall be granted to any person, or establishment where the proposed establishment shall be situated less than 1,000 feet from an existing off-premises licensee. These distance separations shall not apply to grocery stores.

Applicant Response: Per attached Land Survey in Exhibit A, there are two establishments less than 1,000 feet from Petralunga restaurant that are retail vendors of alcoholic beverages which we are seeking variance request from. The first establishment is "6. Market – Bay Mini Market" (alias is Sunshine Grocery). The Bay Mini Market/Sunshine Grocery is located 199 feet from Petralunga restaurant but has different clientele and it operates more as a convenience store that sells limited wine and beer products and no liquor. The other establishment with an alcohol license is "7. Dock – Grandview Fuel LLC" and

located 452 feet from Petralunga. Technically this establishment has an alcohol license but we are not aware of this location actually selling alcohol. Per Google, the company description states it is a gas station.

Since the radius survey was conducted in July 2023, there are two establishments listed on the survey that have 1)since moved away and 2) is no longer applicable. The establishment which moved away is "5. Liquor Store- Happy's Stork Lounge and Liquor Store" and "8. Market- Sunshine Grocery" location on survey is not applicable because it is now operating in the location of "6. Market – Bay Mini Market" (alias is Sunshine Grocery, as stated above). Please see Exhibit B for an up-to-date map view of establishments surrounding Petralunga.

In addition, we believe we may be exempt from a variance request from the Publix Liquor store that was recently approved for a variance request, as Section 111.12(B)(3) state that "these distance separations shall not apply to grocery stores".

Variance Criteria:

We respectfully submit that the variance application complies with the variance criteria as set forth in Section 7.3 of the Code as follows:

In making a determination regarding a variance request from the provisions of this chapter, the Village Commission shall consider the following:

> (1) That the variance maintains the basic intent and purpose of the applicable zoning, subdivision and other land use regulations of the Village's Unified Land Development Code.

Applicant response: Our variance request maintains the basic intent and purpose of the applicable zoning, subdivision and other land use regulations of the Village's Unified Land Development Code. We wish to remain operating as a restaurant with majority sales comprised of food sales. The variance request would just provide additional beverages to be consumed off premises in the case of customers ordering meals for takeout or delivery.

> (2) That the granting of the variance will be in harmony with the general purpose and intent of this chapter and will not be injurious to the neighborhood or otherwise detrimental to the public health, safety and general welfare of the community. In addition to considering the character and use of adjoining buildings and those in the vicinity, the Village Commission in determining its findings may take into account the effect of the granting of the variance upon traffic conditions in the vicinity of the location of the requested variance.

Applicant response: Petralunga has been in good standing with the community, adjoining buildings and those in vicinity to us since we opened in March 2020. We support our local neighboring businesses and feel our request of selling beverages comprised of wine, beer and liquor, to our customers is a reasonable request when customers order take-out or delivery. We take great pride in being a big part of the community and our community's public health, safety, and general welfare of the community is of great importance to us. The granting of this variance would not be injurious to the neighborhood or otherwise detrimental to the public welfare.

(3) The Village Commission shall also consider whether a requested variance is consistent with the purposes and goals contained in and projected in the North Bay Village Comprehensive Plan and the NBV100 Master Plan.

Applicant response: One of the Village's Master Plan's Goals is to "secure maximum…economic…welfare for the Village and its residents through the thoughtful use and development of land"… The policies implementing this goal encourage a broad range of commercial uses, and promotion of mixed-use and vibrant commercial street life through the promotion of quality restaurants, grocery stores, coffee and bagel shoes, pharmacies, retail stores and entertainment centers". (See Policy 2.2.9, Policy 2.1.13) The granting of this requested variance would allow an existing high quality restaurant to continue flourishing and meet the demands of the customers within the community by offering additional high quality items to be consumed when making take-out or delivery purchases.

Background:

Petralunga is a small business of North Bay Village proudly serving our local community. We take pride in being one of few dining options in the area. In efforts to expand our restaurant's service offerings to the community, we wish to provide wine, beer, and liquor to-go to our local customers that order food through our online food delivery platforms including UberEats, Grubhub, DoorDash and our website. The sale of liquor in conjunction with fine dining take-out/delivery is a reasonable request. Our menu is crafted with liquor and beverage options in mind. We would be grateful to allow our customers who order online or take out to enjoy high quality wines, liquors and beers with their meals.

The opportunity could help us to continue serving the community, meet our customer demands and continue to expand our existing business. We are a hidden gem in North Bay Village and it would not be financially feasible for us to move our restaurant to comply with the distance limitations as required.

The locations with an alcohol license located within 1000 feet of Petralunga restaurant have totally different service offerings and meet different needs for the community. First and foremost, Petralunga is a restaurant and majority of sales will come from sales of food and will continue to. Since March 2020, we've been operating Petralunga responsibly and without any issues related to our liquor license. Per the state, Petralunga is allowed to sell packaged wine, beer and alcohol to be consumed off-premises per our 4COP license. We would be very grateful to have that same opportunity in our home of North Bay Village.

Contact:

For the foregoing reasons, we respectfully request your favorable consideration of our requests. If you have any questions or wish to discuss the requested variance further, please do not hesitate to contact me at 786-508-4205 or info@petralunga.com . Thank you for your attention to this matter. We look forward to working with you and your colleagues on this very exciting opportunity for our local business.

Sincerely,

Giovanni Bruscaglia

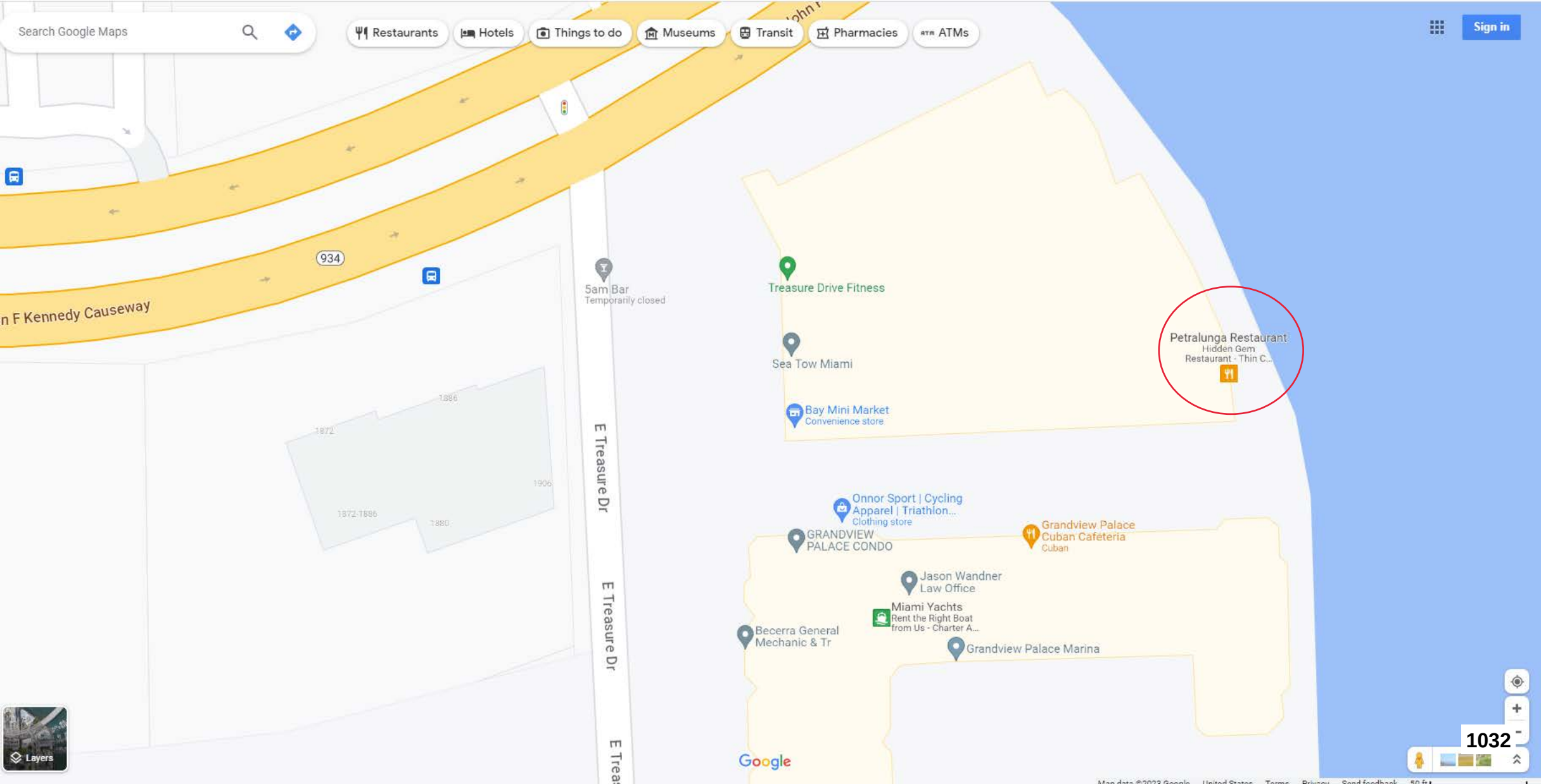
Giovanni Bruscaglia

Petralunga Restaurant

Exhibit A

Please see separate attachment "Petralunga Land Survey"

Exhibit B


Search Google Maps
Restaurants
Hotels
Things to do
Museums
Transit
Pharmacies
ATMs
Sign in
934
n F Kennedy Causeway
5am Bar
Temporarily closed
Treasure Drive Fitness
Sea Tow Miami
Bay Mini Market
Convenience store
Petralunga Restaurant
Hidden Gem
Restaurant · Thin C...
E Treasure Dr
E Treasure Dr
E Trea
1886
1872
1906
1872-1886
1880
Onnor Sport | Cycling Apparel | Triathlon...
Clothing store
GRANDVIEW PALACE CONDO
Grandview Palace Cuban Cafeteria
Cuban
Jason Wandner Law Office
Miami Yachts
Rent the Right Boat from Us - Charter A...
Becerra General Mechanic & Tr
Grandview Palace Marina
Layers
Google
1032

Photos of Petralunga


PETRALUNGA
since 2020
New concept of Pizza
PETRALUNGA
since 2020
New concept of Pizza
PETRALUNGA
since 2020
isprohibited
New concept of Pizza
PETRALUNGA
since 2020
New concept of Pizza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New concept of Pizza


CU21
EXIT
Te quiero
Te gusta
PETRALUNGA
since 2020
New concept of Pizza
PETRALUNGA
New concept of Pizza
PETRALUNGA
New concept of Pizza
PETRALUNGA

FOLIO 23 3209 041 6150 PROP ADDR 7601 E TREASURE DR CU-21

PROPERTY RECORD CARD — Generated Date: 08/25/2023

2022 Current — OFFICE OF THE PROPERTY APPRAISER — Roll Year: 2022

DOR CODE: 1118 STORE : CONDOMINIUM - COMMERCIAL — STATUS: ACTIVE EFLG:

** Note: values are subject to change due to tax roll corrections **

CURRENT OWNER AND MAILING:

FIRST EQUITABLE REALTY III LTD

7601 E TREASURE DR SUITE 1701

N BAY VILLAGE FL 33141-4366

LEGAL DESCRIPTION:

THE GRANDVIEW PALACE CONDO
UNIT CU-21
UNDIV 0.30441%
INT IN COMMON ELEMENTS
OFF REC 21423-3980

ACCOUNT FLAGS:

#	CAT	TYPE	DESCRIPTION	VALUE
5	LEGC	ST	Strip Number	7009CR

MCD:	2300 North Bay Village					ZONING 1:	6300 COMMERCIAL - RESTRICTED
CTCASE:	N	% CAP:	0.00	DISTRICT:	6	ZONING 2:	0000
HEX BASE YR:	0	PORT YR:	0	GPAR:	0	NON-HEX BASE YR:	2008
AG:	N	NFC:	N	EEL/CONS EASMNT:	N	EEL/CONS COVENANT:	N NH CD: 150.00 NO BAY VILLAGE

ADDITIONAL PROPERTY INFORMATION

LOT SIZE:	0 S	BUILDING AREA:	2,022	L/B RATIO:	0.00	POOL:	N	AVG UNIT SIZE:	2,022.00
BUILDINGS:	1	YEAR BLT:	1987	EFF AGE:	1987	UNITS:	1		
BDRM:	0	BATH:	0	1/2 BTH:	0	EFF:	0		
1BD:	0	2BD:	0	3BD:	0	4BD:	0		

VALUE HISTORY:	2020	2021	2022	$ UNIT OF MEASURE	$ PER UNIT
LAND VALUE	0	0	0	0.00	
BUILDING VALUE	0	0	0	0.00	
MARKET VALUE	272,970	303,300	303,300	150.00	303,300.00
ASSESSED VALUE	272,970	300,267	303,300		
TOTAL EXEMPTION VALUE	0	0	0		

SALE HISTORY

#	AMOUNT	DATE	I/V	SALE TYPE	SALECD	ORBOOK	ORPG	GRANTOR	GRANTEE

PREVIOUS OWNER INFORMATION

EXEMPTIONS:	2020	2021	2022

The Grand View Palace Condominium
DECLARATION OF CONDOMINIUM

~~Establishing~~
~~SUBMISSION STATEMENT~~

FIRST EQUITABLE REALTY III, LTD., a Florida limited partnership, hereinafter called the "Developer" for itself, its successors, grantees and assigns, being the holder of fee simple title to the real property described in Exhibit "A", Sheet 1, attached hereto and made a part hereof, hereby states and declares that said property is submitted to condominium ownership, less and except the Electronic Communications System as said system is defined in this Declaration, and all public utility installations, and other personal property or equipment, if any, not owned by the Developer, and excepting the rights reserved in Section XIII (4) Roof Top Area and XIII (5) North Building Roof Top, pursuant to the requirements of the statutes of the State of Florida, hereinafter sometimes referred to as the "Condominium Act," the provisions of which are hereby incorporated by reference as is fully set forth herein, and does hereby file for record this Declaration of Condominium.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land as the case may be, and shall be non-exclusive and perpetual unless sooner terminated as upon all Unit Owners, as hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the By-Laws of the Association. Both the burdens imposed and the benefits granted shall run with each Unit and the interests in the Common Elements.

I. Name

1.01 The name of the Condominium is: THE GRANDVIEW PALACE CONDOMINIUM.

1.02 The name of the Unit Owners Association is THE GRANDVIEW PALACE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association."

II. Land

The land comprising this condominium is described on Exhibit "A," Sheet 1, attached hereto and made a part hereof as if fully set forth herein.

III. Definitions

The terms used in this Declaration and in its Exhibits, including the By-Laws of the Association, shall be defined in accordance with the provisions of the Condominium Act, State of Florida and as follows unless the context otherwise requires:

3.01 "Unit" or "Apartment" - means a part of the Condominium Property which is subject to exclusive ownership. A Unit may be in improvements, land, or land and improvements together, as specified in this Declaration. The term "Unit" includes both Commercial Units and Residential Units as described in the Declaration unless herein provided to the contrary, or unless the context otherwise requires. (See Sections 15.01 (b) and XXV regarding Commercial Units sold without consent of the Association.)

3.02 "Unit Owner" or "Owner of a Unit" - means the individual, partner, or shareholder of a legal entity which has title to a Condominium Parcel.

3.03 "Assessment" - means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

3.04 "Association" - means the corporate entity responsible for the operation of the Condominium.

3.05 "Bylaws" - means the Bylaws of the Association as they are amended from time to time.

3.06 "Common Elements" - means the portions of the Condominium Property not included in the Units.

3.07 "Common Expenses"- means all expenses and Assessments properly incurred by the Association for the Condominium.

3.08 "Common Surplus" - means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements over the Common Expenses.

3.09 "Condominium" - means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of Units that may be owned by one or more persons, and there is appurtenant to each Unit an undivided share in the Common Elements.

3.10 "Condominium Parcel" - means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

3.11 "Declaration" or "Declaration of Condominium" - means the instrument or instruments by which a Condominium is created as they are from time to time amended.

3.12 "Limited Common Elements" - means those Common elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units as specified in the Declaration of Condominium.

3.13 "Operation" or "Operation of the Condominium" - includes the administration and management of the Condominium Property.

3.14 "Developer" - means a person who creates a Condominium or offers Condominium Parcels for sale or lease in the ordinary course of business, but does not include an Owner or lessee of a unit who has acquired his Unit for his own occupancy. As used herein, the term "Developer" shall include assigns and successors in interest to the original Developer.

3.15 "Board of Administration" - means the Board of Directors of the Association or other representative body, responsible for administration of the Association.

3.16 "Condominium Property" - means the lands, leaseholds, and personal property that are subject to Condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant hereto intended for use in connection with the Condominium.

3.17 “Mortgagee" or "Institutional First Mortgagee" - means a bank, Federal or State saving and loan association. insurance company, mortgage company, real estate investment or business trust, pension fund and agency of the United States government, any other lender generally recognized as an institutional type lender, or the Developer (including any nominee of Developer) owning and holding a mortgage encumbering a Condominium Unit.

3.18 "Institutional First Mortgage" - means a mortgage owned or held by an Institutional First Mortgagee.

3.19 "New Construction" - means such construction planned by the Developer including additional penthouse stories on the roof of Main Building, additional indoor garage space as an extension on the South Side of the main Building’s garage, additional garage space and a

narrow North Residential tower and landscaping above the North Garage Building (a.k.a. Garage Annex or North Garage; see Section XVI (5), and possible alterations of parking and expansions of commercial, storage, and recreational spaces in the main Building and North Garage). The intended improvements contemplated above the roof of the main Building and above the top floor of the North Garage Building will be constructed in air rights space above the Condominium and will not be a part of the Condominium. The Important Note to the Survey in Exhibit "A" refers to the New Construction.

Whenever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

IV. Description. The Condominium is described as follows:

4.01 A survey or the land submitted to condominium ownership is set forth on Exhibit "A" attached hereto. The Affidavit of Surveyor as to the Substantial Completion of the improvements is attached hereto and made a part hereof as Exhibit "A". A graphic description of the improvement or improvements in which units (including Commercial Units) are located and the identification of each Unit by letter, name or number, so that no Unit bears the same designation as any other Unit, and the plot plan thereof, all in sufficient detail to identify the Common Elements and each Unit and their respective locations and approximate dimensions is attached hereto as and made a part hereof as Exhibit "A."

4.02 The developer reserves the right to proceed with any part of the New Construction and/or change the interior or exterior design or arrangement of all Units as long as the Developer owns the Unit when so changed and altered. If such change reflects a material change to the exterior design or arrangement of one or more Units, it shall be reflected by an amendment of this Declaration; any amendment for such purpose need be signed and acknowledged only by the Developer and Mortgagee, if any, and need not be approved by any other person, including, but not limited to, the Association, and Unit Owners, anything herein to the contrary notwithstanding. Without limiting the generality of the foregoing, the rights reserved in this paragraph 4.02 shall permit the Developer, at its option prior to creating this Condominium and thereafter, to change the number or Units within the Condominium and/or the interests of the Unit Owners in the Common or Limited Common Elements. However, the aggregate of the undivided interest of the Unit Owners in the Common or Limited undivided interest of the Unit Owners in the Common Elements or Limited Common Elements of such Units so redesigned or changed may be different than as originally provided herein. To the extent that an amendment hereunder changes the configuration or size of any Unit in any material fashion, materially alters or modifies the appurtenances to the Unit or changes the proportion or percentage by which the Owner of the parcel shares the Common Expenses or owns the Common Surplus, such an amendment shall require a majority of total voting interests.

Without limiting the generality of the foregoing, within the Residential Units described on Exhibit "A" attached hereto, there are eighty-eight (88) portions of Units identified with the suffix "A", each such portion being hereinafter referred to as "the 'A' Portion", The affected Units are located on the fourth through the twenty-fourth floors, as well as Penthouse first floor and Penthouse second floor, and are identified with Unit Numbers ending in "01", "03", "04" and "19". The "A" Portion shall be designated by the Developer, in the manner hereinafter provided, to be appurtenant to one of the Units to which it is immediately adjacent, as follows: The «A" Portion labeled "01 A" will be designated as forming a part of the adjacent Unit ending in "01" or "II"; the "A" Portion labeled "03A" will be designated as forming a part of the adjacent Unit ending in "02" or "03"; the “A” Portion labeled "04A" will be designated as forming a part of the adjacent Unit ending in "04" or "05"; and the "A" Portion labeled "19A" will be designated as forming a part of the adjacent Unit ending in "18" or "19". Under no circumstances may an "A” Portion legally exist as a separate Unit. The “A" Portion of a Unit must be appurtenant to one

of the adjacent Units identified above. A single exceptional "A" Portion is the South Portion of Unit PH201 which shall be labeled "A¹" on the Survey, and which may be designated as forming a part of PH202. Each "A" portion must be sold, occupied, rented, mortgaged or transferred only as part of a Combined Unit and cannot be separated in any manner. The first Deed of conveyance from the Developer to a purchaser of any of the affected Units as described herein shall contain a provision declaring the "A" Portion to be either (i) appurtenant to the appropriate adjacent Unit designated in the Deed of conveyance, or (ii) excluded from the adjacent Unit designated in the Deed of conveyance. The Unit, to which the "A" Portion is designated to be appurtenant together with the appurtenant "A" Portion, shall be hereinafter referred to as a "Combined Unit". A Combined Unit shall be treated as a single Unit under this Declaration for all purposes, including, but not limited to, voting rights and lien rights in favor of the Association or other creditors. Other than the original Deed of conveyance from the Developer to a Unit Owner, no subsequent conveyance, mortgage or other transfer of a Combined Unit or the Unit from which the "A" Portion has been excluded shall require any designation or reference to the "A" Portion. The undivided interests as listed on Exhibit "B" attached hereto are separately listed for each "A" Portion and each adjacent Unit. When the "A" Portion is combined with an adjacent Unit to form a Combined Unit, the undivided interest for the Combined Unit shall be the sum of the undivided interests listed on Exhibit "B" attached hereto for each component of the Combined Unit. When the "A" Portion is excluded from the adjacent Unit, the undivided interest of that adjacent Unit shall be equal to the undivided interest for that Unit as referenced on Exhibit "B" attached hereto.

4.03 The following non-exclusive easements shall be covenants running with the land and are expressly granted and/or reserved in favor of the Unit Owners, occupants of any Unit, their guests and invitees, to wit:

(1) Utilities: Blanket non-exclusive easements are reserved throughout the Condominium Property as may be required for utility services in order to adequately serve the Condominium. In the event any Unit, recreation area, Common or Limited Common Element encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the Owner or Owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

(2) Encroachments: In the event that any Unit shall encroach upon any of the Common Elements or any other Unit for any reason other than the intentional act of the Unit Owner or in the event that any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such encroachments so long as the same shall continue.

(3) Traffic: An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, if any, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the Unit Owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property, except to the extent that the space may be specifically designated and assigned for parking purposes.

(4) Access: Each Unit Owner and any officer, agent, employee or designee of the Association or member of the Board of Administration of the Association shall have access across any Limited Common Elements for the purpose of ingress

and egress.

(5) Easement A non-exclusive easement for ingress and egress over streets, walks and other rights-of-way serving the Units of this Condominium as part of the Common Elements necessary to provide reasonable access to the public ways.

4.04 The following easements shall be covenants running with the land. In addition to the foregoing easements and not by way of limitation, the following easements are hereby created (in addition to any easements created under the Act and any easements affecting the Condominium Property and recorded in the Public Records of Miami-Dade County):

(1) Support: Each Unit, the Main Building and Garage Annex shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements, and any other structure or improvement which abuts any Unit, the Main Building or Garage Annex, including, without limitation, any New Construction.

(2) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and monitoring systems, life safety systems, digital or other satellite systems, broadband communications and other services and drainage in order to serve the Condominium and/or members of the Association and/or the improvements described as New Construction. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications, monitoring systems, life safety systems, digital or other satellite systems, broadband communications or other service or drainage facilities or the use of these easements. The Association shall have an irrevocable right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications, monitoring systems, life safety systems, digital or other satellite systems, broadband communications, and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing such facilities or easements herein reserved, provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one day's notice, which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted.

(3) Encroachments. If any improvements encroach upon the property intended for improvements described as New Construction or (ii) the property intended for improvements described as New Construction encroach upon the Condominium Property; or (iii) any encroachment shall hereafter occur as a result of (A) construction of the improvements described as New Construction; (B) settling or shifting of the improvements described as New Construction; (C) any alteration or repair to the Common Elements and/or Association Property made by or with the consent of the Association or Developer, as appropriate, or (0) any repair or restoration of the Main Building and/or Garage Annex (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements and/or the Association Property, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Main Building and/or Garage Annex and

the affected or the relevant improvements described as New Construction shall stand.

(4) Ingress and Egress. A non-exclusive easement in favor of each unit owner and resident, their guests and invitees, of the improvements described as New Construction shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, elevators, and other portions of the Common Elements and Association Property as from time to time may be intended and designated for such purpose and use, and to afford pedestrian access to and from any portion of the Condominium Property located within or surrounded by the Main Building and Garage Annex; and for vehicular and pedestrian traffic over, through and across, and parking on, such portions of the Common Elements and Association Property as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph 4.03 (8) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easement (other than those on Condominium Parcels) automatically shall be subordinate to the rights of unit owners and the Association with respect to such easements.

(5) Recreational Facilities Easement. It is intended that the recreational facilities located within the Common Elements, shall be made available to persons who are not Unit Owners or members of the Association (the "Recreational Facilities"). The exact number of outside users, and the fees, dues or other sums to be paid by them, if any, shall be determined by the Developer (for so long as it controls the Board of the Association), and thereafter by the Board. Any such fees, dues or other sums shall be deemed revenue of the Association. In order to accommodate the intended use and operation of the Recreational Facilities by such outside users/members, a non-exclusive easement is hereby reserved over and upon the Common Elements in favor of such permitted outside users and their guests, for pedestrian and vehicular traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements in order to use and enjoy the designated Recreational Facilities.

(6) Construction; Maintenance. The Developer (including its affiliates and its *or* their designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of undertaking and completing the construction of the improvements described as New Construction or any part thereof, or any improvements, structures, facilities or units located or to be located on the property for the New Construction, and/or any improvements to be located adjacent thereto and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so. The Association (and its designees, contractors, subcontractors, employees) shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property of to a Unit or Units.

(7) Exterior Building Maintenance. An easement is hereby reserved on, through and across each Unit and all limited Common Elements appurtenant thereto in order to afford access to the Association (and its contractors) to perform roof repairs and/or replacements, repairs, replace, maintain and/or alter rooftop mechanical equipment, to stage window washing equipment and to perform

window washing and/or any other exterior maintenance and/or painting of the Main Building and Garage Annex.

(8) Sales and Leasing Activity. For as long as the Developer retains any ownership interest in any portion of the property or for the New Construction, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements or Association Property for guest accommodations, model apartments and sales, leasing and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units and/or "units" or improvements described as New Construction (and/or the Kelly Lot Property), and/or to erect on the Condominium Property and Association Property signs and other promotional material to advertise Units or other portions of the New Construction for sale or lease.

(9) New Associations Easements. The New Association and their agents, employees, contractors and assigns shall have an easement to enter onto the Condominium Property for the purpose of performing such functions as are permitted or required to be performed by the New Associations by the declarations of condominium which govern the property for the New Construction, including, but not limited to, safety and maintenance activities and enforcement of architectural restrictions. An easement for such purposes is hereby granted and reserved to the New Associations and their members (and their guests tenants and invitees), and each Owner, by acceptance of a deed or other conveyance of a Unit, shall be deemed to have agreed to the grant a reservation of easement herein described and the rights herein vested in the New Associations. Notwithstanding anything herein contained to the contrary, in order to provide for the orderly distribution and regulation of parking facilities within the Condominium Property, to the extent that any portion of the Condominium Property is necessary or desirable (in the sole determination of the New Associations) for maximizing and easing traffic flow through the parking areas of and adjacent to the Condominium Property, then all such portions shall be maintained and operated by the New Associations as common elements of and under the declaration, or declarations of condominiums and the maintenance, operation and regulation of same shall be vested in the New Associations and their members (and theirs guests tenants and invitees), and each Owner, by acceptance of a deed or other conveyance of a Unit, shall be deemed to have agreed to the grant and reservation of easement herein described and the rights herein vested in the New Associations. All easements and rights provided for in the declarations of condominium in favor of the New Associations, their respective members and/or the Declarant thereunder, are hereby granted to said New Associations and their members and Declarant, and its assignees, designees and nominees.

(10) Support of Adjacent Structures. In the event that any structure(s) is constructed so as to be connected in any manner to the Main Building and/or the Garage Annex, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair and replacement of all utility lines and equipment serving the adjacent structure which are necessarily or conveniently located within the Condominium Property or Association Property (provided that the use of this easement shall not unreasonably interfere with the structure, operation or use of the Condominium Property, the Association Property or the Main Building or Garage Annex). All easements and rights provided for in the declarations of condominiums in favor of the New Association, its respective members and/or the Declarant thereunder are hereby granted to Associations and their

respective members and respective Declarant, and its and their assignees, designees and nominees.

(11) Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for act or omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements and Limited Common elements, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be) as set forth in Article XXVII below.

(12) Additional Easements. The Association, through its Board, on the Association's behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any portion of the Condominium and/or Association Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium and/or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Main Building and Garage Annex, or any portion hereof, or any improvements located on the property for New Construction, or for the general health or welfare of the Unit Owners and/or members of the Association, or for the purpose of carrying out any provisions of this Declaration or the declarations of condominium, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. All easements and rights provided for in the declarations of condominium in favor of the New Associations and their respective members or the Declarant are hereby granted to the New Associations and their respective members and the Declarant, its assignees, designees and nominees.

(13) Neighboring Marina - The Marina adjacent to Grandview Palace is owned by a not-for-profit corporation named The Grandview Palace Yacht Club. The Yacht Club is independent of the Condominium Association. The Yacht Club has its own corporate charter and Board of Directors. The Yacht Club owns commercial condominium number 12 at Grandview Palace, which serves as the lounge for the Yacht Club. While all condominiums have ownership interest in the lands of the Condominium in proportion to their condominium
ownership, the Condominium cedes to the Yacht Club control of (for the expressed purpose of maintaining the submergible land lease with the State of Florida), but not ownership or the obligation to maintain, the riparian uplands adjacent to the marina and the riparian rights to operate the Marina. Furthermore, the Yacht Club shall have the exclusive right to establish rules and regulations for its members, and to collect money from its members to pay for the maintenance and operation of Marina Property. The Grandview Palace Condominium Association shall have no financial Obligation to maintain the

Marina and shall not have liability for damage or injury that may occur on Marina property.

The Association grants to the Yacht Club and or independent fuel pier business easements for all utilities, machinery, underground fuel storage tanks and pipes, and other upland equipment on Condominium Association property used for the operation of the Marina and the fuel pier. For as long as the Yacht Club owns a commercial condominium at Grandview Palace, the Condominium Association grant the members of the Yacht Club, their guests, and invitees easement access for pedestrian and vehicular traffic to and from the Marina. By virtue of being partial owners of the commercial condominium known as the marina lounge, the Yacht Club owners shall be afforded access to Condominium Association amenities however, as stipulated in the Yacht Club membership agreement, tenants of Yacht Club members shall not be permitted to use Condominium amenities. When on Condominium Property, the Yacht Club Members, guests, tenants, and invitees shall be subject to rules and regulations of the Condominium Association.

V. Identification of Units, Limited Common Elements and Common Elements, Survey, Shares in Common Elements, Prorations of Common Expenses, Voting Rights

5.01 The Condominium Units and all other improvements constructed on the Condominium Property are set forth in detail in Exhibit "A" attached hereto. Each Condominium Unit is described in such a manner that there can be determined therefrom the identification, location and dimensions of such unit and the Common Elements appurtenant thereto.

Each Condominium Unit (including Commercial Units) is identified by a number, letter or name or combination thereof, so that no Unit bears the same designation as any other Unit. Areas designated as "LCE" or Limited Common Elements on Exhibit "AU attached hereto are Limited Common Elements in accordance with Article XIII hereof. All remaining areas are Common Elements.

5.02 Subject to any provisions of the By-Laws of the Association applicable thereto, a Unit Owner is entitled to one (1) vote for each Unit owned, provided, however, in the case of a subdivision or combination of one or more Commercial Units as provided herein, the voting rights appertaining to the subdivided or combined Commercial Unit will be proportionately adjusted (this is not a prohibited division of a vote as set forth below). If a Unit is owned by more than one person, the Owners of said Unit shall designate one (1) of them as the voting member, or, in the case of ownership by a corporation, an officer or an employee thereof shall be designated the voting member. The vote of a Unit shall not be divisible.

VI. Condominium Parcels. Appurtenances, Possession and Enjoyment

6.01 The Condominium Parcel is a separate parcel of real property owned in fee simple, or any other estate of real property recognizable by law.

6.02 There shall pass with a Unit as appurtenances thereto:

(1) An undivided share in the Common Elements and Common Surplus.

(2) The exclusive right to use the portion of the Common Elements as may be provided by the Declaration.

(3) An exclusive easement for the use of the air spaces occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in air space which is vacated shall be terminated automatically.

(4) A Unit Owner is entitled to the exclusive possession of his Unit, subject to the irrevocable right of the Association to access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common elements, or for making emergency repairs necessary to prevent damage to Common Elements or to another Unit or Units. A Unit Owner shall be entitled to use the Common Elements in accordance with the Rules and Regulations and the purpose for which they are intended, but no use may hinder or encroach upon the lawful rights of other Unit Owners.

VII. Restraint upon Separation and Partition of Common Elements

7.01 The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit whether or not separately described.

7.02 The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered, except with the Unit.

7.03 The share in the Common Elements appurtenant to Units is undivided, and no action for partition of the Common Elements shall lie.

VIII. Common Elements

8.01 Common Elements include within their meaning the following items:

(1) The Condominium Property which is not included within the Units.

(2) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Unit and the Common Elements.

(3) An easement of support in every portion of a Unit which contributes to the support of a building.

(4) The property and installations required for the furnishing of utilities and other services to more than one Unit to the Common Elements.

8.02 Any person having any interest under mortgagee of record that encumber any portion of the Common Elements that are not satisfied prior to the recordation of this Declaration shall consent to the recordation of this Declaration; provided, however, in lieu of joining in the execution of this Declaration, any mortgagee may execute an appropriate consent or subordination agreement with the formalities required for deeds.

8.03 Recreational, storage, and parking facilities may be expanded, revised, or added by the Developer without the consent of the Unit Owners or the Association.

8.04 It is contemplated that the recreational facilities may be made available for use by persons who are not Unit Owners. Additional units built on this Property and neighboring lands by the Developer shall have the perpetual right to use certain Common Elements. The exact number of outside users, and the fees, dues, or other sums to be paid by them, if any, shall be determined by the Developer (for so long as the Developer controls the Board of the Association, and thereafter by the applicable Board. Such fees shall not be disproportionate to those paid by members of the Association. There is no obligation, however, for the Developer, or thereafter the applicable Board) to charge fees to such outside users. Any such fees, dues or other sums shall be deemed revenue of the Association.

8.05 The Developer reserves such easements as may be necessary to complete and maintain New Construction. Such easements will be granted without the consent of the

Association. Upon completion of any new construction, lines, pipes, or equipment that requires permanent easements through Association property shall be reflected in an amendment to this Declaration.

8.06 The Banquet Hall and Lounge: These facilities may be leased out by the Association to both Association members ~~and non-members~~ for special events. The rate and terms for leasing the Banquet Hall and Lounge shall be established by the Board of Directors. The rate for all members of the Association (including commercial units) shall be the same. A special event" will be defined for the purposes of this paragraph as an event that excludes others from making use of the space at the same time. Alternatively, the Board may enter into a management agreement for the use and maintenance of this common area space.

IX. Amendment of Declaration

9.01 Unless otherwise provided herein, the Declaration may be amended by two thirds (2/3) of the Unit Owners executing a modification or amendment to this Declaration with the formalities of a deed and recording same in the Public Records of the County in which the Condominium is located; or in the alternative, this Declaration may be amended at any regular or special meeting of the Unit Owners called or convened in accordance with the By-Laws the affirmative vote of voting members casting not less than two thirds *(2/3)* of the total vote of the members of the Association and the execution by the Association of a certificate of the amendment with the formalities of a deed and recording same in the Public Records of the County in which the Condominium is located.

(1) Such an amendment may Change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner of the Unit shares the Common Expenses and owns the Common Surplus provided the record Owner of the Unit and all record owners of liens on it join in the execution of the amendment, provided, however, this section shall not apply to the acquisition of a Unit by the Association.

(2) If it appears that through scrivener's error a Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses or that all the Common Expenses or interest in the Common Surplus or all of the Common elements in that Condominium have not been distributed in this Declaration, so that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus tails to equal one hundred (100%) percent, or if it appears that more than one hundred (100%) percent of Common Elements or Common Expenses or ownership of Common Surplus have been distributed, the error may be corrected by filing an amendment to this Declaration approved by the Board of Administration or a majority of the Unit Owners. To be effective the amendment must be executed by the Association and the Owners of the Units and the owners of mortgages thereon affected by the modifications being made in the shares of Common Elements, Common Expenses or Common Surplus. No other Unit Owner is required to join in or execute the amendment.

(3) The Common Elements designated by this Declaration may be enlarged by an amendment in the Declaration. The amendment must describe the interest in the property and must submit the property to the terms of this Declaration. The amendment must be approved and executed as provided herein. The amendment shall vest title in the Unit Owners as part of the Common Elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements, which are appurtenant to the

Unit owned by them.

(4) No amendment shall be passed which shall impair or prejudice the rights and priorities of Mortgagees. Notwithstanding the foregoing, the consent or joinder of owners of liens on a Unit shall only be required for amendments materially affecting the rights or interests of the lienholder or as otherwise required by the Federal National Mortgage Corporation or the Federal Home Loan Mortgage Corporation, provided that such a requirement provides that such consent may not be unreasonably withheld. This provision is subject to the provisions of Section 18.14 hereof.

9.02 Notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors, the Declaration may be amended by a majority of the Board of Directors provided that such Amendment shall not increase the proportion of Common Expenses nor decrease the ownership of Common Elements borne by a Unit Owner or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Without limiting the generality hereof, such an amendment may include the changing of a Common Element to a Limited Common Element. No amendment pursuant to this subsection may change the configuration or size of any Residential Unit in any material fashion, materially alter or modify the appurtenances to the Unit or change the proportion or percentage by which the Owner of the parcel shares the Common Expenses or owns the Common Surplus. Said amendment need only be executed and acknowledged by the Board of Directors, and the consent of the Unit Owners, the owner and holder of any lien encumbering a Unit in this Condominium, or any others, shall not be required.

X. Termination

10.01 The Condominium Property may be removed from the provisions of Florida Statutes Condominium Act only by consent of all of the Unit Owners evidenced by a recorded instrument to that effect, and upon the written consent by all of the holders of recorded liens affecting any of the Condominium parcels.

10.02 Upon removal of the Condominium Property from the provisions of the Condominium Act, the Condominium Property is owned in common by the Unit Owners in the same undivided shares as each Owner previously owned in the Common Elements. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

10.03 The termination of a Condominium does not bar the creation of another Condominium affecting all or any portion of the same property.

XI. Equitable Relief

In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition.

XII. Enforcement of Maintenance

In the event the Owner of a Unit violates the provisions hereof, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the provisions hereof; or the Association shall have the right to charge the Unit Owner for the necessary sums to correct the violation and to collect such charge. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

XIII. Limited Common Elements

In this Condominium there are Limited Common Elements appurtenant to some of the Units. There shall pass with a Unit, as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant as shown on Exhibit "A". Expense of maintenance and repair relating to these Limited Common Elements shall be considered Common Expenses for the purpose of cost of repair and maintenance, except that the Association shall not be responsible for the repair or replacement of any improvements to any of these Limited Common Elements whether in the course of maintenance of the Limited Common Elements or otherwise. Limited Common Elements may be reassigned and transferred to a different Unit or to the Association, which assignment the Association shall be obligated to accept. Limited Common Elements can be used in connection with the commercial use of the Commercial units to which the Limited Common Element is appurtenant.

(1) Automobile Parking Spaces - The parking areas of the Condominium are limited Common Elements of the Condominium and are set out in Exhibit "A" hereto. One or more parking spaces may be assigned to a Residential or Commercial Condominium Unit as a limited Common Element. Such parking spaces shall initially be assigned by the Developer, and the Developer may receive compensation from a purchaser in connection with the assignment of a particular parking space to a Unit. The Association may promulgate rules and regulations regarding the transfer of parking spaces among Unit Owners.

Unassigned parking spaces shall be used by the Developer for prospective Unit purchasers and such other parties as the Developer may reasonably determine, so long as the Developer has Units for sale. After the Developer has sold all Units, parking in all unassigned parking spaces shall be for the benefit of Owners who do not have assigned spaces and for guests. The ~~Developer or~~ Association shall have the right to establish a system of valet parking and to hire an outside company or individual for that purpose as a Common Expense as a Common Expense for any costs beyond valet revenue. In connection therewith, the Association shall have the right to designate any, or all unassigned spaces as valet spaces, except that the Developer shall continue to have the rights set forth above and each Owner shall have the right to self-park one ~~automobile~~ vehicle in an assigned ~~or unassigned~~ space. No parking space shall bare the same identifying number as any other.

(2) Balconies Initially. Balcony Limited Common Elements must be covered with a flooring material (including but not limited to paint or tile) approved by the Association ~~Developer~~. The Association may, when replacement of such material is necessary, choose a different color or style of material, provided that such choice must be consistent for all Units.

(3) Storage Area - The Storage Areas are Limited Common Elements of the Condominium, and are set out in Exhibit "A" hereto. One or more storage lockers or areas may be assigned to a Residential or Commercial Condominium Unit as a limited Common Element. Such lockers or areas shall initially be assigned by the Developer, and the Developer may receive compensation from a purchaser in connection with the assignment of a particular storage locker space to a Unit. There is no assurance that each Unit (whether Residential or Commercial) will be assigned a storage locker. The Association may promulgate rules and regulations regarding the transfer of lockers among Unit Owners.

(4) Main Building Roof Top Area - The Roof Top Area as shown on Exhibit "A" is a Limited Common Element, assigned to Unit 1709. The expense of maintenance and repair relating to this Limited Common Element shall be considered a

Common Expense, except that the Association shall not be responsible for the repair or replacement of any improvements made by a Unit Owner to this Limited Common Element whether in the course of maintenance of the Limited Common Element or otherwise. The Owner (or the Association) to which this Limited Common Element has been assigned shall have the right to construct and maintain a communications antenna thereon without the consent of the Association. It there is a lease or other agreement with regard to the antenna at the time of assignment of this Limited Common Element to the Association, then the Association shall be obligated to assume the Assignor's Obligation under the Lease.

The Roof Top may be reassigned and transferred to a Unit (or to the Association, which assignment the Association shall be obligated to accept) by the Developer and the Developer may receive compensation in connection with such an assignment. The Limited Common Elements designated on Sheet 39 of Exhibit A attached hereto may also be used by the Unit Owner for any permissible use, including, but not limited to, television and/or radio transmission, telecommunications, passive and/or active transmission, a master antenna system, a closed circuit television system, a satellite/master antenna television system for the delivery of direct broadcast satellite multi-channel video, audio and data programming services, unlimited voice data and video, and related ancillary services to each and every of the foregoing uses; and in connection with the ancillary services and uses described in this Section XIII to give the providers of such services and/or uses a license and easement to such Limited Common Elements. Such ancillary services may include, by way of illustration and not limitation, security, medical, smoke and fire alert, and information retrieval. All of the foregoing uses and systems shall be in furtherance and not in limitation of the reserved rights of the Developer described in Section 4.03 of this Declaration. Moreover, the Developer, as the Owner of Condominium Unit No. 1709, with the right to the exclusive use of the aforedescribed Limited Common Elements, (including its designees, contractors, and Developer's successors and assigns), shall have, in addition to the rights of a Unit Owner for ingress and egress set forth in Section 4.03, the right, from time to time, to enter the Condominium Property and take all action and do all things necessary for the maintenance, repair, replacement or enlargement of any and all of the equipment, apparatus, conduits, wires, cables, amplifiers, antennas and towers located in the aforedescribed Limited Common Elements. No action may be, taken which adversely affects the rights and interests of the Unit Owner to the use of the aforedescribed Limited Common Elements without such Unit Owner's written consent. Unless otherwise expressly permitted herein or in any exhibits hereto. ~~all Unit Owners shall be prohibited from using the limited Common Elements designated on Sheets of Exhibit A attached hereto.~~

In addition, the Developer reserves the right to construct up to a three story penthouse addition on the Roof Top Area with up to 28 additional units, together with a new elevator and stairwells between the PH2 floor and the upper penthouse level(s) as part of New Construction. Should the Developer exercise this right, the Roof Top Area shall be assigned in the manner described above. The Roof Top Area shall include the right to connect to existing utilities, together with an easement for access and maintenance and repair thereof, and all necessary or convenient actions in connection with the construction of the improvements. The Developer's obligation for the maintenance and repair of the Limited Common Element Roof Top Area shall commence ~~60 days after~~ upon receipt of building permits for the Developer's intended improvements described in this paragraph 13 (4). Until such ~~a~~ time the Association will be responsible for maintenance and repair of the roof top area. These rights to construct and

maintain additional Units on the roof do not require the consent of the members of the Association. Upon completion, the new units will be submitted to condominium and be subject to a separate condominium association. The Developer, future association, and its members are hereby granted all necessary easements and will lease from the Association usage rights to the Common Elements. The cost of the use right shall be proportional to the number of units in the future association. As a result, the Unit Owner's share in assessment for common expenses will be reduced.

(5) North Building Roof Top: The Developer reserves the right to construct an additional floor on the garage and a new residential tower with landscaping as part of the New Construction, with Association approval. The new narrow tower will be located near the center the center of the garage roof will not exceed 16 stories above the garage and will contain 92 residential units. The Developer shall also have the right to make structural reinforcement and additional floor plan modifications to other floors of the North Building garage levels in order to accommodate the new structure, with Association approval. These modifications may include reconfiguring commercial Units and relocating certain parking spaces. Any parking spaces eliminated and all necessary parking for new units will be accommodated within the New Construction. Should the Developer exercise this right, the North Building Roof Top Area shall be assigned in the manner described in Paragraph 13 (4). The Roof Top Area shall include the right to connect to existing utilities, together with an easement for access and maintenance and repair thereof, and all necessary or convenient actions in connection with the construction of the improvements. The Developer's obligation for the maintenance and repair of the Limited Common Element North Building Roof Top Area shall commence ~~60 days after~~ upon receipt of building permits for the Developer's intended improvements described in this paragraph 13 (5). Until such time the Association will be responsible for maintenance and repair of the North Building roof top area.

These rights to construct and maintain additional units and landscaping on the North Garage do not require the consent of the members of the Association. Upon completion, the new units will be submitted to condominium and be subject to a separate condominium association. That future association will receive necessary easements from the Association and will lease from the Association usage rights to the Common Elements. The cost of the use right shall be proportional to the number of Units in the future association. As a result, the Unit Owner's share in assessments for common expenses will be reduced.

(6) Commercial and Storage Space: Certain sections in Main Building and North Building Garage located (See Schedule A pages 5-11), to be specified in a future amendment to these documents, are Limited Common Elements, which may be assigned and transferred in the same manner as the Roof Top set forth above. The expense of maintenance and repair relating to these Limited Common Elements shall be considered a Common Expense, except that the Association shall not be responsible for the repair or replacement of any improvements made by the Developer or a new unit owner to this Limited Common Element area or areas whether in the course of maintenance of the Limited Common Elements or otherwise~~. The Developer or Owner to which this Limited Common Element may be assigned shall have the right to construct and maintain additional commercial spaces as a part of the New Construction. Any parking spaces eliminated and all necessary parking for new Commercial Units will be restored within existing or new garage construction on the Land. These rights to construct and maintain additional commercial Units in the Main Building and~~

~~North Garages do not require the consent of the members of the Association. The survey will be modified to show where the storage and commercial space will be located on the garage levels located herein.~~

(7) The offices off the lobby on the first floor and mezzanine levels presently occupied by leasing and property management (See Exhibit A pages 10 and 11) are also Limited Common Elements assigned to Unit 1709. The offices may be reassigned and transferred to a Unit (or to the Association, which assignment the Association shall be obligated to accept) by the Developer and the Developer may receive compensation in connection with such an assignment. The expense of maintenance and repair relating to these Limited Common Elements shall be considered a Common Expense, except that the Association shall not be responsible for the repair or replacement of any improvements made by the Developer or a new unit owner to this Limited Common Element area or areas whether in the course of maintenance of the Limited Common Elements or otherwise. The Unit Owner shall be authorized to lease these offices to Palace Properties, Inc. Palace Properties will provide leasing and resale services under private agreements with Units Owners. ~~Lease of this common element space to Palace Properties, Inc. shall not require Association consent.~~

(8) The Gym Facility: The Gym Facility located on the upper tier of the waterfront reception complex is a Limited Common Element (See Exhibit A, Page 7) also assigned to Unit 1709. The Gym Facility may be reassigned and transferred to a different Unit (or to the Association, which assignment the Association shall be obligated to accept) by the Developer and the Developer may receive compensation in connection with such an assignment. The expense of maintenance and repair relating to these Limited Common Elements shall be considered a Common Expense, except that the Association shall not be responsible for the repair or replacement of any improvements made by the Developer or a new Unit Owner to this Limited Common Element area or areas whether in the course of maintenance of the Limited Common Elements or otherwise. The Unit Owner shall be authorized to lease the Gym Facility to a management company and receive compensation therefrom. Terms required in the lease shall include that members of the Association will be eligible for a discounted membership fee. Additionally, from their revenues, the management company will be required to keep the gym and fitness equipment maintained and keep attendants and/or trainers on staff. Lease of Gym Facility shall not require consent of the members of the Association.

(9) Laundry Rooms: The Laundry Rooms located on the 4th through PH2 level as shown on Exhibit A are Limited Common Elements assigned to Unit 1709. The Laundry Rooms may be reassigned and transferred to a different Unit (or to the Association, which assignment the Association shall tie obligated to accept) by the Developer and the Developer may receive compensation in connection with such an assignment. The expense of maintenance and repair relating to these Limited Common Elements shall be considered a Common Expense, except that the Association shall not be responsible for utility charges (gas, electricity), the repair or replacement of any improvements made by the Developer, or his vendors, or a new Unit Owner to this Limited Common Element area or areas whether in the course of maintenance of the Limited Common Elements or otherwise.

(10) The Party Room and Fountain Bar: The Party room located above the Cafe and the Fountain Bar Located on the Pool Deck as shown on Exhibit A are Limited Common Elements assigned to the restaurant (Commercial Space 21). ~~The Party Room and Fountain Bar may be reassigned and transferred to a~~

~~different Unit (or to the Association, which assignment the Association shall be obligated to accept) by the Developer and the Developer may receive compensation in connection with such an assignment.~~ The expense of maintenance and repair relating to these Limited Common Elements shall not be considered a Common Expense ~~except that and~~ the Association shall not be responsible for the repair or replacement of any improvements made by the Developer or a new Unit Owner to this Limited Common Element area or areas whether in the course of maintenance of the Limited Common Elements or otherwise. The Unit Owner shall be authorized to lease the use of these facilities. Leases of these facilities shall ~~not~~ require consent of the members of the ~~Board of Directors.~~ Association. The Fountain Bar is for the exclusive use of the Grandview Palace residents and their guests.

(11) Additional Indoor Parking: The Developer reserves the right to build additional indoor parking as an extension to the existing levels of the Main Building garage. The extension would be to the South of the existing garage, and would be on Association Property. Such additional parking would be used to directly offset parking spaces in the North Building that are reassigned to future residents of the North Tower or to accommodate additional parking requirements for contemplated Penthouse Units. These rights to construct and maintain additional parking improvements do not require the consent of the members of the Association~~. To the extent that the new parking facility adds spaces that may be allocated to the Association's Limited Common Elements, the Developer reserves the right to be compensated for exclusive assignment rights to those spaces.~~

XIV. Insurance and Condemnation Provision

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property and the Condominium Property required to be insured by the Association pursuant to paragraph 14.02 below. This may take the form of commercial insurance at the lowest rate available, an insurance pool of related companies or self-insurance if and when the Association qualifies under Florida Statute 624.460-.488. A copy of each policy of insurance in effect shall be made available for inspection by Unit Owners at reasonable times.

The insurance, other than title insurance, which shall be carried upon the Condominium Property and property of the Unit Owners, shall be governed by the following provisions:

14.01 Liability Insurance: The Board of Administration of the Association shall obtain public liability and property damage insurance covering all of the Common Elements of the condominium, and insuring the Association and the Unit Owners, as its and their interests appear, in such amount as the Board of Administration of the Association may determine from time to time, provided that the minimum amount of coverage shall be $100,000/$300,000/$10,000. Said insurance shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain a cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner. Premiums for payment of such insurance shall be paid by the Association and charged as a Common Expense.

14.02 Casualty Insurance: Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association and all Unit Owners and their mortgagees, as their interests may appear, from a company acceptable to the Board of

Administration of the Association, in an amount equal to 80% of the replacement value, as determined annually by the Board of Directors Administration ~~with a deductible of no more than $5,000 per occurrence~~. All hazard policies issued to protect the Condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed, or replacements thereof like kind or quality, in accordance with the original plans and specifications, or as existed at the time the Unit was initially conveyed if the original specifications are not available. However, the word "building" shall not include floor coverings, wall coverings or ceiling coverings or any personal property of individual owners. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and shall be charged as a Common Expense. The company or companies, with which the Association shall place its insurance coverage, as herein provided must be good and responsible companies. Owners are advised to obtain casualty insurance for loss or damage to interior surfaces of their Units or personal property resulting from fire, water, theft, vandalism, or other casualties.

14.03 Loss Payable Provision - All policies purchased by the Association shall be for the benefit of the Association only. Such policies shall be deposited with the condominium management selected by the Association's Board of Directors.

14.04 Distribution of Proceeds: Proceeds of insurance policies received by the Condominium shall be distributed in the following manner:

(1) Reconstruction or Repair: If the damage, for which the proceeds were paid, is to be repaired and restored, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be retained by the Association and placed in the appropriate Reserves Account, <u>or pooled reserves.</u> Once all Reserve Accounts are fully funded to date, the Board may allocate any remaining funds to pay any association loans or current shortfalls in the operating account or to fund physical plant repairs or improvements. Any funds not so allocated shall be credited against unit owner maintenance dues.

(2) Failure to Reconstruct or Repair. If it is determined, in the manner herein provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the Beneficial Owners; remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same. Said remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgage whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Administration determine not to replace such personal property as may be lost or damaged, the proceeds shall be retained by the Association and placed in the Reserves Account.

14.05 Loss within a Single Unit. If loss shall occur within a single Unit without damage of the Common Elements, the insurance proceeds shall be distributed to the Beneficial Unit Owner with remittances to said Unit Owner and his mortgagee being payable jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same; provided, however, such remittance shall be made solely to an Institutional First Mortgagee in the event its mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. Upon the payment of such remittance, the Unit Owner shall be fully responsible for the restoration of his Unit.

14.06 Loss Less Than "Very Substantial'; Where a loss or damage occurs to more than one Unit, to the Common Elements, or to any Unit or Units and the Common Elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair or restore the damage caused by said loss.

(1) The Board of Administration shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) The insurance proceeds shall be endorsed by management over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, ~~first utilize available funds from the Hurricane Damage Reserve Account. If a deficiency still exists the Association~~ ~~shall~~ levy a special Assessment against all Unit Owners in proportion to the Unit Owners' share in the Common Elements, for that portion of the deficiency as is attributable to the cost of restoration of the Common Elements, and a Special Charge against the individual Unit Owners for that portion of the deficiency as is attributable to his individual Unit; provided, however, that if the Board of Administration finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual Unit which has been damaged, then the Board of Administration shall levy the Assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' share in the Common Elements, just as though all of said damage had occurred in the Common Elements. The Special Charge is fully enforceable in the manner of foreclosing a mortgage upon real property. The special Assessment funds and Special Charge funds shall be delivered by the Association to the Insurance Trustee and added, by said Trustee, to the proceeds available for the repair and restoration of the property.

(4) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special Assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, this provision may be waived by the Board of Administration in favor of any Institutional First Mortgagee upon request therefore at any time. To the extent that any insurance proceeds are required to be paid over to such Mortgagee, the Unit Owner shall be obliged to replenish the funds so paid over.

14.07 "Very Substantial" Damage: As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-quarters (3/4) or more of the total unit space in any building comprising the Condominium Property is rendered untenantable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage on any of said buildings becomes payable. The Board of Administration shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "very substantial" damage occur, then:

(1) If such very substantial damage has occurred to the building, and in the absence of any determination to abandon the Condominium as herein provided, then all of the insurance proceeds payable on account of such very substantial

damage to the building shall be held by the Management Company solely for the benefit of Unit Owners (and their mortgagees).

(2) Thereupon, a membership meeting shall be called by the Board of Administration, to be held not later than thirty (30) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the Condominium subject to the following:

(a) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by Unit Owners to replace insurance proceeds paid over to the Institutional First Mortgagees, are sufficient to cover the cost thereof so that no special Assessment is required, then the Condominium Property shall be restored and repaired unless three fourths (3/4) of the total votes of the members of the Condominium shall vote to abandon the Condominium in which case the Condominium Property shall be removed from the provisions of the law, in accordance with the statutes of the State of Florida.

(b) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by Unit Owners to replace insurance proceeds paid over to the Institutional First Mortgagees, are not sufficient to cover the cost thereof so that a special Assessment will be required, as set forth above, then a vote will be taken of the membership of this Condominium to determine whether the Condominium should be abandoned. Said Assessment shall be made and the Condominium Property restored and repaired, unless two thirds (2/3) of the total votes of the members of this Condominium shall vote to abandon, the Association shall immediately levy such special Assessment.

(c) Unless it is determined to abandon them Condominium, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The special Assessment funds shall be delivered by the Association to the management and added by management to the proceeds available for the repair and restoration of the Property. The proceeds shall be disbursed by management *for* the repair and restoration of the Property, as hereinabove provided. To the extent that any insurance proceeds are paid over to Institutional First Mortgagees, and in the event it is determined not to abandon the Condominium and to vote a special Assessment, the Unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said Unit Owner shall be liable to the Association for such sum.

(3) In the event any dispute shall arise as to whether or not “very substantial" damage has occurred, it is agreed that such a finding made by the Board of Administration shall be binding upon all Unit Owners (but not upon Institutional First mortgagees).

14.08 Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by management after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly by the Board of Administration, unless the Institutional First Mortgagee holding and owning the highest dollar indebtedness on Units in

the Condominium Property requires management shall distribute such balance to the Beneficial Owners of the fund in accordance with each Unit's undivided interest in the Common Surplus of the Association. Once all Reserve Accounts are fully funded to date, the Board may allocate any remaining funds to pay any association loans or current shortfalls in the operating account or to fund physical plant repairs or improvements.

14.9 Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Administration, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.

14.10 Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each Unit Owner, for the purpose of compromising the settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefore, upon the payment of claims.

14.11 Worker's Compensation policy to meet the requirements of law.

14.12 Such other insurance as the Board of Administration shall determine from time to time be desirable.

14.13 Each individual Unit Owner shall be responsible for purchasing at his own expense, liability insurance to cover accident occurring within his own Unit and/or to the interior surface of his Unit, and for purchasing insurance upon his own personal property, and living expense insurance.

14.14 Anything in this Article XIV to the contrary notwithstanding, an Institutional First Mortgagee shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged Unit in the same share as the share in the Common Elements appurtenant to such Unit, in the event: (a) its mortgage is not in good standing and is in default; or, either (b) the insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or (c) it is determined to restore, repair or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such Mortgagee has not consented in writing to such change or alteration.

14.15 Notwithstanding anything contained herein to the contrary, in the event a loss occurs which is determined to have been attributable to a particular Unit and such loss causes damage to the Common Elements and/or other Units within the Condominium, then the Unit Owner of the Unit to which the loss is attributable shall be liable for the entire expense of the insured's policy deductible, if any. In the event a loss occurs to the Common Elements and/or more than one (1) Unit within the Condominium and such loss cannot be determined to have emanated from any particular Unit, then all Unit Owners within the Condominium - in the event the damage is solely to the Common Elements or the owners of the Units so damaged in the event the loss involves more than one (1) Condominium Unit - shall bear the expense of the insured's policy deductible, if any, on a pro rata basis.

14.16 Condemnation:

(1) The taking of Condominium Property by condemnation shall be deemed to be a casualty and the awards for the taking shall be deemed to be proceeds from insurance on account of the casualty. Even though awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Management Company.

(2) Determination Whether to Continue Condominium: Whether the

Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

(3) Disbursement of Funds: If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units will be made whole and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Management Company after a casualty.

(4) Unit Reduced but Tenantable: If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be affected in the Condominium:

(a) Restoration of Unit: The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the Owner of the Unit shall be obliged to pay such excess amount.

(b) Distribution of Surplus: The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees in accordance with each Unit's undivided interest in the Common Surplus of the Association.

(c) Adjustment of Shares in Common Elements: If the floor area of the Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced by the proportion by which the floor area of the Unit is reduced by the taking, and then the share of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

(5) Unit Made Untenantable: If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purpose in the order stated and the following changes shall be effected in the Condominium:

(a) Payment of Award: The award shall be paid first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages due from those Units which are not tenantable; and then jointly to the Unit Owners of Units not tenantable and their mortgagees in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments previously reserved for Institutional First Mortgagees; and the balance, if any, to repairing and replacing the Common Elements.

(b) Addition to Common Elements: The remaining portion of the Unit, if any, shall become part of the Common elements and shall

be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Administration; provided that if the cost of the 'Work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for
further improvement of the Common Elements.

(c) Adjustment of Shares in Common Elements: The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total of the numbers representing the shares of these Owners as they exist prior to the adjustment.

(d) Assessments: If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Owner and to condition the remaining portion of the Unit for use as part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the Changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the Changes effected by the taking.

(e) Arbitration: If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of special performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the Owners in the Common Elements as they exist prior to the changes effected by the taking.

(6) Taking of Common Elements: Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board of Administration; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

(7) Amendment of Declaration: The changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by condemnation shall be evidenced by an amendment of this Declaration that

need be approved by two thirds (2/3) of all Unit Owners whose ownership of the Common Elements are affected by such condemnation.

XV. Sale, Lease or Transfer

15.01 (a) In the event any Unit Owner wishes to sell or transfer his or her Unit, the Developer, or designee, shall have the first option to purchase said Unit for a period which shall be designated in the Contract for Purchase and Sale. A Unit Owner may enter into a Contract for Purchase and Sale with a third party subject to the Developer's first option. The Unit Owner shall deliver to the Developer a written notice of intent to sell along with the price and terms of an offer made by a third party. The Developer shall have the right to verify that the offer is legitimate and is at arm's length. Upon receipt of notice and information concerning the offer, the Developer shall have 15 days to notify the Unit Owner and Association that it intends to exercise its option to re-purchase the Unit. During the buyback period specified in the contract (up to five years) the Developer shall have the option to repurchase the Unit at the same price and terms offered by a third party or the Total Purchase Price specified in the Contract plus an increase of not less than three percent per year (as specified in the contract) prorated on a monthly basis, whichever price is less. Should the Developer choose to exercise its option to purchase the Unit, closing will be scheduled to occur within 60 days from the date that the Developer exercises its right.

15.01 (b) In the event any Unit Owner wishes to sell or transfer his Unit, after the Developer's buy- back rights have expired, the Association shall have the option to purchase said Unit, upon the same conditions as are offered by the Unit Owner to a third person. In the event any Unit Owner desires to lease his Unit, the Association shall have the right to approve the Lease. Any attempt to sell or lease said Unit without prior approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee; provided however, any deed or lease may be validated by subsequent approval of the Association in the event of a sale or lease without prior approval as herein provided.

15.02 Should a Unit Owner wish to sell, lease or transfer his Unit, he shall deliver to the Board of Directors a written notice containing a copy of the executed purchase agreement between buyer and seller or lease agreement between landlord and tenant, which agreements shall be executed subject to the Board's waiver of its right of first refusal or consent to the sale, lease or transfer, as applicable. The Unit Owner shall also submit to the Board, within five (5) days from receipt of any request by the Board, any supplemental information as may be required by the Board.

15.03 The Board of Directors, within ten (10) days in the event of sale and 3 days in the event of lease after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the Unit Owner's Unit (or mailed to the place designated by the Unit Owner in his notice), refuse to consent to the Lease, or designate the Association, or one or more persons, other than Unit Owners, who are willing to purchase or lease upon the same terms as those specified in the Unit Owner's notice. The Board shall exercise its rights hereunder only for a valid reason that serves the best interest of the Association and its members. Approval or denial of tenants or owners is to include a criminal background and credit check, number of persons to occupy the unit, lease/sale form, and term of lease (if applicable). ~~The fee for background and credit check is $35 per applicant.~~ The Association reserves the right to charge a fee for background and credit checks. A Unit Owner may obtain a written waiver from the Association in advance of offering a Unit for lease not to exceed 1 year.

15.04 In the case of a purchase, the stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors within which to make a binding offer to purchase upon the same terms and conditions specified in the Unit

Owner's notice. Thereupon, the Unit Owner shall accept such Offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s) or failure of such person(s) to make such binding offer within the said fourteen (14) day period, shall be deemed consent by the Board of Directors to the transaction specified in the Unit Owner's notice, and the Unit Owner shall be free to make or accept the offer specified in his notice, and sell said interest pursuant thereto to the prospective purchaser named therein in accordance with the agreement submitted to the Association.

15.05 in the event the sale, lease or transfer to a third party is approved by the Board of Directors but is not ultimately consummated or the Unit Owner withdraws his offer to the Association or rejects the offer of the stated designee of the Association, the Unit Owner may not sell, lease or transfer his Unit without further complying with the terms and conditions of this Section 15.

15.06 The consent of the Board of Directors shall be in proper recordable form, signed by an officer of the Association and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth, and within the time provided herein, the Board of Directors shall, nevertheless, thereafter prepare and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

15.07 The Association shall have the right to require that a substantially uniform form of purchase agreement or lease be used. All leases must be for a term of six (4) months or longer.

15.08 If a corporate entity is the owner of a Unit, it may designate the occupants of the Units as it desires and for such period of time as it desires without compliance with the provisions of this Section 15. The foregoing shall not be deemed an assignment or subleasing of a Unit.

15.09 No fee shall be charged in connection with the proposed transfer or approval in excess of the reasonable expenditures allowed by law~~. reasonably required for background check credit report~~ expenses ~~which shall not exceed One Hundred ($100.00) Dollars~~ per applicant, other than a husband/wife or parent/dependent child which are considered one applicant. The Association may require that a prospective lessee pay a security deposit, in an amount not to exceed the equivalent of one month's rent, into an escrow account maintained by the Association. The security deposit shall protect against damages to the Common Elements or Association property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

15.10 Anything in this Section t 5 to the contrary notwithstanding, should any Condominium Unit or Parcel at any time become subject to an Institutional First Mortgage, the holder thereof, upon becoming the owner of said Condominium Parcel through foreclosure, deed in lieu of foreclosure, or other means, shall have the unqualified right to take title without prior offer to the Board of Directors, however, an Institutional First Mortgagee must provide advance notice to the Association of any such taking.

15.11 The provisions of this Section with regard to sale shall not be applicable to the Developer which is irrevocably empowered to sell or lease Units to any purchasers or tenants. The said Developer shall have the right to transact any business necessary to consummate sales and leases of said Units, including, but not limited to, the right to maintain model Units, have signs, employees in the offices, use the Common Elements and show Units. Sales offices, signs and all items pertaining to sales and leasing shall not be considered Common Elements and shall remain the property of the Developer.

15.12 The foregoing provisions of this Section shall not apply to transfer by a Unit

Owner to any member of his immediate family (i.e., spouse, children or parents); or if a parcel is owned by a form of co-tenancy, to transfers from one tenant to the other co-tenant.

15.13 No judicial sale of a parcel or any interest therein shall be valid unless: (1) The sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by two (2) officers of the Association, and delivered to the purchaser; or (2) The sale is a result of a public sale with open bidding after the Unit is offered to, but not accepted by the Developer or Association under the terms offered.

15.14 The Board of Directors of the Association shall have the right to withhold consent and approval of prospective Unit Owners *or* lessees to any sale, lease, transfer or otherwise in the event those prospective Unit Owners or lessees by being such a Unit Owner or lessee would automatically violate or breach a term, condition, restriction, rule or regulation or covenant under this Declaration or Exhibits hereto, or in the event the seller, the lessor or transferor is in violation or breach of any term, condition, restriction, rule or regulation or covenant under this Declaration or Exhibits hereto.

15.15 Each tenant shall be governed by and shall comply with the provisions of the Condominium Act, the Declaration, the documents creating the Association and the Association By-Laws, and the provisions thereof shall be deemed expressly incorporated into any lease of a Unit.

15.16 All leases shall be deemed to include a clause requiring the tenant to comply with all terms and conditions of the Condominium Documents and shall include a copy of the current Rules and Regulations. Association management shall inform the Board of Directors when tenant damage or disturbances continue despite notice to the unit owner such that tenant removal should be considered. Association management shall have the authority, upon unanimous Board approval, to employ an attorney to evict tenants of owners, if the tenant has a history of repeated violations which remain uncorrected and which result in property damage or degradation, significant disturbance to others, or material negative impact on the common good. Any such removals would occur after at least two warnings to the unit owner and would be done at the owner's expense.

15.17 If an Owner leases his Unit, the Owner gives up his right to use the recreational facilities while his Unit is leased.

15.18 All Purchasers of Condominium Units re-sold at Grandview Palace shall be required to make a one-time contribution payable to the Association. The contribution shall be a sum equal to 2 months of condo fees and shall fund capital reserves. The developer or association after turnover shall continue to dedicate the 2-month sum collected at the initial sale of condominiums towards capital reserves.

15.19 All purchasers of condominiums after January 15th, 2005 to have not less than 4% equity in the purchase price of any residential condominium at Grandview Palace.

XVI. Liens

16.01 Subsequent to recording the Declaration and while the property remains subject to the Declaration, no liens of any nature are valid against the Condominium Property as a whole, except with the unanimous consent of the Unit Owners. During this period, liens may arise or be created only against individual Condominium Parcels.

16.02 Labor performed or materials furnished to a Unit shall not be the basis for the filing of a lien pursuant to the Mechanics' Lien Law against the Unit or Condominium Parcel of any Unit Owner not expressly consenting to or requesting the labor or materials. Labor performed or materials furnished to the Common Elements are not the basis for a lien on the Common Elements, but if authorized by the Association, the labor or materials are deemed to

be performed or furnished with the express consent of each Unit Owner and may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners are liable for Common Expenses.

16.03 If a lien against two (2) or more Condominium Parcels becomes effective, each Owner may relieve his Condominium Parcel of the lien exercising any of the rights of a property owner under F.S., Chapter 718, or by payment of the proportionate amount attributable to his Condominium Parcel. Upon the payment, the lienor shall release the lien of record for that Condominium Parcel.

XVII. Remedies of the Association

17.01 All rights, remedies or relief of whatsoever nature or kind provided in favor of the Association in this Declaration, Exhibits hereto, Rules and Regulations promulgated by the Board of Administration, and the Condominium Act shall be cumulative and non-exclusive and none shall exclude, jointly or severally, any other right, remedy or relief permitted by law or otherwise available to the Association.

17.02 Failure by the Association to enforce or declare a violation of the terms and conditions of this Declaration, Exhibits hereto. Rules and Regulations promulgated by the Board of Administration, or the Condominium Act upon occurrence thereof or any delay in taking any action in connection therewith shall not be considered a waiver of such violation and any express waiver of such violation (which must be in writing to be effective) shall not be considered a continuing waiver and upon any subsequent violation, the Association shall not be deemed to have waived its rights to declare such violation and exercise concurrently or severally any rights, remedies or relief the Association may have.

XVIII. The Association

18.01 The document creating the Association is attached hereto and made a part hereof as Exhibit "C." The operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which are attached hereto and made a part hereof as Exhibit "D." The By-Laws may be modified or amended as provided therein. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel. Defects or omissions in the By-Laws shall not affect the validity of the Condominium or the title to Condominium Units.

18.02 The operation of the Condominium shall be by the Association, which must be a corporation not for profit. The Owners of Units shall be members of the Association in accordance with the Articles of Incorporation and By-Laws. The officers and directors of the Association have a fiduciary relationship to the Unit Owners in accordance with the Articles of Incorporation and By-Laws.

18.03 The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management and operation of the Condominium Property. After control of the Association is obtained by Unit Owners, other than the Developer, the Association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including, but not limited to, the Common Elements, the roof and structural components of a building or other improvements, mechanical, electrical and plumbing elements serving an improvement or a building, representations of the Developer pertaining to any existing or proposed commonly used facilities, and protesting ad valorem taxes on commonly used facilities. The Association has the authority to maintain a class action; the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of any individual Unit Owner or class of Unit Owners to bring any action

which may otherwise be available.

18.04 A Unit Owner does not have any authority to act for the Association by reason of being a Unit Owner.

18.05 The powers and duties of the Association include those set forth in this section and those set forth in the Declaration and By-Laws if not inconsistent with this Declaration and the law.

18.06 The Association has the irrevocable right to have access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements, or of making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units.

18.07 The Association has the power to make and collect Assessments, and to lease, maintain, repair and replace the Common Elements.

18.08 The Association shall maintain accounting records for the Condominium according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

18.09 The Association has the power to purchase Units in the Condominium and to acquire and hold, lease mortgage and convey them.

18.10 The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association.

18.11 The Association has the authority, without the joinder of any Unit Owner, to modify or move any easement for ingress or egress or for the purposes of utilities or New Construction if the easement constitutes part of or crosses the Condominium Property. This subsection does not authorize the Association to modify or move any easement created in whole or in part for the use or benefit of anyone, other than the Unit Owners, without their consent or approval as required by law or the approval as required by law or the instrument creating the easement.

18.12 Maintenance and repair of the Common Elements, except as otherwise provided herein, is the responsibility of the Association.

18.13 The Association may acquire, convey, lease or mortgage Association real property upon the approval of fifty (50%) percent of the total voting interests in the Association.

XIX. Membership in Association

19.01 The Association was created to perform the acts and duties of the management of the Units and Common Elements defined and described in this Declaration, and to levy and enforce collection of Assessments necessary to perform said acts and duties.

19.02 All Unit Owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said Units.

XX. Common Expenses and Common surplus

20.01 Common Expenses include the expenses of the operation, maintenance, repair or replacement of the Common Elements, utilities for the entire Condominium, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses by this Declaration, the documents creating the Condominium, or the By-Laws.

20.02 Funds for the payment of Common Expenses shall be assessed against Unit Owners in the proportions or percentages provided in the Declaration. A Unit Owner's share of

Common Expenses shall be in the same proportion as his ownership interest in the Common Elements.

20.03 Common Surplus is owned by Unit Owners in the same shares as their ownership interest in the Common Elements.

20.04 The cost of a master antenna television system or duly franchised cable television service supplied pursuant to a bulk contract shall be deemed a Common Expense in accordance with Section 718.115 of the Florida Statutes.

XXI. Assessments; Liabilities; Lien and Priority; Interest Collection

21.01 A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

21.02 The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made.

21.03 Assessments and installments on them not paid when due bear interest from the date when due until paid at the maximum interest rate permitted by law, and at the sole discretion of the Board of Administration, a late charge not to exceed the greater of Twenty Five dollars ($25.00) or five (5%) percent of each installment of the Assessment for each delinquent installment that the payment is late shall be due and payable.

21.04 Liens

(1) The Association shall have a lien on each Condominium Parcel for unpaid Assessments, with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records in the County in which the Condominium Parcel is located. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction.

(2) In the event a Unit Owner is thirty (30) days or more late in the payment of any Assessment due to the Association from the Unit Owner of whatsoever nature or kind, the Board of Administration in its sole discretion may accelerate the subsequent installments and other known Assessments for the subsequent quarter, and such installments. Assessments may be included in the liens set forth herein. No acceleration beyond a quarterly installment shall be made without simultaneously filing a claim of lien. Notice of any claim of lien filed by the Association or its authorized agent, if any, shall contain the full amount due the Association (whether upon an accelerated basis or not) at the time of filing such claim of lien. In the event a Unit Owner enters a new fiscal year being thirty (30) days or more in default of payment of any installment. Assessment due during any previous fiscal year, the Board of Administration may accelerate all then known remaining monthly installments for Assessment, Special Assessments which are due for the subsequent quarter of the fiscal year in which the Association is entering.

(3) Subject to the provisions of Article 21.06 hereof, the lien for Assessment shall

be subordinate and inferior to the lien of any First Mortgagee recorded prior to the recording of the claim of lien of the Association regardless of when said Assessment was due, but shall not be subordinate and inferior to the lien of any other mortgage or lien of whatsoever nature or kind.

21.05 Foreclosures

(1) The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The remedies provided herein shall be non-exclusive and cumulative and shall not exclude any other remedy available to the Association by this Declaration, law or otherwise.

(2) If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, and if ordered by the Court, the Unit Owner shall pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.

(3) The Association has the power to purchase the Condominium Parcel at the foreclosure sale and to hold, lease, mortgage and convey it.

21.06 The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited as set forth in Section 718.116, Florida Statutes 1994. Notwithstanding anything contained in this Declaration to the contrary, future amendments to the Condominium Act regarding the liability provided for herein shall not be incorporated by reference in this Declaration.

21.07 No person may acquire an interest in a Unit, except through foreclosure of a mortgage of record or by acceptance of a deed in lieu of foreclosure, as specifically provided herein, including, without limitation, persons acquiring title by operation of law and purchasers at judicial sales until such time as all unpaid Assessments due and owing by the former Unit Owner have been paid.

21.08 Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him with respect to his Condominium Parcel. The holder of a mortgage or other Hen of record has the same right as to any Condominium Parcel upon which he has a lien.

21.09 No Unit Owner may be excused from the payment of his share of the Common Expenses of a Condominium unless all Unit Owners are likewise proportionately excused from payment, except as provided in Article 21.06 and except that the Developer may be excused from the payment of its share of the Common Expenses while its guarantee is in effect.

21.10 Assessments shall include, but not be limited to, monthly condominium assessments, fines and damages and those charges against Unit Owners provided in Article IX of the Bylaws, as well as this Declaration, Exhibits hereto and the Condominium Act.

21.11 The person acquiring title shall pay the amount owed to the Association within thirty days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lean against the Parcel and proceed in the same manner as provided in this Section 21.01 for the collection of unpaid Assessments.

XXII. Obligations and Restrictions of Members and Owners

In addition to the other obligations and duties heretofore set forth in this Declaration, every Unit Owner shall:

General

(1) Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Association, and to see that all persons using the Owner's property, by, through or under him do likewise. Complaints regarding the service of the Condominium shall be made in writing to the Association.

(2) Promptly pay all Assessments levied by the Association. Make payments of monthly assessments at the office of the Association or as designated by the Association. Regular assessments are due on the first (1st) day of each month. If such payments are ten (10) days or more late, they must be accompanied by $20 late fee. Assessments not paid 60 days after due shall accrue interest at 1 % per month. Additional $20 late fees shall be assessed each month for outstanding balances in excess of $21.

(3) Employees of the Association shall not be sent out of the building by any Unit Owner at any time for any purpose. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association. Owners may not hire or accept the services of employees of the association for work in their residences on non-common area repairs during hours when the employee is being paid by the association. In no event shall the Association be liable for damages caused by an employee, unsatisfactory work performed by the employee, or personal injury to an employee or owner as a consequence of that employee doing work on a resident's private property.

(4) Unit Owners are responsible for any damages to the Association Property, the Common Elements or Limited Common Elements caused by themselves, their family, guests, invitees, servants, lessees and persons who are on the Property because of such Unit Owner.

(5) The Unit Owner shall pay for any utilities that are separately metered to his Unit.

(6) No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed painted or affixed in, on or upon any exterior part of a Condominium Unit or any part of Association, Residential or Commercial Condominium property by any Unit Owner or occupant without written permission of the Association or as otherwise provided in the Declaration.

(7) In the event any owner or tenant causes a disturbance, destruction to the building, or creates a nuisance, the owner of the unit causing the disturbance or nuisance will be fined $100 per occurrence until cured up to the maximum allowed by Chapter 718. A fine of $100 per occurrence will also be charged to any owner or tenant who attempts or abuses an employee, or attempts to prevent the employee from performing their job responsibility.

Use of Unit

(7) The Unit may not be used for any purpose that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof. The Condominium Unit shall be used solely for purposes consistent with applicable zoning laws. No trade, business, profession or other type of commercial activity may be conducted in or from any Residential Condominium Unit.

(8) Maintain in a clean and sanitary manner and repair his Unit and all interior

surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, floors, etc.) whether or not a part of the Unit or Common Elements which are a part of the Unit, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit. Only non-vented dryers are permitted for use in Condominium units. The Association will be responsible for repairs to sliding and fixed glass door frames and glass excepting damage to glass or frames caused by unit owners or their guests. The Association will also be responsible for exterior painting of door frames. When exterior painting of balcony doors is performed by the Association, the Association will remove existing weather stripping and install rubber adhesive backed weather stripping upon completion of the paint job. Unit owners will be responsible for maintenance and repairs to door locks, handles, track surfaces, door rollers, and weather stripping.

(9) The Association may retain a pass-key to all Units. In lieu of a pass-key, the Association shall have a duplicate key. Except in the case of emergency, entry will only be made after pre-arrangement with the respective Unit Owner or the occupant of the Condominium Unit. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium or Bylaws of the Association. In the event the Unit Owner fails to supply either a pass-key or duplicate key, and it is necessary for the Association to enter in accordance with the Declaration, or Bylaws, the Association shall not be responsible for any costs or expenses incidental to a forced entry into the Unit. Nothing herein shall relieve the Association or its duty of ordinary care in carrying out its responsibilities, nor from its negligence or willful activities that caused damage to a Unit Owner's property.

(10) Not permit or suffer anything to be done or kept in his Unit which would increase the insurance rates on his Unit of the Common Elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements. No construction work is permitted on balconies or patios at anytime, unless said work is being performed for the balcony. All other work shall be performed inside the unit.

(11) The Association must receive written notification from the Unit Owner at least three business days (excluding Saturdays, Sundays, and legal holidays) prior to placing a Unit on the market for sale or Lease. A penalty of $100 per month, or part thereof, shall be assessed to unit owners who lease to a tenant without first receiving written authorization from the Board. An additional $100 penalty shall be imposed for every month an unauthorized tenant resides in the unit. The Board shall be under no obligation to authorize a tenant who was not presented to the Board prior to occupying the unit. ~~The developer shall be exempt from this penalty, since the developer is entitled to lease unsold units without Board consent.~~

Additionally, lock boxes shall not be permitted on Unit doors or in common areas of the Association. Lock boxes will be removed and disposed of when found. Owners may give management written authorization for their realtor to show their condominium, in which case management will obtain a release of liability form from the owner ~~and allow the Security desk to hold a copy of the key to be issued to the designated realtor only.~~

A penalty of $100 per week following written notice shall be assessed for failure

to provide the Association with a duplicate key to enter the unit in case of emergencies.

(12) Water closets, faucets, and other water apparatus and plumbing facilities on the Association Property, shall not be used for any purpose other than those for which they were constructed. Any damages resulting from misuse of any of such items in the Condominium Unit or elsewhere shall be paid for by the Unit Owner in whose Unit it shall have been caused or by the Unit Owner whose family, guest, invitee, servant, lessee or other person who is on the Condominium Property pursuant to the request of the Unit Owner shall have caused such damage.

(13) The type, color and design of chairs and other items of furniture and furnishings that may be placed on balconies shall be determined by the Board or Directors.

(14) Allow the Board of Director or the agents and employees of the Association to enter any Unit for the purposed of maintenance, repair, or replacement of any Common Elements or building system or for making emergency repairs which are necessary to mitigate or prevent damage to the Common Elements or to another Unit or Units. Each Unit owner shall pay the Association for said maintenance or repairs.

(15) Nothing, including, but not limited to, decorations, radio or television aerials or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, or other items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out or any window, door or balcony of any Unit without the prior written consent of the Association. The consent of the Association to all of any of the above may be withheld or purely aesthetic grounds within the sole discretion of the Board of Directors. Charcoal and gas grills ~~and other outdoor cooking equipment is~~ are prohibited on all balconies, ~~but not fourth floor patios.~~ Electric grills only are allowed on ~~all~~ balconies and patios (4th floor). Satellite dishes are required to be anchored to a planter or any removable material, which can be removed during a storm (hurricane). Satellite dishes in case of storms may not be secured to balcony railings and may not be attached to concrete with bolts or any manner that compromises the surface of the concrete. In no event may a satellite dish project beyond the exterior plane of the building or extend above the height of the balcony railing or patio wall. Failure to comply with these satellite dish installation requirements will result in an initial fine of $100, and an additional $100 fine per month of non-compliance beginning one week after delivery of written notice.

(16) No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element assigned thereto or storage area, except such as are required for normal household use. The use of fireworks is prohibited on the premises and a fine of $100 will be incurred by discharging a firework of any kind.

(17) Abide by any regulations regarding children as may be established by the Association, except that no regulations shall prohibit children from residing in or occupying a Unit.

(18) Rugs, mats, decorations, etc. may not be placed outside Condominium Unit entrance doors.

(19) Before a unit is to be occupied by a guest in the absence of the resident, a written identification notice, listing names and length of stay, must be furnished to the building manager.

Alterations & Repairs

(20) Make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the building without the prior written consent of the Association. The accepted specifications for hurricane protection shall be: 1. Impact glass meeting current Miami-Dade County requirements with glass and frames that visually match existing glass and frames as viewed from the exterior. 2. Window laminate (film) installed by a licensed contractor, designed to withstand over 130 MPH wind, and to prevent shattering when struck by small and large projectiles. Film may be tinted for UV protection and heat reduction, however may not be reflective. 3. Rolladen extruded aluminum Rollshutter with white low profile hood, or 4. Armor screen material or acceptable Board approved equivalent, installed by a licensed contractor who scans balconies for rebar and cables so as to avoid structural damage when installing tie-down bolts. All other forms of hurricane protection including wood, metal, or fiberglass panel, or accordion, shall not be acceptable on residential units. Commercial units may use ~~wood,~~ metal, or fiberglass panel shutters, however shutters must be removed within 72 hours of the end of a tropical storm or hurricane advisory for North Bay Village. This provision does not require unit owners to install hurricane protection.

(21) Make no repairs to any plumbing, air conditioning systems or electrical wiring within a Unit, except by plumbers, repairmen or electricians authorized to do such work by the management of the Association. Plumbing, air conditioning and electrical repairs within a Unit shall be paid for and be the financial obligation of the Owner of the Unit. The Association shall pay for and be responsible for plumbing, air conditioning repairs and electrical wiring within the Common Elements. The Association shall have the, right to exclude any unauthorized repairmen from the Condominium, except those of the Developer; however developer shall be responsible for any damage done to other units or the Association property resulting from said alterations or improvements.

(22) Not replace and/or remove screens, jalousies or other enclosures on balconies, patios or terraces or on other parts of the building, even though such areas may be Limited Common Elements, except with prior written approval of the Board of Administration.

(23) Make no major alterations of a unit including but not limited to, ceiling or wall alterations other than painting, flooring installation of any kind other than carpeting, alterations to electrical, sprinkler system, TCI panel, or plumbing, kitchen cabinet replacement (excluding doors only), and alterations to patio, balcony, windows, doors (including hurricane protection installation), without first receiving written authorization from the Board of Directors. All applications for interior alternations shall be submitted to the Board using the "Application for Association Approval of Condominium Construction Form" attached to the Declaration Schedule 14. Initiation of construction or interior alterations without prior written approval from the Board of Directors shall result in a $ 200 fine per occurrence. An occurrence shall be defined as a single trade for a single project, by a single contractor. Contractors for Unit Owners will be required to register with Security each day and shall coordinate parking with Security be required to park on the South parking lot. Materials in excess of 100 Lbs. shall be moved using the freight elevator on the South lot~~. The developer shall not be~~

~~required to apply for Association approval to make alterations or improvements to units owned by the developer.~~

(24) Except as otherwise provided herein, shall not divide or subdivide a Unit for purpose of sale or lease, except that a Unit may be combined with a contiguous Unit and occupied as one dwelling Unit.

(25) Do not hang any laundry, garments or other Objects that are visible from outside of the Unit, except for draperies, blinds, shades or other suitable window coverings. Decorative window coverings shall not include any type of reflective film on any glass windows or doors. The exterior appearance of all window coverings shall be white in color. Window treatments shall be white on the surface facing the exterior.

26) No ceramic tile, stone tile, or wood flooring may be installed in the interior of a Condominium Unit except in the ~~Kitchen,~~ bathroom(s), and foyer, without sound-proofing material meeting standards set by the Board of Directors.

(27) The type color and design of tile or other surface material that may be used on Balconies must be approved in advance by the Board of Directors of the Association.

28) The hours of work by independent contractors, ~~excluding those of the Developer,~~ shall be limited Monday to Friday 9 ~~8~~ AM to 4:45 ~~6~~ PM, ~~Saturday 8AM to 8PM, and Sunday 10AM to 6PM~~. Hallways may not be used by tradesmen or workers of any craft, to store, size or cut any material or object of any kind. All such work and any related clean-up work must be accomplished within the unit.

(29) Moving furniture and machinery through the lobby level is prohibited. The freight elevator on the South side of the garage shall be used to move furniture and machinery to the second floor of the garage. Furniture and machinery may then be loaded on to the freight elevator on the G2 level. Moving construction or demolition materials that surpass one elevator load must also be moved in and out of the building using only the freight elevator. All use of the freight elevator must be scheduled in advance with the Association. Elevator schedules are on a reserved basis only, Monday-Friday beginning at 9 am and ending at 4:45 ~~5~~ pm ~~and Saturday and Sunday (excepting holidays) between the hours of 9:30 AM and 6:30 PM~~. You must make arrangements moving furniture or household goods in and out of the building at least 24 hours prior to delivery date subject to availability of elevator. Elevator usage will be denied after 5 pm whether or not moving is complete.

(30) The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, balcony walls, railings, ceilings or doors, shall not be painted other that white, decorated or modified by a Unit Owner in any manner without the prior consent of the Association.

Pets

(31) Pets may be kept in a Unit but only so long as they remain quiet and do not regularly disturb other occupants or damage the property in any way; feces left on the grounds of the Property shall be considered damage. No pet shall be allowed to commit a nuisance in any public portion of the Condominium building or grounds. The term "pets" shall be limited to, cats, dogs under 20 ~~10~~ Lbs. and also less than 12" high and 18" long (excluding tail), birds and tropical

fish. All other animals are expressly forbidden. No more than two (2) pets are allowed per Unit, tropical fish excluded. Only one dog is permitted per condominium. A single dog less than 20 ~~10~~ Lbs. is permitted for unit owners. Beginning February 5, 2004, owners, including the developer, shall not be permitted to lease their unit to a new tenant with a dog of any size. Dogs of all owners must be registered in the management office of the association by March 15, 2004. A registration fee of $100 and a current photograph of the dog is required. Dogs not registered by March 15th may not remain on the premises. Dogs under 20 Lbs. who are properly registered with the association before March 15, 2004 will be considered grand fathered, and will be entitled to remain in the property so long as they do not create a nuisance as described above. A grand fathered dog may only be replaced only by a dog that meets the new limitations of size and weight. The fine for keeping an unregistered dog on the premises shall be $50 per day until cured, up to $1000.

Pets are not allowed on the balcony of a Unit unless the Unit owner is present. No pets are permitted in the lobby or the pool area and must be carried in the Pets are not allowed on the balcony of a Unit unless the Unit owner is present. No pets are permitted in the lobby or the pool area, and must be carried in the elevators. Pets which violate the above conditions must be removed from the property within 10 days of Notice or their owner will be fined until said removal.

Standards of Behavior

(32) The sidewalk, entrances, passages, elevators, vestibules, stairways, corridors, halls and all of the Common Elements of the Association Property must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; nor shall any carriages, bicycles, shopping carts, chairs, benches, tables or any other object of a similar type and nature be stored therein. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors or balconies, or exposed on any part of the Common Elements or the Association Property. Fire exits shall not be obstructed in any manner, and the Common Elements and the Association Property shall be kept free and clear of rubbish.

(33) No cigarettes or other objects may be dropped off a balcony. A fine will be assessed to the owner of the Unit each instance an item is dropped off the balcony of that Unit. A fine of $50.00 (fifty dollars) for first offences, and $100.00 (one hundred dollars) for subsequent offenses will be enforced. No Owner shall sweep or throw from the premises any dirt, cigarettes, or other substance into any of the corridors, halls or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds. Washing of balconies and watering plants is not permitted where water or cleaning solutions run over the edge of the balcony.

(34) Food and beverages may not be consumed outside of a Unit, except in such areas as are designated by the Board of Directors of the Association. Alcoholic beverages may not be taken to or consumed on the Common Elements or Limited Common Elements. ~~without proper licensing and permits~~.

(35) Children shall not play or loiter in halls, stairways, elevators or other public areas.

(36) Smoking in hallways and elevators and all other interior common Elements or Limited Common Elements is prohibited.

(37) No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other occupants of the condominium. All residential parties shall lower the volume as to the foregoing after 11:00 p.m. of each day. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.

(38) The gym and lounge facility are restricted to Condominium Association members paying members of the Palace Gym, and patrons of the Cafe. No smoking is permitted in the gym or lounge facility. The gym and lounge facility shall be locked when an attendant in not on duty. Unit owners will be responsible for any damage done to this facility by unit occupants or guests.

Access & Security

(39) All doors leading from the building to the outside or from the garages into the elevator lobbies or stairways or the Condominium building shall be closed at all times and shall not be blocked open. Each resident is responsible for locking doors that should be locked, and for observing security regulations. In addition, all residents are required to use their access key when entering building.

(40) No solicitors are to be permitted on the Association Property at any time except by individual appointment with residents. Visitors, tradesmen, and the like are to report to the Front Desk to be announced to the resident by the front desk before being allowed on the property unless the front desk has received advanced notice from the resident. Residents shall not give building entry key to tradesmen, day servants, or other persons seeking entry. Any resident responsible for violating this rule will be fined by the Association.

(41) The front desk should be notified immediately of any emergency or any security violations. Any suspicious person or incident should be immediately reported to the front desk or the manager.

(42) Residents are required to notify the front desk of their current home phone numbers.

Trash

(43) Refuge (including bottles and cans) shall be wrapped in garbage bags before it is deposited into the disposal chutes. Trash chutes may only be used between the hours of 8 am and 10 pm. No lighted cigarettes, cigars, hazardous flammable materials shall be thrown down the chutes. Items such as cartons and boxes are not to be left in the trash rooms if the articles *are* too large to fit in the trash chute. They must be brought down to the trash room at the South side of the Garage.

(44) Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore, so that each Unit, the Common Elements and Limited Common Elements shall at all times remain in a clean and sanitary condition. Commercial condominiums are required to place their trash in City dumpsters in a location designated by condominium management.

Recycling – deposit all recycling items at the designated areas – lobby, G1, G2

garage locations, or at the Trash compactor on the G2 level, near parking space G2-402. Items for recycling are plastic, cardboard, newspaper, office paper, aluminum, glass (bottles and jars), steel cans.

Pool Deck

(45) Any person using the swimming pool does so at his/her own risk. It is suggested that no one use the pool unless another person is present.

(46) The swimming pool may be used in accordance with the Rules and Regulations between the hours of 8 a.m. and 10 p.m. Excessive noise, loud talking, shouting and loud music are prohibited in the pool area at all times. Children under 18 years of age are not permitted to use the pool area/deck unless parent or legal guardian is present. Running, riding any apparatus or bouncing balls are strictly prohibited on the pool deck. Any balls bounced on the deck will be confiscated. Unit owners whose children violate these provisions or cause disruption, noise or loud music on the pool deck will be fined.

(47) Glass bottles, glass containers, ceramic or china dish-ware and other breakable items shall not be brought into the pool area. Surfboards, inflatable tubes, floats, and similar items are not permitted in or near the pool area. Toys, bicycles, skateboards, playpens, and similar items are not allowed on the pool deck. The pool area should not be used for games which involve running, playing ball, or other boisterous activities. Disorderly conduct of any kind in the pool area is prohibited and shall be grounds for ejection from these places. The use of audio equipment ~~radios~~ in the pool area will not be permitted if and when their operation distracts or annoys others.

(48) No pool equipment, chairs, or other furnishings may be removed from the pool area.

(49) Jacuzzi - no one under 18 is allowed in the Jacuzzi, even if accompanied with an adult. Proper attire required. No oils, no soaps.

Parking

(50) Parking: Automobiles and motorcycles belonging to residents must bear at all times, the identifying garage sticker provided by the Manager. Each resident shall park in the space assigned to that resident only. No automobile may be parked in any unauthorized area or in a manner which blocks the ingress or egress of other vehicles, or in any area designated for commercial use, or in guest parking. Long term guests or temporary cars may obtain a temporary parking permit in the Management Office. No parking is allowed at any time in front of the building entrances. These are reserved for discharging and picking up passengers.

(51) Parking violations should be reported to security or the Management Office. Parking violators are subject to either fines set by the Board of Directors or towing, off-site storage or the Charges associated therewith.

(52) No repairs (including oil changes) may be made anywhere on the property, including the garage.

(53) No campers, boat trailers, large trucks, flatbeds, or commercial vans or similar vehicles shall be kept on the property. Only passenger vehicles may be parked in garages and ancillary lots. No car is allowed to be left in an

abandoned/inoperable condition or without proper and current registration and license plates. All vehicles must be in compliance with local and state ordinances.

(54) All residents are required to register and park in a dedicated space, either purchased or rented. All owners will be notified to contact the Management Office within ten (10) days of a change to comply with the parking rule or be fined and/or towed. No commercial vehicles are allowed to park on the property. A commercial vehicle is defined as a vehicle which has a gross vehicle weights of 26,001 pounds or more or has three (3) or more axles.

In the event any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect. The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

The Developer shall be exempt from all provisions herein requiring the consent of the Association. Notwithstanding anything contained herein to the contrary, the Developer shall not be exempt from the following: (1) requirements that leases or lessees be approved by the Association; (2) restrictions on the presence of pets; (3) restrictions on occupancy of Units based on age; (4) restrictions on the type of vehicles allowed to park on the Condominium Property or Association property. ~~however, the Developer and its designees shall have the right to be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance or marketing of Units, if such exemption is provided in the Condominium documents.~~

XXIII. Transfer of Association Control

23.01 When Unit Owners, other than the Developer, own fifteen (15%) percent or more of the Units in this Condominium that will be operated ultimately by the Association, the Unit Owners, other than the Developer, shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration of the Association. The first Unit Owner elected to the Board shall be a Residential Member. Unit Owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of Administration of the Association:

(1) Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(2) Three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(3) When all the Units that will be operated ultimately by the Association have been completed, some of these have been conveyed to purchasers; and none of the others are being offered for sale by the Developer in the ordinary course of business;

(4) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent in Condominiums with less than five hundred (500) Units and two (2%) percent in Condominiums with more than five hundred (500) Units of the

Condominium Units operated by the Association; or,

(5) Seven (7) years after the recordation of the Declaration of Condominium.

23.02 If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(1) Assessment of the Developer as a Unit Owner for capital improvements.

(2) Any action by the Association that would be detrimental to the sale or lease of Units by the Developer, in its sole opinion; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale of Units. ~~Actions that require Developer approval under this section shall include, but are not limited to, modifications to the rules and regulations of the association, adoption of a special assessment, obtaining an Association loan, and the use of capital reserves for purposes other than those intended.~~

(3) Concurrence of not less than 75% of the non-developer voting interests is required for cancellation of an agreement entered into by the Association prior to turnover of control to unit owners.

XXIV. Rights Reserved Unto Institutional First Mortgagees

So long as any Institutional First Mortgagee or Institutional First Mortgagees shall hold any mortgage upon any Condominium Unit or Condominium Units or shall be the Owner of any Condominium Unit or Condominium Units and complies with the provisions of Section 24.05 hereof, such Institutional First Mortgagee or Institutional First Mortgagees shall have the following rights, to-wit:

24.01 To be entitled to be furnished with at least one copy of the annual financial statement and report of the Association prepared by an accountant or professional Real Estate Management Company designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statements and report to be furnished, upon written demand, within ninety (90) days following the end of each calendar year.

24.02 To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

24.03 (Intentionally Blank).

24.04 For reasonable cause, to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required in keep in existence, it being understood that the Association shall deposit in a financial institution of good reputation a monthly sum equal to one twelfth (I/12th) of the annual amount of such insurance expense.

24.05 Whenever any Institutional First Mortgagee or Institutional First Mortgagees desire(s) the provisions of this Article to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the Institutional First Mortgagee having the highest dollar indebtedness on Units

in the Condominium Property, which written notices shall identify the Condominium Parcel or Condominium Parcels upon which any such Institutional First Mortgagees hold any mortgage or mortgages or identifying any Condominium Parcel owned by it or them, and which notice shall designate the place to which notices are to be given by the Association to such Institutional First Mortgagee or Institutional First Mortgagees.

24.06 FHLMC Guidelines: Notwithstanding anything contained in this Declaration to the contrary, it is the intent of Developer to comply with the requirements of the Federal Home Loans Mortgage Corporation (FHLMC) established as of the date hereof. Specifically, the following provisions are hereby made a part of this Declaration:

> "Except as provided by statute, in the case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless at least two thirds (2/3) of the first mortgagees (based upon one (1) vote for each first mortgage owned) or Owners (other than the Developer) of the individual Condominium Units have given their prior approval, the Condominium Home Owners Association shall not be entitled to:
>
> (a) by act or omission, seek to abandon or terminate the Condominium project;
>
> (b) change the pro rata interest or obligations of any individual condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rate share of ownership of each Condominium Unit in the Common Elements;
>
> (c) partition or subdivide any Condominium Unit;
>
> (d) by act or mission, seeking to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);
>
> (e) use hazard insurance proceeds (other than surpluses) for losses to any Condominium Property (whether to Units or to Common Elements) for other than repair, replacement or reconstruction of such Condominium property."

XXV. Commercial Units

There are twenty five (25) Commercial Units in the Condominium. The Commercial Units may be transferred, conveyed, leased or disposed of without the consent of the Association. The Developer reserves the right, at any time, to convey any or all of the Commercial Units to the Association, and the Association shall be obliged to accept same~~. In the event the Developer chooses to preserve on-site parking spaces by converting one or more un-built commercial spaces back into limited common element parking area, the parking spaces located within the boundaries of the commercial spaces will be assigned to the Developer. Upon the conveyance of a Commercial Unit to the Association, the percentage of Common Expense and ownership to Common Elements attributable to any Commercial Unit conveyed to the Association shall be deemed transferred to the Association, and any dues previously paid for un-built commercial units or portions thereof which do not exist at the time of conveyance will be returned to the developer.~~

Commercial Units may be used for any lawful purpose in accordance with applicable laws, including, but not limited to Chapter 718 of the Florida Statutes and all applicable zoning regulations. Subject to the foregoing, the Owner of a Commercial Unit has the right to permit

the public to use it and to charge a fee for the use of the Commercial Unit to both Owners and to the public. No action may be taken which adversely affects the rights and interests of the Commercial Unit Owners without their prior written consent. These rights include the right to remain open until 1 a.m.

The Developer reserves the right prior recordation of the Declaration, to alter or increase the size and number of commercial units (not to exceed 35% in total area). in which case an amendment to these documents shall be filed. Other Unit Owners of Commercial Unit(s) shall have the right to divide or combine Commercial Unit(s) so long as the common interest appurtenant to such Commercial Unit(s) after the division or combination shall equal in total the common interest applicable to the Commercial Unit(s) divided or combined prior to the division or combination. In addition to the consent of the affected Commercial Unit Owners, any such division or combination shall require an Amendment to the Declaration approved by a majority of the total voting interests in the Condominium unless required by any governmental entity and shall be in compliance with all governmental laws, codes, ordinances and regulations. The cost of any division or combination shall be the responsibility of the Owner(s) of the Commercial Unit(s) being divided or combined. Any such division or combination shall become effective upon the recording in the Public Records of Dade County, Florida, of an Amendment to the Declaration of Condominium, together with the filing of floor plans of the Commercial Unit(s) as divided or combined. Upon such a division or combination, the voting rights for such Commercial Units shall be proportionately' adjusted based upon the square footage involved in the division or combination. The Amendment shall state the common interest applicable to me divided or combined Commercial Unit(s) and the adjusted voting rights.

XXVI. Developer's Tenants

It is understood and agreed by all parties hereto and all Unit Owners that certain Units and Limited Common Elements may be occupied by tenants of the Developer under lease agreements, ~~or month to month tenancies, or other types of tenancies~~ heretofore or hereinafter consummated and agreed upon. Such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements or other types of tenancies and to use and enjoy on a nonexclusive basis all Common Elements of the Condominium and the recreational facilities without any cost or expense. The same privileges will apply to tenants of all Unit Owners.

XXVII. Warranties

Pursuant to Section 718.618(6), F.S., the Developer is deemed to have granted to the purchaser of each Unit an implied warranty of fitness and merchantability for the purposes or uses intended, as to the roof and structural components of the improvements; as to fireproofing and fire protection systems; and as to the mechanical, electrical and plumbing elements serving the improvements, except mechanical elements serving only one unit. To the extent permitted by law, the Developer hereby specifically disclaims any other warranties whether expressed or implied. Developer further disclaims any intent to have made any warranty or representation in connection with the Condominium documents and disclosure materials except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made herein. Any estimates of Common Expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed.

XXVIII. Sales Activity and Developer's Rights

Until the Developer has completed and sold all the Units of the Condominium and completed New Construction neither the Unit Owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of Units. The Developer (or its duly authorized agents or assigns) may make such use of

the unsold Units and the Common Elements as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and visual promotional materials. It is specifically understood that the Developer has the right and authority to use ~~the manager's office and accounting office and the Common Elements and~~ certain limited Common Elements of the Condominium for the purpose of sales and administrative office for so long as Developer has not sold all Units in the Condominium. The Developer may use unsold Units as model units or as sales offices for display purposes to prospective Condominium purchasers. The Developer shall have the right to use parking spaces for prospective purchasers and such other parties as Developer determines. The sales office personal property, model furnishings, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. It should be understood that prior to the conversion of the improvements to a Condominium that the operation of the Condominium was an apartment operation and, accordingly, the Developer may continue such apartment rentals at its discretion for any unsold Units and Developer, until all Units are sold, shall have the full right and authority to use the Common Elements and the areas aforedescribed in furtherance of such apartment rentals as the Developer may so desire.

XXIX. Reservation of Name

The Developer reserves the right to use the name "THE GRANDVIEW PALACE" in any fashion, including, but not limited to, other hotel, condominium or residential development. This paragraph cannot be amended without the consent of the Developer.

XXX. (Intentionally Blank)

XXXI. Miscellaneous

31.01 If any provisions of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration, the By-Laws attached or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

31.02 Whenever notices are required to be sent hereunder, the same shall be either sent to the Unit Owners by regular mail, by electronic mail, or hand delivered to their Units, in the Condominium building, unless the Unit Owner has, by written notice, duly receipted for, specified a different address. Notices to the Association shall be delivered by regular mail to the resident agent. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

31.03 Each Unit Owner and the Association shall be governed by and shall comply with the Condominium Act and this Declaration and By-Laws as they may exist from time to time. Failure to do so shall entitle the Association or any other Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association or in a proper case by or against one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Such relief shall not be exclusive of other remedies provided by law.

31.04 Whenever the context so requires, the use of any gender shall be deemed to include aII genders and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of the Condominium in accordance with the laws made and provided for the same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a Unit Owner.

31.05 No Unit shall be occupied by more than the lesser of the legal occupancy limit for

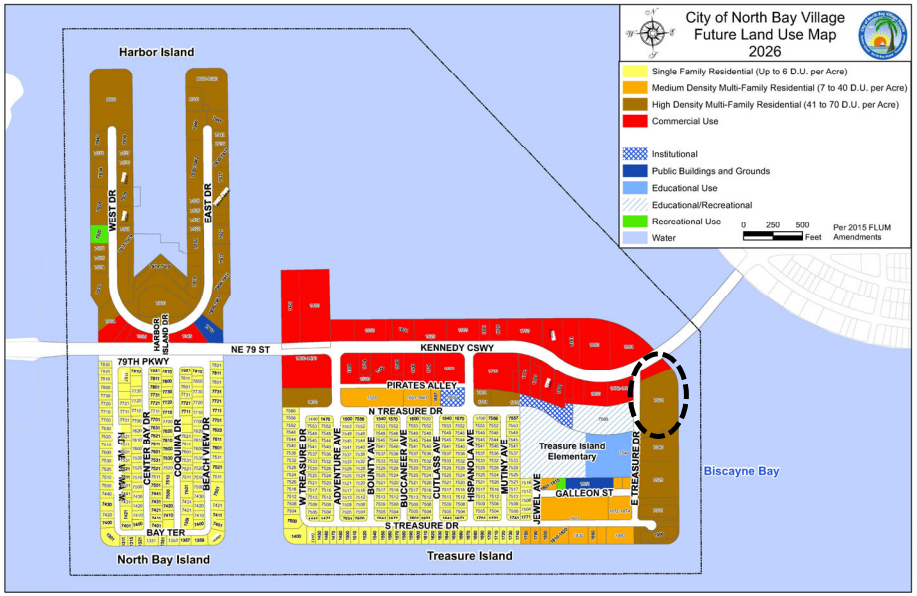
that Unit or three persons (including children) for a one bedroom Unit, four persons for a two bedroom Unit, or five persons for a three bedroom Unit.

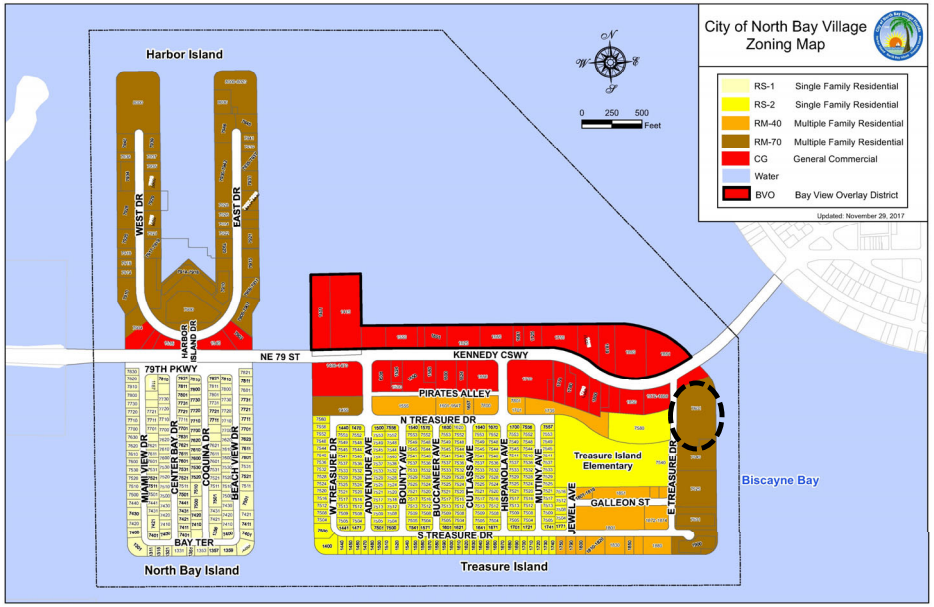
31.06 A tenant of any Unit Owner or of the Developer shall have the same right to use the recreational facilities as the Owner of said Unit has. In no event shall any individual or family, other than the individual or family residing in the Unit and their guests be entitled to use said recreational facilities.

31.07 This Declaration and all Exhibits hereto shall be binding upon and inure to the benefit of each Unit Owner, their heirs, personal representatives, successors, assigns and grantees any and all persons claiming by, through or under any Unit Owners.

31.08 The heading and captions used herein are for reference purposes only, are inserted solely as a matter of convenience, and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto.

31.09 The Association shall grant access to the building to properly identified employees of the US Census Bureau while on official business who sign-in at the front desk.

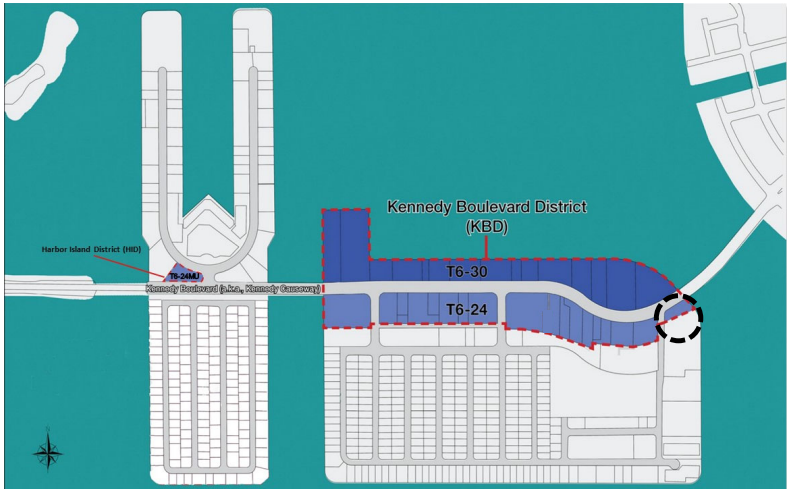




Attachment 3
Future Land Use and Zoning of Subject Property

NOTE: The subject property has split zoning. The southern portion is Multiple Family Residential or RM-70 (see Zoning Map). The northern portion (where the proposed license would be located), is zoned a combination of RM-70 and T6-24 Transect (see Form-Based Code Regulating Plan).

*T6-24 supersedes General Commercial (CG) per Sec. 15.5 of Chapter 15 of the ULDC



Form-Based Code Regulating Plan

PAGE 1 OF 1

SPECIAL PURPOSE - RADIUS SURVEY

"FARINA CONTEMPORARY PIZZA CORP: PETRALUNGA"

4 COP DUAL LISCENSE

SURVEY PREPARED FOR:
ALL CITY PERMITS

SUBJECT SITE ADDRESS:
7601 EAST TREASURE DRIVE SUITE CU-21 - NORTH BAY VILLAGE

N
NE
E
SE
S
SW
W
NW
(NOT TO SCALE)

TYPE OF SURVEY:

- ☐ BOUNDARY
- ☐ ALTA/NSPS
- ☐ CONSTRUCTION
- ☐ TOPOGRAPHIC
- ☐ CONDOMINIUM
- ☒ SPECIAL PURPOSE

PRINTING INSTRUCTIONS

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PARCEL INDEX:

1. SUBJECT PARCEL - FARINA CONTEMPORARY PIZZA CORP
2. PUBLIC SCHOOL - TREASURE ISLAND ELEMENTARY SCHOOL
3. SHOOL RECREATION AREA - TREASURE ISLAND ELEMENTARY SCHOOL "BASKETBALL COURTS"
4. TACO RESTAURANT - TACOS VS. BURRITOS CANTINA
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6. MARKET - BAY MINI MARKET
7. DOCK - GRANDVIEW FUEL LLC. (ALCOHOL LICENSE)
8. MARKET - SUNSHINE GROCERY

PER NORTH BAY VILLAGE, FLORIDA MUNICODE:

CHAPTER 111 - ALCOHOLIC BEVERAGES : GENERAL PROVISIONS

SECTION 12 - DISTANCE LIMITATIONS FROM SCHOOLS; BETWEEN LICENSEES.

ITEM (A)(1) : NO LICENSE FOR THE SALE OF LIQUOR, BEER, AND WINE, OR ALCOHOLIC BEVERAGES SHALL BE GRANTED OR ISSUED TO ANY PERSON OR ESTABLISHMENT WHERE THE PLACE OF BUSINESS DESIGNATED IN THE APPLICATION THEREFORE IS WITHIN 500 FEET OF A SCHOOL. THIS DISTANCE SHALL BE THE AIRLINE DISTANCE FROM THE MAIN ENTRANCE OF THE PLACE OF BUSINESS TO THE NEAREST PROPERTY LINE OF THE REAL PROPERTY OCCUPIED BY A SCHOOL.
(SUBJECT PARCEL IS WITHIN 500' (AIRLINE DISTANCE) TO A PUBLIC SCHOOL (TREASURE ISLAND ELEMENTARY SCHOOL) AS SHOWN HEREON.

ITEM (B)(3): NO LICENSE FOR A RETAIL VENDOR OF ALCOHOLIC BEVERAGES FOR CONSUMPTION OFF THE PREMISES SHALL BE GRANTED TO ANY PERSONS, OR ESTABLISHMENT WHERE THE PROPOSED ESTABLISHMENT SHALL BE SITUATED LESS THAN 1,000 FEET FROM ANY EXISTING OFF-PREMISES LICENSEES.
(SUBJECT PARCEL IS WITHIN 500' (AIRLINE DISTANCE) TO A RESTAURANT (TACOS VS. BURRITOS CANTINA), A MARKET (BAY MINI MARKET), ANOTHER MARKET (SUNSHINE GROCERY), A DOCK WITH AN ALCOHOL LICENSE (GRANDVIEW FUEL LLC.) & A LIQUOR STORE (HAPPY'S STORK LOUNGE AND LIQUOR STORE) AS SHOWN HEREON.

GENERAL NOTES:
1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
2. AS INDICATED ABOVE, UNDER "PURPOSE OF SURVEY", IF THIS SURVEY HAS BEEN PREPARED FOR A PURCHASE OR REFINANCE, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES, AND IS NOT INTENDED FOR USE IN DESIGN OR CONSTRUCTION PURPOSES. LANDTEC SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
3. ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
4. GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
5. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
6. ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988) AS SHOWN ABOVE.
7. ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
8. ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 5 BUSINESS DAYS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LS (LICENSED SURVEYOR) #7274.

ABBREVIATION LEGEND
(SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):

A or AL = ARC LENGTH
CA = CENTRAL ANGLE
CATV = CABLE TV RISER
CF = CALCULATED FROM FIELD
CR = CALCULATED FROM RECORD
CH = CHORD DISTANCE
C/O = CLEANOUT
CONC. = CONCRETE
DE = DRAINAGE EASEMENT
PI = POINT OF INTERSECTION
PT = POINT OF TANGENCY
PC = POINT OF CURVE
PRC = POINT OF REVERSE CURVE
PCC = POINT OF COMPOUND CURVE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PH = POOL HEATER
PP = POOL PUMP
EL or ELEV = ELEVATION
EM = ELECTRIC METER
FIR = FOUND IRON ROD
FN = FOUND NAIL
FND = FOUND
L= LEGAL DESCRIPTION
M = MEASURED
OHC = OVERHEAD CABLE
P = PLAT
R = RADIUS
SEC = SECTION
TWP = TOWNSHIP
RNG = RANGE
QTR = QUARTER
TR = TELEPHONE RISER
UE = UTILITY EASEMENT
UP = UTILITY POLE
WM = WATER METER
WV = WATER VALVE

SYMBOLS - NOT-TO-SCALE
(SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):

= UTILITY POLE
= LIGHT POLE
= CATCH BASIN
= FIRE HYDRANT
= MANHOLE
= WATER VALVE
WM = WATER METER
= HANDICAP PARKING SPACE
= SEC. QTR. CORNER
= SECTION CORNER
Ⓦ = WELL
℄ = CENTER LINE
℄ = PARTY WALL
A/C = AIR CONDITIONER
Ⓢ = SEPTIC LID
x = ELEV. SHOT

CERTIFICATION

I HEREBY CERTIFY THAT THIS SPECIAL PURPOSE SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062. PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

PABLO A. ALVAREZ LICENSE No. PSM #7274 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by Pablo A Alvarez
DN: c=US, o=Florida, dnQualifier=A01410C000001897 3AE9DDC0007F8C1, cn=Pablo A Alvarez
Date: 2023.07.24 10:43:43 -04'00'

SIGNATURE _____ DATE: 7-24-2023

PABLO ALVAREZ - PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 7274 (NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

Job Number : 172132-SE	
Drawn By : K.T.	Date of Field Work : N/A

PURPOSE OF SURVEY: **RADIUS SURVEY**

REVISIONS	
05/15/2023 - UPDATE - K.T.	
07/24/2023 - UPDATE - K.T.	

LINETYPES:

BOUNDARY
EASEMENT
WOOD FENCE
OVERHEAD CABLE
BUILDING
CHAIN LINK FENCE
PLASTIC FENCE

Platted Easements & Notable Conditions (unplatted easements also listed if provided): IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.
- NONE FOUND
-

"CP" = CONTROLLING POINT (POINT OF ROTATION) "HFA" = HELD FOR ALIGNMENT - ALL OTHER MONUMENTATION AND IMPROVEMENTS RELATIVE THERETO

This survey has been issued by the following Landtec Surveying office:
700 W. Hillsboro Blvd. Suite 4-100
Deerfield Beach, FL 33441
Office: (561) 367-3587 Fax: (561) 465-3145
www.LandtecSurvey.com

LANDTEC SURVEYING and Lien
LICENSED BUSINESS No. 8507

RESOLUTION NO. 2000-05

OFFICIAL DOCUMENT

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, MAKING THE REQUIRED FINDINGS PURSUANT TO SECTION 111.03 OF THE CITY OF NORTH BAY VILLAGE CODE OF ORDINANCES; **APPROVING** VARIANCES FROM THE STRICT INTERPRETATION OF SECTION 111.12(A) AND 111.12(B)(4) TO PERMIT THE SALE OF ALCOHOLIC BEVERAGES IN THE RESTAURANT AT 7601 EAST TREASURE DRIVE AS PER THE APPLICATION BY FIRST EQUITABLE REALTY III, LTD., PROPERTY OWNER; SETTING AN EFFECTIVE DATE.

WHEREAS, First Equitable Realty III, Ltd., property owner, has made an application for variances from the provisions of Section 111.12 of the City of North Bay Village Code of Ordinances for the property located at 7601 East Treasure Drive, Treasure Island for the following:

1. A Variance under Section 111.03 from the strict interpretation of Section 111.12(A) of the City of North Bay Village Code of Ordinances for the issuance of an Occupational License to permit the sale and on premises consumption of alcoholic beverages at an establishment (restaurant) located within 500 feet of a public school.

2. A Variance under Section 111.03 from the strict interpretation of Section 111.12(B)(4) of the City of North Bay Village Code of Ordinances for the issuance of an Occupational License to permit the sale and on premises consumption of alcoholic beverages at an establishment (restaurant) located within 300 feet of an existing establishment holding a 4 COP license.

WHEREAS, Section 111.03 of the City of North Bay Village Code of Ordinances provides for consideration and granting of variances under the circumstances and pursuant to the standards set forth therein; and

WHEREAS, the Planning & Zoning Board of the City of North Bay Village has held a Public Hearing on February 1, 2000 and has considered said application and has recommended that the variances be approved to serve alcoholic beverages specifically within the restaurant to be constructed in the commercial area of 7601 East Treasure Drive in accordance with the plans presented and made a part of this record.

WHEREAS, the City Commission after Public Hearing held on February 22, 2000 finds and determines that the granting of the variances will be in harmony with the general purpose and intent of Chapter 111 and will not be injurious to the neighborhood or otherwise detrimental to the public welfare, subject to the following conditions:

1. The establishment shall operate principally as a restaurant, with alcohol being served as adjunct thereto;

2. All alcoholic beverages shall be consumed on premises, with signage indicating same;

3. Sale of package goods is prohibited;

4. The establishment shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises between the hours of 10:00 a.m. to 2:00 a.m., seven days a week, unless the State license is more restrictive; and

5. The establishment shall be reviewed by the City Commission in 180 days following adoption..

WHEREAS, the City Commission after Public Hearing find and determines that the variances requested are consistent with the purposes and goals contained in and projected in the Master Plan

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NOTH BAY VILLAGE:

Section 1: That a vote was taken with respect to the findings heretofore stated in the body of this resolution, and the City Commission hereby accepts the recommendation of the Planning & Zoning Board, and approves ~~the application of the property owner to serve alcoholic beverages~~ a Variance under Section 111.03 from the strict interpretation of Section 111.12(A) of the City of North Bay Village Code of Ordinances for the issuance of an Occupational License to permit the sale and on premises consumption of alcoholic beverages at an establishment (restaurant) located within 500 feet of a public school; and approves a Variance under Section 111.03 from the strict interpretation of Section 111.12(B)(4) of the City of North Bay Village Code of Ordinances for the issuance of an Occupational License to permit the sale and on premises consumption of alcoholic beverages at an establishment (restaurant) located within 300 feet of an existing establishment holding a 4 COP license, specifically with regard to the restaurant to be constructed in the commercial area of 7601 East Treasure Drive in accordance with the plans presented and made a part of this record, and subject to the conditions mandated above.

Section 2: This resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 22nd day of February, 2000.

Attest: MEIGHAN J. PIER
City Clerk

IGNACIO R. DIAZ, Mayor

APPROVED AS TO FORM:

MURRAY H. DUBBIN
City Attorney

FINAL VOTE AT ADOPTION:

Mayor Ignacio R. Diaz	NO
Vice Mayor Eric D. Isicoff	YES
Commissioner Jay S. Manne	NO
Commissioner Philip Schonberger	YES
Commissioner William T. Stafford	YES

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 111.13 of the North Bay Village (the "Village") Code of Ordinances (the "Code"), Farina Contemporary Pizza Corp. (the "Applicant"), has submitted an application for a variance (the "Application") from the provisions of Section 111.12(A)(1) of the Code to permit the issuance of a license for the retail sale of alcoholic beverages for consumption off the premises from a place of business located no closer than 359 feet from a school (measured as the airline distance from the main entrance of the place of business to the nearest property line of the real property occupied by a school) where Section 111.12(A)(1) of the Code requires a 500-foot distance; and no closer than 199 feet from another off-premises licensee, where Subsection 111.12(B(3) requires a distance of 1,000 feet and

WHEREAS, the address of the property that is the subject of the Application is located at 7601 East Treasure Drive, Unit #CU-21, as legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Section 111.13 of the Code provides for consideration and granting of variances under the circumstances and pursuant to the standards set forth therein; and

WHEREAS, Staff has reviewed the Application and the Code criteria, determined that the request satisfies the conditions of Section 111.13 of the Village Code, and recommends approval of the Application with conditions; and

WHEREAS, the Village's Planning and Zoning Board, on September 14, 2023, conducted a public hearing on the Application, and recommended that the Application be approved with conditions; and

WHEREAS, the Village Commission, after a duly noticed public hearing held on _____, 2023, based upon competent substantial evidence in the record, finds that the Application meets the requirements of the Village Code; that the Application is consistent with the Village's Unified Land Development Code, Comprehensive Plan, and NBV100 Master Plan; that the variance will be in harmony with the general purpose and intent of Chapter 111; and that the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and

WHEREAS, the Village Commission also finds that, in this particular instance, the enforcement of Sections 111.12(A)(1) and 111.12(B)(3) of the Code does not serve its intended purpose, and the Applicant's proposed retail sales of alcoholic beverages for consumption off the premises is in harmony with the general purpose and intent of this chapter and will not be injurious to the neighborhood or otherwise detrimental to the public welfare; 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, after review of competent substantial evidence in the record and a duly noticed public hearing, hereby finds that the Application meets the criteria set forth in Section 111.13 of the Code and hereby approves the Application, subject to the conditions set forth in Section 3, below, to permit the issuance of a license for the retail sales of alcoholic beverages for consumption off the premises from a place of business operating as a restaurant, located on the Property at a distance no less than 359 feet from a school where Section 111.12(A)(1) of the Code requires a 500-foot distance, and no less than 199 feet from another licensee for retail sales for off-premises consumption, subject to other applicable regulations and building requirements. Accordingly, a license may be issued for the retail sale of alcoholic beverages for a place of business located on the Property no closer than 359 feet from a school, measured as the airline distance from the main entrance of the place of business to the nearest point of the school grounds in use as part of the school facilities, and no closer than 199 feet from another licensee.

Section 3. Conditions. That the approval granted in Section 2 is subject to the following conditions:

a) This approval is subject to applicable zoning restrictions and is limited to the authorization of a license for the sale of alcoholic beverages for consumption off the premises at the 1,927 square-foot space identified as 7601 East Treasure Drive, #CU-21.

b) The retail sales of alcoholic beverages for off-premises consumption shall be subordinate to the primary use of the unit as a restaurant.

c) The premises shall display legible signage near each public entrance to the premises, prohibiting loitering and open containers.

d) All business signage shall comply with the restrictions on Section 8.10.D in Chapter 8, and Section 11.4 in Chapter 11.

e) The sale of alcoholic beverages for off-premises consumption shall be the same as the hours of operation of the restaurant, unless the terms of the State license are more restrictive.

f) The business shall obtain a Business Tax Receipt (BTR) from the Village to engage prior to commencing the activity. All other applicable local, state, and federal permits must be obtained prior to the BTR being granted by the Village.

g) Pursuant to Section 7.5, after the Village Commission has granted a variance, the variance so approved or granted 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 variance was granted.

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 Marvin Wilmoth	_____
Commissioner Richard Chervony	_____
Commissioner Rachel Streitfeld	_____
Commissioner Julianna Strout	_____

PASSED AND ADOPTED on this _____ day of _____, 2022.

ATTEST: Brent Latham, Mayor

Debra E. Eastman, MMC
Interim Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Exhibit “A”

[Insert Certificate of Condominium Ownership and Declaration of Condominium]

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - SEPT. 28, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

09/18/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
18 day of SEPTEMBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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 SECOND REGULAR MEETING ON SEPTEMBER 28, 2023 AT APPROXIMATELY 6:30 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:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC , TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF REGULARLY APPLICABLE PARKING REQUIREMENTS; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

9/28/2023

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER DENSITY RIGHTS FOR 16 DWELLING UNITS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; 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; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) BY COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $10,000,000 OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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 IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 844 4526 6697
PASSCODE: 211503

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) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). 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 .

2/3

9/28/2023

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE 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. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
9/18

23-59/0000684419M

3/3

ITEM NO. 13.G

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A Resolution Relating to a Use Exception Pursuant to Section 8.11 of the Unified Land Development Code (ULDC) to Allow Village-Owned Property Located at 1851 Galleon Street to Be Developed for Community-Serving Facilities and as a Training Center for AFA - *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 / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: At their September 14, 2023 meeting, the Planning and Zoning Board voted 4-0 to forward to the Commission a recommendation of approval with conditions as presented by Staff.

BACKGROUND AND ANALYSIS

The Staff report is attached, including attachments 1-3.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT
None

ATTACHMENTS
Staff Report_AFA 1851 Galleon_Use Exception_VC_092823.pdf
Attachment 1_BOUNDARY SURVEY (EMS)pdf
Attachment 2_AFA Proposal and Conceptual Plans (Updated).pdf
Attachment_3_Reso_Use_Exception_Galleon Street (092823).docx
DBR Meeting Notice 09.28.23.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: **September 28, 2023**

To: **Mayor and Commission of North Bay Village**

From: **Silvia E. Vargas, FAICP, Village Planner via Village Manager Ralph Rosado**

Subject: **STAFF REPORT – Review of Use Exception Request for Argentine Football Association (AFA) – 1851 Galleon Street**

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1. General Information

Owner/Applicant:	North Bay Village/ Argentine Football Association (AFA)
Applicant Address:	
Site Address:	1851 Galleon Street
Site Acreage	48,000 sq. ft.
Folio Numbers	23-3209-014-0200
Contact Person:	Ralph Rosado, Village Manager
Phone Number:	305.588.4364
E-mail Address	rrosado@nbvillage.com

2. Legal Description of Subject Property

TREASURE ISLAND 1ST ADDN PORT OF TR B, PB 57-6 LOT 3 THRU 8 BLK 9 of the Public Records of Miami-Dade County, Florida. (Refer to Boundary Survey, included as Attachment 1)

3. Property Future Land Use Map and Zoning Designations

Future Land Use	Park and Recreation
Zoning District	RM-40 High-Density Multiple Family Residential
Existing Land Use	Public Works Use

4. Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	Education and Education/Recreation
	Zoning District	RS-2 Single Family Residential (Treasure Island Elementary School)
	Existing Land Use	School
East	Future Land Use	Medium Density Multi-Family Residential
	Zoning District	RM-40 Multiple Family Residential
	Existing Land Use	Parking
South	Future Land Use	Medium Density Multi-Family Residential
	Zoning District	RM-40 Multiple Family Residential
	Existing Land Use	Multifamily Residential
West	Future Land Use	Medium Density Multi-Family Residential
	Zoning District	RM-40 Multiple Family Residential
	Existing Land Use	Multifamily Residential

5. Background

The inception of this request goes back to an unsolicited 2021 proposal from AFA to North Bay Village, to enter into an agreement that would allow the construction of the AFA training facilities and U.S. headquarters on the Village's current public works yard property, which encompasses approximately 48,000 square feet. The property (also referred to as the Galleon Street property) is zoned RM-40 Medium Density Multifamily Residential.

The Village, with AFA, has been working with Miami-Dade County Public Schools (MDCPS) to enter into a separate agreement to construct improvements to the Treasure Island Elementary School (TIES) site located at 7540 E. Treasure Drive. The proposal would allow the following development:

On MDCPS property:

- Five (5) multipurpose fields including one professional size soccer field.
- A perimeter exercise path for residents of all ages and abilities

On Village property:

- A 42-foot high, 3-story, approximately 18,762 square-foot structure which would include community meeting space, a gym, offices, conference rooms, locker rooms, concession area, therapeutic and ancillary uses.
- Four (4) padel courts.
- Two pickleball courts

Refer to Attachment 2 for an overview of the AFA proposal and conceptual plans. These plans are not being approved in conjunction with the Use Exception but will be reviewed by the Planning and Zoning Board and Village Commission separately pursuant to Sec. 5.9 of the ULDC. Approval of the Use Exception is a condition of site plan approval for the project.

6. Description of Applicant's Request N

The need for the request for a Use Exception stems from the limitations of the RM-40 Medium Density Multiple Family Residential District. Permitted uses in this zoning district include multi-family residential dwellings, management offices within structures containing eight or more dwelling units and duly licensed home occupation. Government facilities and public or private recreation uses are not included in the list of permitted uses.

Consequently, at this time the Village is seeking approval for a Use Exception in accordance with the provisions of Sec. 8.11.B.6. of the ULDC, to allow Village-owned property located at 1851 Galleon Street to be developed for a training center for AFA and other community serving facilities, which provide a public benefit. The approval of the Use Exception would allow an associated site plan review to proceed expeditiously. The Village could subsequently consider amending its zoning map and/or Unified Land Development Code to align the zoning of the property to its proposed use.

§ 8.11 – Use exceptions

[…]

B. *Use exceptions permitted*

[…]

B. The Village Commission may permit the following buildings and uses as use exceptions, provided there are clear indications that such exceptions will not substantially affect adversely the uses permitted in these regulations of adjacent property.

[…]

6. Uses that provide a public benefit (parks, open space, and other public amenities) that will not adversely affect the existing adjacent uses, the uses permitted in the zoning district of the subject property, or the uses permitted in the zoning district of the adjacent properties.

8. Consistency with Comprehensive Plan

This request is generally consistent with the NBV100 Comprehensive Plan as it relates to the provision of public buildings and grounds, government-provided uses and facilities, and parks and recreation spaces. The proposal that this request supports is also consistent with certain aspects of the Intergovernmental Coordination Element pertaining to coordination related to public schools and with the Public School Facilities Element's policies that encourage joint use facilities and the creation of logical focus points for community activity.

9. Compliance with the ULDC and Compatibility with Adjacent Uses

The Use Exception request is consistent with the provisions of Sec. 8.11.B.6. The use proposed would provide a public benefit to the entire community by creating a new approximately 3,200 square-foot multi-use community room and other community-serving uses within the structure along with new paddle and pickleball courts on the Village-owned property, and soccer fields on the MDCPS property. The proposed uses are compatible with the function of the school property and complement the neighborhood around the Village-owned property. The proposal will provide a community benefit not only by expanding the scope of recreation infrastructure within the Village and offering needed gathering space for residents, but also because the project is a significant improvement on the Village facilities that exist on the site today, consisting of a dilapidated building and public works yard. Approval of the use exception would also support the implementation of the remainder of the proposed project, which would improve the underutilized and poorly maintained space behind the elementary school.

Recommendation

Staff recommend approval of the Use Exception with the following conditions.

Conditions

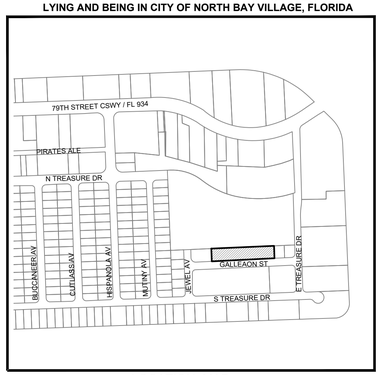
1. The Use Exception expires two years from the date this Resolution is approved unless a building permit to implement the proposed site plan is obtained and substantial construction has commenced.

List of Attachments to Staff Report

Attachment 1 – Boundary Survey
Attachment 2 – AFA Proposal and Conceptual Plans
Attachment 3 – Draft Resolution

MAP OF BOUNDARY SURVEY

SECTION 9 - TOWNSHIP 53 SOUTH - RANGE 42 EAST
LYING AND BEING IN CITY OF NORTH BAY VILLAGE, FLORIDA



LOCATION MAP
(NOT TO SCALE)

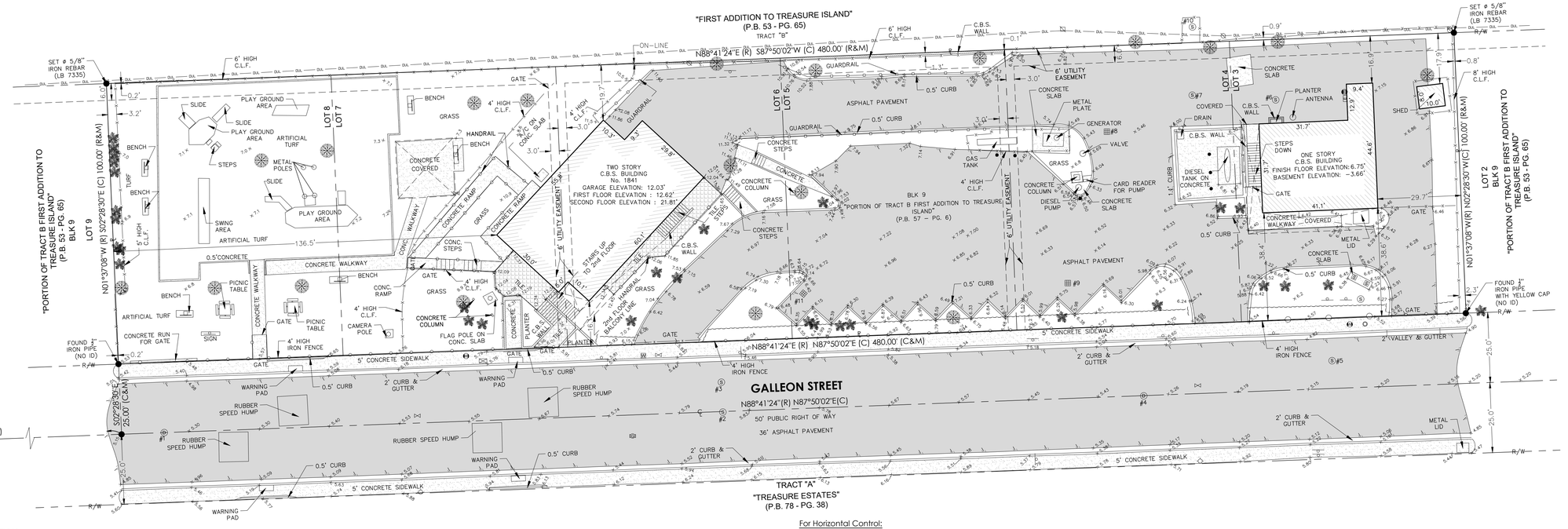
N

STRUCTURES TABLE

NUMBER	STRUCTURE	RIM ELEVATION	DIRECTION	TYPE	SIZE	INVERT	BOTTOM ELEVATION	SEDIMENT ELEVATION	NOTE
1	DRAINAGE MANHOLE	5.33'	W	RUBBER	18''	-4.12'	-4.17'		
			E	RUBBER	18''	-4.17'			
			N	PVC	4''	2.43'			
2	SANITARY MANHOLE	5.89'	E	PVC	8''	-3.34'	-5.26'		
			S	CLAY	10''	-0.05'			
			W	RUBBER	18''	-4.69'			
3	SANITARY MANHOLE	5.74'	E		18''	-5.10'	-5.12'		UNABLE TO SEE MATERIAL
									FLOODED COULDN'T SEE WEST BOUND
4	DRAINAGE MANHOLE	5.45'	N	UNKNOWN	7''	0.6'	-2.57'		
			E	PVC	8''	-2.51'			
			W	PVC	8''	-2.57'			
5	SANITARY MANHOLE	5.27'					-5.54'		FLOODED, WATER LEVEL 8.63'
6	SANITARY MANHOLE	5.78'	S	PVC	12''	-6.45'	-6.45'		
			W1	PVC	8''	-6.37'			
			W2	UNKNOWN	8''	-5.06'			
7	SANITARY MANHOLE	6.25'	N	PVC	8''	-3.91'	-4.40'		
			E	PVC	8''	-4.39'			
8	CATCH BASIN	5.29'	S	RUBBER	8''	1.36'	-1.41'		
9	CATCH BASIN	5.53'	NE	RUBBER	8''	1.08'	-0.52'		
			S	RUBBER	8''	0.58'			
			W	RUBBER	8''	1.20'			
10	SANITARY MANHOLE	5.96'	E	PVC	8''	-3.56'	-3.69'		
			S	PVC	8''	-3.64'			
11	CATCH BASIN	6.17'	E	RUBBER	8''	1.32'	-0.28'		

N
W E
S

GRAPHIC SCALE IN FEET
20 0 10 20 40
SCALE: 1" = 20'



LEGAL DESCRIPTION:

Lots 3, 4, 5, 6, 7 and 8 of the Plat "PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND" according to the Plat thereof as recorded in Plat Book 57 at Page 6 of the Public Records of Miami-Dade County, Florida.

SURVEYOR'S NOTES:

DATE OF FIELD SURVEY:

The date of completion of the original field Survey was on April 29, 2023.

PROPERTY INFORMATION:

Folio No.: 23-3209-014-0200
Property Address: 1841 Galleon Street, North Bay Village, FL 33141.

Containing 47,999.302 sq. ft. or 1.102 acres, more or less, by calculations.

ACCURACY:

The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds (Linear: 1 foot in 7,500 feet) Administrative Code.

The elevations as shown are based on a closed level between the two benchmarks noted on this survey.

The Vertical Accuracy obtained on this "Boundary Survey" exceeds the calculated value of closure in feet of plus or minus 0.05 feet times the square root of the distance in miles a commonly value accepted in the construction and surveying industry.

Elevations of well identified features as depicted on the Survey Map were measured to an estimated vertical position accuracy of 1/100 of a foot on hard surfaces and 1/10 of a foot on ground surfaces.

Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.

This Map of Survey is intended to be displayed at a scale of One inch equals Twenty feet or smaller.

LEGEND AND ABBREVIATIONS

- = CATCH BASIN
- S = SEWER CAP
- = PALM TREE
- = TREE
- = ELECTRIC METER
- O = CLEANOUT
- = SIGN
- W = WATER METER
- = GAS VALVE
- = MAILBOX
- = WATER VALVE
- = FIRE HYDRANT
- S = SANITARY MANHOLE
- D = STORM MANHOLE
- W = WATER BOX
- = BOLLARD
- = WOODEN UTILITY POLE
- = METAL UTILITY POLE
- PG. = PAGE
- ELEV. = ELEVATION
- x.00 = SPOT ELEVATION
- CONC. = CONCRETE
- C.B.S. = CONCRETE BLOCK STUCCO
- C.L.F. = CHAIN LINK FENCE
- (R) = RECORD
- (C) = CALCULATED
- (M) = MEASURE
- LB = LICENSE BUSINESS
- ID = IDENTIFICATION
- R/W = RIGHT-OF-WAY
- P.B. = PLAT BOOK
- ℄ = CENTERLINE
- ℘ = PROPERTY LINE
- TILE
- ASPHALT
- CONCRETE

DATA SOURCES USED FOR SURVEY:

For Vertical Control:

All elevations shown hereon are based on the National Geodetic Vertical Datum of 1929 (N.G.V.D. '29), and Benchmarks supplied by the Public Works and Waste Management Department of Miami-Dade County, Florida.

Benchmark: DOT BM — Elevation: + 15.56' (N.G.V.D. '29)
Loc1 ---------- 79 ST CSWY.
Loc2 ---------- TREASURE ISLAND & NORMANDY ISLE --- BRIDGE BETWEEN.
Description ---------- DOT BRASS DISC IN SIDEWALK IN SW CORNER OF BRIDGE.

Benchmark: P-313 — Elevation: + 5.27' (N.G.V.D. '29)
Loc1 ---------- N TREASURE DRIVE --- 50' NORTH OF NORTH CURB.
Loc2 ---------- HISPANOLA AVE --- 3' EAST OF EAST CURB OF SOUTHBOND LANE.
Description ---------- US C & G BRASS DISC IN TOP OF NW CORNER OF SEWER PUMPING STATION.

Public Records:

Plat of "PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND" according to the Plat thereof as recorded in Plat Book 57 at Page 6 of the Public Records of Miami-Dade County, Florida.

Plat of "TREASURE ESTATES" according to the Plat thereof as recorded in Plat Book 78 at Page 38 of the Public Records of Miami-Dade County, Florida.

Plat of "FIRST ADDICTION TO TREASURE ISLAND" according to the Plat thereof as recorded in Plat Book 53 at Page 65 of the Public Records of Miami-Dade County, Florida.

This project area appears to be located in Flood Zone "AE", with a Base Flood Elevation being "8 & 9 Feet ", as per Federal Emergency Management Agency (FEMA) Community-Panel Number 120654 (City of North Bay Village), Map No. 12086C0307, Suffix L. Map Revised Date: September 11, 2009.

For Horizontal Control:

Bearing and coordinates (Northing and Easting) are relative to the Florida State Plane Coordinate System, Florida East Zone 0901, North American Datum (NAD) 1983 adjustment of 2011 (NAD83/2011)-Epoch 2010.0000; with a bearing of N87°50'02"E being established for the Centerline of Galleon Street, said line to be considered a well established and monumented line.

Global Positioning System (G.P.S.), measurements were conducted in the field to acquire said coordinate values which are based on the connection with the following Horizontal Control Stations:

Name: Miami Beach
Code: FLMB
Geographic Coordinates:
Latitude: 25° 46' 57.83786" N
Longitude: 80° 8' 14.16764" W
State Plane Coordinates:
Northing: 527,654.43713 US Feet
Easting: 940,056.84106 US Feet
Creation Date: 17-07-2014
Receiver Type: Leica GR 10
Satellite System: GPS and GLONASS

Name: North Dade
Code: FLND
Geographic Coordinates:
Latitude: 25° 57' 56.76791" N
Longitude: 80° 10' 02.22323" W
State Plane Coordinates:
Northing: 594119.590 US Feet
Easting: 929757.538 US Feet
Receiver Type: Leica GR30
Satellite System: GPS and GLONASS

The referenced Station is part of National Geodetic Survey (NGS) Control Network.

LIMITATIONS:

Since no other information were furnished other than that is cited under data sources, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Records of Miami-Dade County.

The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual that may appear on the Public Records of this County.

No excavation or determination was made as to how the Subject Property is served by utilities.

No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon.

PURPOSE OF SURVEY:

The purpose of this survey is for design.

CLIENT INFORMATION:

This Boundary Survey was prepared at the insistence of and certified to:

STANTEC

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Boundary Survey" and the Survey Map was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Boundary Survey" meets the intent of the applicable provisions of the Standards of Practice for Land Surveying in the State of Florida, pursuant to Rule 5J-17 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2023.05.18 17:45:08 -04'00'

Eduardo M. Suarez, PSM
Professional Surveyor and Mapper LS6313
State of Florida

Eduardo M. Suarez
No.6313
STATE OF FLORIDA
Professional Surveyor & Mapper

NOTICE: Not valid without the digital signature and seal and/or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions and deletions to this map to Survey by other than the signing party are prohibited without the written consent of the signing party.

LONGITUDE SURVEYORS
7700 N. Kendall Drive, Suite 705
Miami, FL 33156
PH: (305) 463-0912
FAX: (305) 513-5680
FLORIDA CERTIFICATE OF AUTHORIZATION LB 7335
WWW.LONGITUDESURVEYORS.COM

RECORD OF REVISION

No.:	Date:	Description	By:-

Project Name: **1841 GALLEON STREET SURVEY**

Project Address: 1841 GALLEON STREET, CITY OF NORTH BAY VILLAGE, FL 33141

Scale:	AS SHOWN
Drawn By:	DS
Checked By:	EMS
Managed By:	GP
Drawing Date:	May 1, 2023
Project No.:	23086.0.01

Sheet 1 of 1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.

1620

TIES Proposed Project

DEVELOPMENT AND OPERATION OF RECREATIONAL FACILITIES AND PROGRAMS (9/16/23)

NORTH BAY VILLAGE
EST. 1945

Project Overview

- **North Bay Village (NBV)** has been considering a partnership that would bring new recreational amenities and services for **Treasure Island Elementary School (TIES)** students, NBV residents, and the public, while minimizing taxpayer expense.

- The **Argentine Football Association (AFA)** won an open bidding process to partner with NBV on the redevelopment of the **NBV Public Works Lot** on Galleon Street, which currently holds a condemned building, parking for sanitation trucks, and a sewer pump station set to be moved underground.

- The site would then house the 1st-ever NBV **community center** and **padel and pickleball courts** for the community to enjoy.

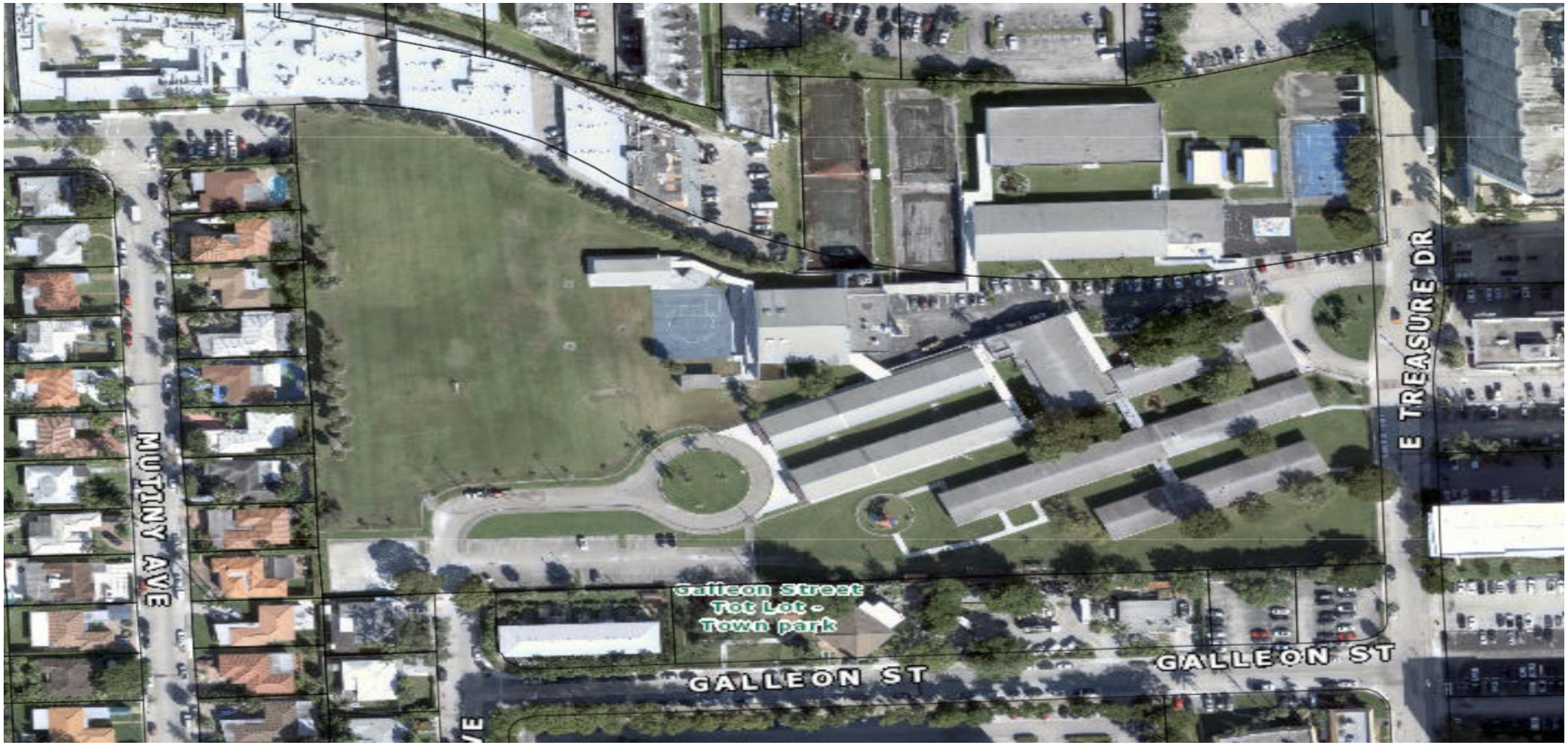
Project Overview (cont.)

- If approved by the **Miami-Dade County Public School Board (MDCPS)**, the project will include new amenities and offerings at **TIES**, such as:
  - 5 state-of-the-art, illuminated, multipurpose fields
  - A perimeter exercise path for residents of all ages and abilities
  - A plug-and-play after-school program for TIES students and recreational programming run by AFA's sports professionals
- The new facilities and offerings will make the school and the area one of the most attractive for families anywhere in South Florida.

Project Timeline

- **2016**: MDCPS & NBV enter into Joint-Use Agreement (JUA) so that the public can use basketball court (Monday-Friday 6pm-9pm, Saturday-Sunday 8am-9pm)
- **2020**: JUA expanded to include public use of other recreational areas
- **Early 2021**: NBV hires architect and begins designing improvements
- **Late 2021**: NBV receives unsolicited proposal from Argentine Football Association (AFA) to partner on improvements at TIES and at Galleon Street site
- **Early 2022**: NBV Village Commission authorizes Village Manager to enter into discussions with MDCPS and AFA about arrangement to make improvements and add afterschool/evening/weekend programming
- **Late 2022**: MDCPS Board authorizes MDCPS staff to enter into these discussions
- **December 18, 2022**: Argentina wins FIFA World Cup
- **2023**: MDCPS & NBV discuss potential project; MDCPS Board votes to allow staff to finish discussions/negotiations; town hall meeting at TIES; final vote by MDCPS Board; final vote by NBV Commission

Location



1107

Existing Conditions of TIES Site



Handball Courts



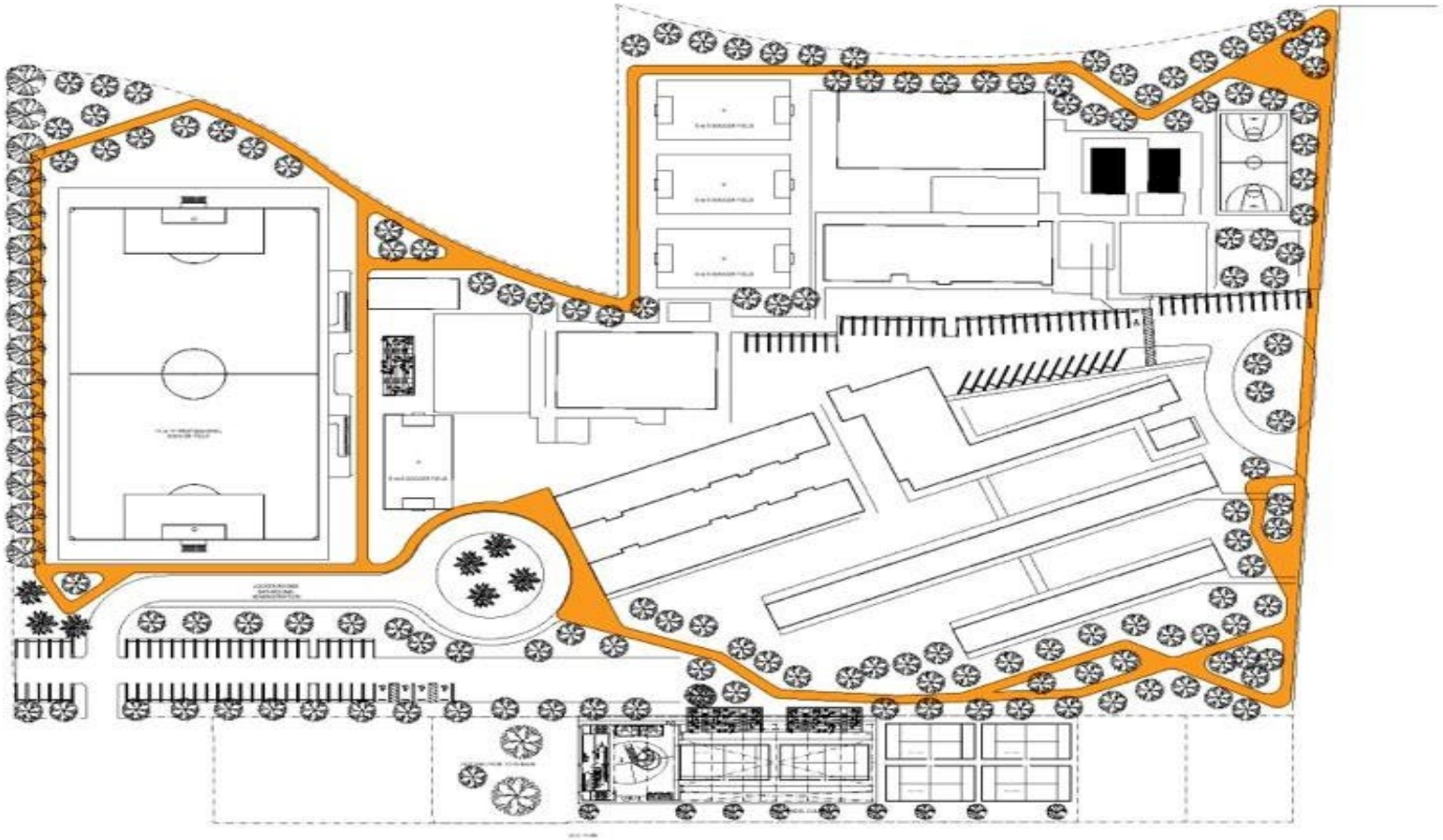
Tennis Courts

Existing Conditions of Field



Flooded Fields

Proposed Site Layout











CONSTRUKOMUSA – PLANA INTERNATIONAL



CONSTRUKOMUSA – PLANA INTERNATIONAL



CONSTRUKOMUSA – PLANA INTERNATIONAL

Project Financials

	AFA	NBV
Investment	@ $7M	@ $4M
Scope	On School site: Multipurpose Fields, 50% of walking paths, partial lighting, partial landscaping On Village site: Community Center, Padel Courts	On School site: 50% of walking paths, play areas, partial lighting, partial landscaping On Village site: Demolition of existing facilities

Benefits to TIES Students, NBV Residents & Public

1. Expand recreational opportunities for people of a wide range of ages & abilities
2. Beautify TIES property and minimize flooding on TIES fields
3. Provide a community center, 5 turf multipurpose fields, 4 padel courts, 2 pickleball courts
4. Secure a Parks & Recreation programming partner
5. Twenty-five (25) Soccer Academy scholarships for NBV youth
6. Potentially enjoy increased enrollment at TIES
7. Experience increased property values due to community asset

Key Items

- School Access – TIES students can use all TIES facilities during school hours
- Afterschool programming for TIES students
- Interior Fencing – NBV will add an interior fence surrounding all buildings, wherever MDCPS would like
- Field maintenance – NBV will be responsible each night
- Security – NBV will provide a security officer at all times when TIES is open to the public; NBV Police will be on site for large events
- Operating hours – start times, end times, including different potential end times for different parts of the property
- Summer programming – year-by-year
- Parking – 195 spots total: 78 spaces at/near TIES, 10 at municipal lot, 107 at Galleon St./N Treasure Drive/Hispanola Ave.; likely introducing parking app program by Spring 2024

Next Steps

- MDCPS/NBV to continue discussions
- MDCPS Board to vote on final arrangement – Date TBA
- Design/Permitting/Construction at TIES @ 12 months
- Design/Permitting/Construction at Galleon Site @ 2.5 years

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Argentine Football Association (AFA) (the "Applicant") is proposing to develop community-serving facilities along with an AFA U.S. headquarters and training facility on North Bay Village's current public works yard property which encompasses approximately 48,000 square feet., located at 1851 Galleon Street (the "Property"), with a legal description as shown in Exhibit A; and

WHEREAS, the referenced property is zoned RM-40 Medium Density Multiple Family Residential District, where the proposed use is not permitted as of right; and

WHEREAS, Section 8.11.B.6. grants the Village Commission authority to permit by exception uses that provide a public benefit (e.g., parks, open space and other public amenities) that will not adversely affect the existing adjacent uses, the uses permitted in the zoning district of the subject property, or the uses permitted in the zoning district of the adjacent properties; and

WHEREAS, the Applicant, as part of this application, requests approval of a use exception under the provisions of this section, to permit the referenced uses to be located on the Property; and

WHEREAS, after a duly noticed public hearing held on September 14, 2023, the Planning and Zoning Board voted to recommend approval 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 _____, 2023 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Use Exception is consistent with the Village's 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. Findings. The Village Commission finds that the proposed Use Exception (i) would provide a public benefit that will not adversely affect the existing adjacent uses, the uses permitted in the zoning district of the subject property, or the uses permitted in the zoning district of the adjacent properties; and (ii) that this proposal otherwise meets the requirements of the ULDC.

Section 3. Decision; Conditions. Pursuant to Section 8.11 of the ULDC, a Use Exception for the AFA training facilities and U.S. headquarters at 1851 Galleon Drive to serve the needs of the community is hereby [approved/approved with conditions/denied], [subject to the following conditions]:

1. The Use Exception expires two years from the date this Resolution is approved unless a building permit to implement the proposed site plan is obtained and substantial construction has commenced.

Section 4. Violation of Conditions; Limitation of Approval. Noncompliance with the terms and conditions of this approval shall be considered a violation, and penalties may include but are not limited to revocation of the approval granted by this resolution. 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. 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 Andrew Rotondaro	___
Commissioner Rachel Streitfeld	___

PASSED AND ADOPTED on this ___ day of_____, 2023.

_____
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: 1851 Galleon Street, NORTH BAY VILLAGE

Folio Number: 23-3209-014-0200

Legal Description: TREASURE ISLAND 1ST ADDN PORT OF TR B, PB 57-6 LOT 3 THRU 8 BLK 9 of the Public Records of Miami-Dade County, Florida.

Exhibit “B”
Schematic Architectural Plan Sheets A-1.0 to A-8.0 dated 6/20/21

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - SEPT. 28, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

09/18/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
18 day of SEPTEMBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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 SECOND REGULAR MEETING ON SEPTEMBER 28, 2023 AT APPROXIMATELY 6:30 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:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC , TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF REGULARLY APPLICABLE PARKING REQUIREMENTS; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

9/28/2023

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER DENSITY RIGHTS FOR 16 DWELLING UNITS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; 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; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) BY COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $10,000,000 OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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 IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 844 4526 6697
PASSCODE: 211503

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) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). 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 .

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9/28/2023

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE 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. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
9/18

23-59/0000684419M

3/3

ITEM NO. 13.H

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A Resolution to Consider a Site Plan Approval Application for a Multifamily Residential Project to Be Located at 7938-7940 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 / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER 16 DENSITY RIGHTS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; 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; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: At the September 14, 2023 Planning and Zoning Board meeting, the Board voted 4-0 to forward to the Commission a recommendation of approval subject to conditions recommended by Staff. The approval of this item is contingent upon the granting of companion variances being requested by the Applicant per Sec. 7.3, as well as a compact parking exception per Sec. 9.3.E.5.

BACKGROUND AND ANALYSIS

Refer to attached Staff report and attachments.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
n/a

PERSONNEL IMPACT
n/a

ATTACHMENTS
Staff Report_7940 West Dr Site Plan Approval_VC_092823.pdf
Attachment 1_7940 W Dr Site Plan LOI and Application.pdf
Attachment_2_7940_W_Dr_Architectural_Plans.pdf
Attachement 3_7940 W. Dr Landscape Plans (Updated).pdf
Attachment 4_7940 W Dr Civil Plans (Updated).pdf
Attachment 5_7940 W Dr_PHOTOMETRICS.pdf
Attachment 6_7940 W Dr_LEVEL OF SERVICE (LOS) ASSESSMENT.pdf
Attachment 7_7940 W Dr Traffic Impact Analysis_signed.pdf
Attachment 7a_7940 W Dr Response - Comments Maneuverability Analysis.pdf
Attachment 8_7940 W Dr_NBV_NGBS_and Green Building Program.pdf
Attachment_9_Reso_Site_Plan_7940_West_Drive_VC__092823_.docx
DBR Meeting Notice 09.28.23.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: **September 28, 2023**

To: **Mayor and Commission**

From: **Silvia E. Vargas, FAICP, Village Planner via Village Manager Ralph Rosado**

Subject: **Site Plan for 7940 West Drive**

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1. General Information

Owner/Applicant:	7940 NBV Partners LLC
Applicant Address:	201 Sevilla Ave., Suite 300, Coral Gables FL
Site Address:	7938-7940 West Drive
Site Acreage	0.77ac (33,602 sf)
Folio Number(s)	23-3209-001-0420 and 23-3209-001-0400
Contact Person/Owner Representative:	Peter Kaisarys/Graham Penn
Phone Number:	912-398-1775 / 305-377-6229
E-mail Address	peter@fortisdesign.build/gpenn@brzoninglaw.com

2. Legal Description of Subject Property

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.

Refer to Sheet A-002 of Architectural Plans binder, included as Attachment 2.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	High Density Multifamily Residential
Zoning District	RM-70
Existing Land Use	Vacant

4. Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	High Density Multifamily Residential
	Zoning District	RM-70
	Existing Land Use	Mid-rise Multifamily Residential (rental)
East	Future Land Use	High Density Multifamily Residential
	Zoning District	RM-70
	Existing Land Use	Low-rise Multifamily Residential
South	Future Land Use	High Density Multifamily Residential
	Zoning District	Multifamily
	Existing Land Use	High-rise Multifamily Residential (condominium)
West	Future Land Use	Water
	Zoning District	Water
	Existing Land Use	Water (Biscayne Bay)

5. Description of Applicant's Request

NOTE: Submitted July 18, 2023, this Application is being considered under the current provisions of the RM-70 zoning district and related standards.

The Applicant requests approval of a Site Plan for development of a multifamily residential project, located immediately south of MODA, at the end of West Drive in Harbor Island. The project includes 16 units attained through a transfer of density rights (which is part of the request) from the Village-owned TDR pool pursuant to Sections 8.10.D.4.d. and 8.13. Accordingly, the requested transfer of density rights, if approved, will result in a density of 91 units per acre (30% above the maximum base density of 70 units per acre), which is the maximum density achievable via a density rights transfer.

The Applicant is also requesting the maximum bonus height available via Section 8.12. The Applicant is also using the additional height associated with the transfer of density rights, resulting in a maximum building height of 311 feet and 10 inches (not including mechanical structures located on the rooftop, which are exempt from the height limit per Section 8.17.G.

The Site Plan Application (included as Attachment 1) is accompanied by the following requests, which are being reviewed as separate items on the PZB agenda:

- Variance per Section 7.3 to reduce the width of the internal parking garage drive/ramp to 22 feet, where 23 feet are required.

- Variance per Section 7.3 to reduce the required number of parking spaces to 135 where the current requirement is 212. This variance request anticipates the amendment of the parking requirements for multifamily residential uses to a maximum, as per the proposal that was reviewed by the PZB in July 2023 and which is going to first reading by the Commission on September 12, 2023.

  These two reductions decrease the height of the pedestal, creating a better proportion of the building elements; while also shrinking the overall footprint and floorplate of the building.

- Approval of exception pursuant to Section 9.3.E.5. to provide up to twenty percent (20%) of the approved parking as compact spaces.

The complete application packet is included as Attachment X.

7. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

The proposed use is consistent with the High Density Multifamily Residential Future Land Use category of the Comprehensive Plan (Policy 2.1.2) and does not exceed the maximum density with TDRs, as established in the Comprehensive Plan.

The proposed project supports the Goals, Objectives and Policies of the Comprehensive Plan's NBV100 Vision; Policy 2.1.13 in the Future Land Use Element in reference to transfer of density rights; Objective 2.2 pertaining to the promotion of the Village as a sustainable, resilient and attractive waterfront community; Policy 2.2.2 whereby the Village encourages private developments to improve landscapes in their front elevations; Policy 2.2.5. emphasizing attributes of good quality development, and related policy statements in other elements of the Plan. In addition, through the Site Plan review, Staff has ensured that the proposed development is consistent with the Plan's policies relating to levels of service, infrastructure capacity; stormwater management and similar issues.

NBV100 Master Plan – Pillars and Goals

The goal of NBV100 is to equip North Bay Village with the tools necessary to become a more complete, sustainable, and economically successful community that can adapt to the challenges of a changing climate. The NBV100 vision is framed through three pillars and several related goals. The following assessment addresses each goal that relates to the Project.

Livability
The Livability principle focuses on the desire by the three-island community to have a stronger sense of place to more accurately reflect the existing civic pride, create a more people-centered public realm, and leverage the value of NBV's privileged but underutilized bay frontage. Key goals in making NBV a more livable home to its residents involve greater walkability; more public access to the waterfront; additional gathering spaces and services; and projecting a renewed and art-infused village image to the world.

(1) Prioritize people over cars.
(2) Embrace the waterfront.
(3) Improve the quality of life.

(4) Synergize public space to refresh NBV identity.

Staff Evaluation: The proposed is consistent with and supportive of the livability principle. The site is connected by walkways to the Harbor Island pedestrian network.

The unit mix includes seventeen (17) two-bedroom and fifty-three (53) three-plus-bedroom units, large in interior area to attract long-term residents, per the Applicant's description. The building will offer amenities on floor seven, including flex workspace for residents (making it easier for residents to work on site/remotely and to forgo vehicular commutes), a library, a kids play space, golf/sport simulator, lounge, and zen garden. On the 26th floor, additional amenities include a gym, and a swimming pool is located on the 27th floor.

The Applicant is also seeking de-emphasize the automobile by reducing the number of parking spaces in the parking garage through a variance process. The reduction would be consistent with an amended Section 9.3, which would embrace a maximum parking standard lower than the current minimum.

The Project complies with provisions requiring the creation of a new segment of the Island Walk, to be connected to existing segments on adjacent properties and accessed via a View Corridor on the south side of the property and an additional walkway on the north side, connecting the public sidewalk to the waterfront and significantly contributing to expand the scope of the Island Walk in Harbor Island.

Resiliency
In order to ensure its Resilience, NBV must address how to secure the perimeter of the islands to keep the bay water out while efficiently managing the water that does come ashore. Adjusting sea walls, raising grades, good infrastructure planning and maintenance, as well as responsible stewardship of the bayfront edge's natural ecosystem, will be primary objectives.

(1) Created in water.
(2) Protected from water.
(3) Thriving with water.

Staff Evaluation: The Project will improve the seawall as part of the overall development of the site to comply with the applicable requirement of the ULDC. In addition, the Project is required to provide a minimum pervious area of twenty percent (20%) with pervious areas at the ground level required to be landscaped.

The Project must also incorporate green building features to meet the requirements of the Village's Green Building Program (Division 5 of the ULDC). According to documentation provided, the Project has been registered for, and the Applicant has retained a professional to assist in pursuing, NGBS Gold Certification for the building. Combined with the incorporation of additional green building features including EV charging stations, a cool roof, cool pavement, and EnergyStar-rated appliances, could achieve up to 30 points from the Village's Green Building Program.

Prosperity

The desire for Prosperity speaks to the shared goal to see the Village Center attract more retail, businesses and services that have found homes elsewhere in the region and bypassed NBV during prior boom years. The key to changing this pattern is linked to reinventing Kennedy Causeway as a welcoming pedestrian-oriented and business-friendly mixed-use main street and getting away from the existing car-oriented highway with disconnected shopping centers and isolated towers.

(*1) Capitalize on existing resources.*
(2) Increase private property value.
(3) Optimize and manage parking.
(4) Incentivize flexibility and predictability; and

Staff Evaluation: The Project seeks to develop on a long-time vacant site in Harbor Island. By focusing on ownership units of a size to accommodate families, the Project will provide for the needs of current and future residents and is anticipated to raise the value of the property and the properties around it, and to increase revenue to the Village through the payment of fees for TDRs and bonus height, as well as recurring property taxes after completion. The Project is designed to try to reduce dependence on the automobile by providing work and play spaces on site, by discouraging residents of the Project from having multiple vehicles through a reduction of parking, while encouraging alternative modes of transportation by providing ample bicycle parking and storage and by improving pedestrian facilities on and adjacent to the site. The project meets the flood protection requirements of Sections 10.5.B.2. of the ULDC and provides the minimum 20% required pervious area. There are green/landscaped areas at the ground level as well as on the amenities deck.

8. Site Plan Approval Criteria

Section 5.8.(B)(9)(c) requires the Planning and Zoning Board and Village Commission of North Bay Village to review a site plan approval request against the following criteria. (Note: Applicant has not provided remarks in response to these criteria).

(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

Staff Evaluation: The Project involves the development of a vacant site surrounded by a variety of developed properties with wide range of densities and building heights. While allowed by the ULDC, the Project's proposed building height of 312 feet (27 stories) plus mechanical equipment represents a significant contrast to existing development on the adjacent properties, particularly across the street to the west, where original one- to three-story buildings exist. The Applicant seeks to reduce shade and wind impacts by decreasing the relative footprint of the building. To do so, the Applicant is requesting approval of a variance to reduce the parking requirement and a variance to reduce the width of the internal parking garage aisle or drive. These reductions have the result of a slenderer building. It is undetermined, however, if other choices might better mitigate the impact of building height on the surrounding area (e.g., visual/shadows, wind, obstructed views) without the need to reduce parking or aisle width.

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

Staff Evaluation: The Applicant seeks a variance to provide 135 parking spaces where 212 are required. The reduction is based on a position that the current parking requirement is excessive for this use, supported by the Village's current proposal to shift to a maximum parking standard for multifamily residential uses, which would be lower than the current minimum requirement. Consistency with this criterion will be contingent upon approval of the variance. The Applicant is also seeking special approval of an exception to provide up to 20% of the total spaces (subject to approval of the variance reducing the number of spaces). If the exception is approved, the Applicant will be obligated to provide valet parking in perpetuity. The Letter of Intent indicates that valet parking will be provided to serve the Project, although in combination with self-parking.

Loading facilities are provided in the required number and sizes. This will help ensure that parking and loading functions to serve the needs of the project are confined to the site. Staff will require garbage pick-up trucks and other large vehicles entering the loading zones from the north driveway to follow the normal flow of traffic around the roundabout per the Updated Maneuverability Analysis submitted by the Applicant and dated 09/06/23. It is understood at this time that the garbage pick-up trucks enter MODA first before going around the roundabout to head back south on West Drive.

(3) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

Staff Evaluation: Section 8.10.D.4. establishes the maximum development envelope including according to the minimum setback requirements. The proposed Site Plan complies with the minimum setbacks and provides the required pervious areas, open space and landscaping requirements.

(4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

Staff Evaluation: The Applicant has submitted a Traffic Impact Study (by Kimley-Horn) and has satisfied multiple rounds of review comments from Staff. Optimization of the signal timings at the intersection of 79th Street Causeway/John F Kennedy Causeway/SR 934 and Harbor Island Drive is proposed to improve approach delay, leading to all approaches continuing to operate with equal or less delay under future total conditions as compared to future background conditions. Kimley-Horn notes, however, that signal timing optimization would not be coordinated at this time given that it is a future condition, but signal timings are optimized on an on-going basis by Miami-Dade County Department of Transportation and Public Works - Traffic Signals & Signs Division. Staff recommends a condition that 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.

The Applicant also submitted a Level of Service (LOS) Assessment by Schwebke Shiskin & Associates (SSA) indicating that the Project will not negatively impact adopted levels of service. With respect to the moratorium on connections to the sewer system, the study acknowledges that until the Village's PS improvement project is completed, connection of the Project to the gravity sewer system is not feasible and that the Project may therefore need a private pump station and

public force main (FM) extension and connection to an existing 20" force main located in the intersection between John F. Kennedy Cswy (NE 79th St. / SR 934) and Larry Paskow Way to provide service to the proposed development. However, should North Bay Village complete the sewer improvement project before this project is ready for construction, the owner may modify the permit and connect to the existing gravity sewer main in front of the property in West Drive.

Documentation of compliance with the applicable Level of Service (LOS) requirements, including those pertaining to schools, drainage, fire flows, and all other required approvals from external infrastructure agencies for the project, including Miami-Dade County DERM, Water and Sewer Department (WASD), and Fire Rescue must be submitted prior to issuance of a building permit.

9. Compliance with Unified Land Development Code

Save for the issues pending approval of the requested variances and the related compact parking exception, the project complies with other applicable requirements of the Unified Land Development Code. Any items requiring additional clarification (shown in red below) are set as conditions for the building permit.

RM-70 Zoning District (Sec. 8.10.D.)		
Regulation	**Standard/Requirement**	**Provided**
Maximum Base Density	70 units per acre (upa) = 54	54 units
TDRs (Sec. 8.13)	Max of 30% above base density = 16	16 units
Total Units	n/a	70 units
Maximum Density	n/a	90.75 upa
Community Contribution Fee (CCF) for TDRs	$1,200,000 at $75,000 per TDR (waterfront) 100% of CCF payable within 90 days of Site Plan Approval	

Lot Area	27,000 sf min	33,600 sf
Frontage	75 ft	240 ft
Pervious Area	20% min of lot area	20%
Open Space Requirement	0 but pervious lot area at ground level must remain open and landscaped	20%

Building Setbacks		
Primary Front–Kennedy Cswy.	20 ft. min.	n/a
NE 79th Street (north side)	40 ft. min.	n/a
Kennedy Causeway (south side)	60 ft. min.	n/a
Other street frontages	25 ft. min.	25 ft.
Rear	25 ft. min.	25 ft
Adjacent single-family district	100 ft. min.	n/a
One side (interior)	15 ft. min.	15 ft.
Second side (interior)	20% of lot width = 48 ft	48 ft.

Total side setback area free of structures at ground level	60 ft. min.	63 ft.

Maximum Base Building Height	150 ft.	150 ft.
Maximum Height Bonus	90 ft.	90 ft.
Additional Height Bonus for TDRs	30% of max height = 72 ft.	72 ft.
Overall Maximum Building Height	312 ft	253 ft.-10 in.
Rooftop Mechanical	Exempt from restriction	24 ft.

Parking Requirements (Sec. 9.3)		
	Required	**Provided**
MFR • Min 1.5 space per efficiency • Min 2 spaces per 1- and 2-bedroom • Min 3 spaces per 3+ bedroom • Min Visitor – 10% of total required	 n/a 34 159 19	 n/a 26 95 14
TOTAL	212	135 (compliance subject to approval of variance)
NOTE: Estimated *maximum* number of spaces allowed if proposed amendments to ULDC are adopted = 166 spaces		
Compact parking spaces	Max 20% of total required = 42 of 212	27 (20% of 135 – compliance subject to approval of exception per Sec. 9.3.E.5.)
• Bicycle -1 sp/5 dwellings • EV – 5% of required spaces • Handicapped	14 11 2	100 10 (7 if variance is granted) 2
Structured Parking Design	Per Sec. 9.3.I.	Documentation of compliance shall be submitted prior to building permit
Parking Space Design	Per Sec. 9.3.E. Standard – 9' X 18' Compact – 8' X 16' Accessible – 13' x 18'	 106 27 2
Loading Berths Multifamily Residential (100,000+ sf)	 3 @ 12 ft X 30 ft	 3 @ 12 ft X 30 ft

DIVISION 5 – GREEN BUILDING PROGRAM AND SEC. 8.10.D.5.h.		
Regulation	**Standard/Requirement**	**Intended**
Project with TDRs	24 points min	30 pts
Electrical Vehicle Charging Station	2 pts/station up to 4 pts	4 pts
White/Cool Roof	4 pts	4 pts
White/Cool Pavement	4 pts	4 pts
Energy STar rating for all appliances	4 pts	4 pts
NGBS Gold certification	14 pts	14 pts

Recommendation

Staff finds that the project is consistent with the policies of the NBV100 Comprehensive Plan and the pillars and strategies of the NBV100 Master Plan. In addition, the project largely meets the Site Plan approval criteria and the current provisions of the ULDC, except for those items that are the subject of the Applicant's requests for deviations or exceptions. As recommended by the Planning and Zoning Board on September 14, 2023, approval of the Site Plan is contingent on all three requests being approved first by the Commission, and subject to the conditions listed below. It should be noted that the Board voted to recommend approval of the aisle width reduction and the compact parking special exception. However, a motion to approve the parking reduction variance failed to pass.

Any decision by the Commission may take into consideration but should not be based on the impending amendments to the ULDC.

Approval of this Site Plan shall not indicate or imply approval of working drawings (plans) and specifications required for building permits. All conditions shall be met as stated.

Conditions

General conditions

1. The Project Approval shall be valid for two (2) years, commencing on the effective date of the Approval Resolution, within which time the Applicant must obtain the Master Building Permit, except as provided in the Development Agreement or applicable law. No more than two (2) additional 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 (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the "Project Validity Period"). 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 approval and the Development Agreement pursuant to Section 4.d of the Development Agreement.
3. 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 payments, 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.
4. 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.
5. 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 (Attachment 2):
      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) (Attachment 3):
   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) (Attachment 4):
   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 (Attachment 5).
E. Level of Service Assessment prepared by Schwebke, Shiskin & Associates, digitally signed by Hernando J. Navas on 6/6/23 (Attachment 6).
F. Traffic Impact Analysis prepared by Kimley Horn, dated June 2023; digitally signed by Cory Dorman, P.E. 06/09/23 (Attachment 7); 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 (Attachment 7a).
G. Letter of eligibility, National Green Building Standard (NGBS) registration - Gold level, and Scorecard, prepared by ESBG and dated 07/17/23 (Attachment 8).

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.

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 request is for the maximum height bonus, which will result in a maximum building height (with bonus) of no more than 240 feet.
2. The Applicant shall pay a nonrefundable deposit equivalent to ten percent (10%) of the total amount due in community contribution fees related to the approved bonus height within 90 days of site plan approval by the Village Commission. The balance shall be paid concurrently with the issuance of a building permit.
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 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. Pursuant to Sec. 8.12.B.2. the Applicant is entitled and has requested, to receive approval for additional building height of up to thirty percent (30%) above the maximum permitted height (not to exceed 312 feet with the application of all bonuses) to accommodate the transferred density.
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).

Landscape and Public Realm:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

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. 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. 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 to 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. 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.

List of Attachments to Staff Report

Attachment 1 – Site Plan LOI and Application
Attachment 2 – Architectural Plans
Attachment 3 – Landscape Plans (Updated)
Attachment 4 – Civil Plans (Updated)
Attachment 5 – Photometrics
Attachment 6 – Level of Service (LOS) Assessment
Attachment 7 – Traffic Impact Analysis (signed)
Attachment 7a – Response to Additional Village Traffic Study Comments (cumulative)
Attachment 8 – NGBS and Green Building Program
Attachment 9 – Resolution Site Plan for 7940 West Drive

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VIA ELECTRONIC SUBMITTAL

July 18, 2023

Silvia E. Vargas, FAICP, LEED AP
Village Planner
City of North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

RE: Updated Letter of Intent for Site Plan, Transfer of Development Rights, and Related Variance Requests for the Property Located at 7938-40 West Drive, North Bay Village, Florida (Folio numbers 23-3209-001-0400 and 23-3209-001-0420).

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 application for a site plan approval, transfer of development rights ("TDR") approval, and related variance requests to allow for a low impact and high quality 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.

Land Use. According to the City of North Bay Village Future Land Use Map, the Property is designated "High Density Multi-Family Residential." The "High Density Multi-Family Residential" land use designation permits up to 70 dwelling units per acre before permitted transfers of development rights (discussed below).

Zoning. The property is zoned "RM-70" according to the North Bay Village Zoning Map. The RM-70 zoning district permits multi-family residential dwellings; management offices within structures containing eight (8) or more dwelling units or guest rooms; and office retail and service commercial facilities of an ancillary nature

within structures containing at least 100 dwelling units or guest rooms, subject to certain conditions.

Proposed Development. The Applicant intends to develop the Property with the beautiful and resilient "7940 West Drive" multi-family residential development. The plan has been designed to be consistent with the Comprehensive Plan and the RM-70 zoning designation. The proposed development contemplates up to 70 residential units, with up to 53 three-bedroom units and 17 two-bedroom units. All units within the building are large, family-oriented, spaces, designed to attract long-term residents who desire to raise their families in the Village.

Residents will enjoy access to generous amenities on decks located on top of the parking pedestal and on the rooftop. The building has been oriented so that the vehicular drop off area is located on the western portion of the lot, leaving the front of the property as a beautiful green space that will buffer the public sidewalk.

Island Walk. The Applicant has proposed to develop the public "Island Walk" on the rear of the Property and link the pedestrian to both our neighbors to the north and south. Public access from West Avenue will be provided on both the north and south sides of the Property. Consistent with the Village's requirements, the Island Walk will be open to the public will be from both the north and south sides of the site. The walk and proposed street furniture have been designed to be compatible with the Village's standards.

Parking. The Applicant is proposing both valet and self-parking as part of the development. The valet service will be available at all times. The proposed parking on the site will be completely enclosed within the building pedestal, which has been designed to shield the view of parking from the public using an attractive screening system.

The Village has recognized during the recent workshop process regarding Harbor Island zoning changes that the current ULDC regulations devote far too much space to parking – especially in new buildings with larger units. This wasted space is cause by excessively high parking requirements. The Village will be reviewing ULDC changes that, if adopted as currently drafted, would reduce the required parking in the RM-70 zone. While the Applicant looks forward to the pending "right sizing" of the Village's parking requirements, the submitted plan has been designed with the future in mind.

Transfer of Density Rights. As you know, the Village Commission adopted amendments to the ULDC to modify the Village's Transfer of Development Rights ("TDR" program in late 2022. The application of TDR units in the RM-70 zone allow an overall density bonus

of up to 30% -- 91 units to the acre. Furthermore, the application of TDRs will allow the Commission to approve a height bonus of 30% above the maximum (up to 312 feet, assuming the full application of the height bonus available in the RM-70 district).

The Applicant is proposing to use sixteen (16) TDR units as part of the development and requests that the Village review of the application include a Commission approval of the assignment of the units.

Green Building. All development using TDRs must obtain twenty-four (24) "green building and design points" under the "Green building development options and points" in Section 8.21 of the ULDC as opposed to the Code's typical requirement of eighteen (18) points for multi-family development. As shown on the submitted scoring analysis prepared by Energy Costs Solutions Group, the proposed development will exceed the point requirement.

Variance Requests. The Applicant has requested the following variances: (1) a variance to provide 135 spaces where 212 would be required; and (2) a variance to allow the parking garage to include internal drives at 22 feet wide where 23 feet would be required.

Numerical Variance. It has been well recognized that the Village's current parking requirements in the RM-70 zone, which require at least two parking spaces for units that are larger than efficiencies and three parking spaces for units larger than two-bedroom units with dens, can result in excessively tall and bulky parking pedestals enclosing parking areas that often remain underutilized at all times of the year.

The Applicant believes that the building's parking, which retains an average of just under two spaces per unit, will more than accommodate the needs of the building's residents. Moreover, it has allowed the Applicant to reduce the height and slim down the bulk of the parking pedestal – as shown on the submitted plans. Providing excessive parking on the Property would be directly in opposition to the Village's green building standards, which encourage the efficient use of land.

Width of Internal Drive. The goal of slimming down the parking pedestal while retaining sufficient access to the parking spaces is also met through the proposed reduction of parking garage internal drives to 22 feet from the required 23 feet. The proposed plans provide sufficient radii to allow for safe travel in the garage.

Compact Spaces. The Applicant is proposing to provide twenty (20) percent of the building's parking as "compact." As required by the ULDC, the provided compact spaces

be clearly marked "for compact cars only" and collectively located in a defined area. Those seeking approval for the use of compact parking spaces must provide valet parking services in perpetuity. As noted above, the Applicant is proposing to offer valet service for the building, mixed with available self-parking.

Satisfaction of Required Criteria. The Applicant's requests satisfy all required criteria as follows:

(1) That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district;

There are special circumstances and conditions which are peculiar to the Property, including the need to accommodate a modern family-oriented development on the site.

(2) That the special circumstances and conditions were not self-created by any person having an interest in the property;

The issues with the Village's parking standards were not created by the Applicant.

(3) That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant;

The strict application of the regulations would deprive the Applicant of the reasonable use of the land and would result in an unnecessary hardship. Requiring the provision of excess parking and drive aisle width would require such significant plan revisions that the use of the building would be unreasonably limited in a manner not consistent with the goals of the Village's ULDC

(4) That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district;

Granting the requested variances will not confer any special privilege on the Applicant, which has been unduly impacted by the Village's parking standards in a manner that, given the size and orientation of the Property, would make development untenable.

(5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building;

The requested variances are the minimum necessary to allow for the Property to be a viable site for future development while still satisfying the intent of the Comprehensive Plan and allowing for consistency and harmony in the character of the surrounding neighborhood. The Applicant is not asking for variances for any other regulations required under the UDLC.

(6) That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and

The granting of the requested variances will allow future development on the Property to be in harmony with the intent and purpose of the Comprehensive Plan as it will fulfill the intent of the RM-70 zoning designation rather than remain as an underutilized lot.

(7) The variance request is not based exclusively upon a desire to reduce the cost of development.

The granting of the requested variances are not based exclusively upon desire to reduce development costs, but rather is based on the desire to make the Property viable for a high quality development consistent with the intent of the Comprehensive Plan and the ULDC. Granting of the requested variances will support a development that will be the highest and best use of the Property.

Conclusion. We are excited to bring this beautiful low impact development to this part of the Village. The 7940 West Drive plan has been designed as a resilient project that benefits the public through enhanced green space along the public right of way and superior access to the Island Walk. 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

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

APPLICATION FORM FOR SITE PLAN APPROVAL

This application form is to be used to petition for Site Plan Approval pursuant to Sections 5.5 through 5.8, and 5.17 through 5.20, as well as Special Area Plan approval pursuant to Subsection 15.2.G. of the North Bay Village Unified Land Development Code.

Submit one (1) electronic file of your application, with all the required information to the Village Planning and Zoning Official via svargas@cgasolutions.com and deliver five (5) physical copies of materials to the Village offices located at 1666 Kennedy Causeway, Suite 300.

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. Site Plan Approvals 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.

All fees shall be paid prior to the Planning and Zoning Official's review of the application. Accepted payment methods for the required fees are check or 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.

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Property Owner Name: 7940 NBV PARTNERS LLC
2. Contact Phone: 912-398-1775 Email Address: peter@fortisdesign.build
3. Mailing Address: 4531 PRAIRIE AVENUE, MIAMI BEACH, FL 33140

4. Applicant Name: _____
(If different from Owner)
5. Contact Phone: _____ Email Address: _____
6. Mailing Address _____

7. Address or location 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, "HARBOR 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. Total Site Area (square feet): 33,602

11. Current Land Use of Property: VACANT

12. Future Land Use and Zoning Designations: RM-70

13. Are the Future Land Use or Zoning being amended? Yes: _____ No: X. If Yes, what are the proposed designations? _____

14. Project Type Development ___ Single-Family Residential X Multifamily/Planned Residential ___Non-Residential/Mixed-Use ___Development Agreement Required?

15. Project Description (additional pages may be attached): The applicant is proposing to develop the subject property in to a 70 residential unit building, with residential amenities and parking podium. The unit mix comprises large two-bedroom and three-bedroom units, designed to attract long term residents.

CONSENT TO PUBLIC HEARINGS

All requests for site plan approval from the North Bay Village Code shall be considered at Public Hearings before the Planning & Zoning Board and the Village Commission. The Village Planning and Zoning Official shall certify that the application is complete before the hearing is legally advertised. All applications shall be submitted to the Village Planning and Zoning Official on or before the deadline implemented by the Village. All persons, firms, or corporations requesting site plan approval 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 request.

All new and substantial improvements must comply with the Florida Building Code, Department of Environmental Resource Management (DERM), FEMA regulations and all other applicable regulatory agencies.

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 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 Section 4.4. 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 _____

Print Name Mikael Hamaoui

(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.)

_____
Signature

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to and subscribed to before me this 9TH day of JUNE, 2023

by MIKAEL HAMAOUI,

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 _____

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: 06/09/23

Relationship to the project: (e.g., property owner, architect, developer, attorney)

Owner

Full Name: Mikael Hamuani

Current Address: 4531 Prairie Ave

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 9TH DAY OF JUNE, 2023

DEREK GRANQUIST
Commission # HH 376883
Expires March 21, 2027

Notary Public, State of Florida at Large

My Commission expires _____, 20____.

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.

CHECK LIST FOR THE APPLICANT

Mandatory Submittals:

☒ Complete Variance 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 owner or owner's representative, which may include a narrative describing the project, whether the impact of the proposed development is favorable, adverse, or neutral on the economy, public services, environment, and housing supply of the Village, and the relationship of the proposed project to surrounding, existing, and proposed future land uses, and to existing zoning, and the Village's Comprehensive Plan. This narrative may be provided as a document separate from the letter. If variances/waivers or warrants/use exceptions are being requested, the extent of these from the requirements shall be noted in the narrative. NOTE: Applications for project variances/waivers, warrants/use exceptions may be submitted prior to or concurrently with a Site Plan Approval application. Each variance/waiver or warrant/use exception request must be submitted in its own application form with the corresponding fees. Refer to the applicable sections of the ULDC for requirements and criteria. Forms may be downloaded from the Village website or requested by emailing the Planning and Zoning Official

☒ Property survey at a scale of not less than one inch (1") equals 40 feet (40'), prepared by a registered land surveyor, not more than one (1) year old and including the legal description of the property, elevation, all easements, and rights-of-way.

☒ Drawings index page

☒ All drawings shall be drawn at a readable scale (per the requirements listed below) and shall include the following: scale; name; address and telephone number of the owner of the property for which the drawing is required; name, address and telephone number of the professional preparing the drawing; professional stamp seal (dry/wet or digital); location of the property including the legal description, section, township, range and street address, if known.

☒ Site plan(s) which depict:

- ◉ North point
- ○ Existing and proposed easements
- ○ Existing and proposed utilities
- ○ Property lines
- ○ Location of streets, alleys and ROW
- ○ Location and footprint of all structures
- ○ Mechanical equipment
- ○ Proposed site circulation, driveways, sidewalks
- ○ Parking, including handicapped, motorcycle, electric vehicle, and bicycle parking
- ○ Loading spaces, valet areas, pick-up/drop-off points
- ○ Signage
- ○ Fences and Exterior lighting
- ○ Other features (e.g., Green Building Program practices and techniques)

☒ Floor plans prepared at a scale no less than 1/16 inch to the foot and including

- ○ Layout of each level
- ○ Layouts for each dwelling unit type and/or nonresidential spaces
- ○ Parking and loading space dimensions
- ○ Parking garage adaptability features
- ○ Width of drive aisles

☒ Elevations at no less than 1/16 inch to the foot scale legibly showing the finished appearance of each main facade of the building and furnishing vertical height dimensions including compliance with Sec. 10.5 of the ULDC

☒ Tabular project summary indicating the following figures, calculations, and features:

- ○ Total acreage
- ○ Number of dwelling units per acre
- ○ Number of bedrooms per dwelling unit
- ○ Number of each dwelling unit type
- ○ Lot Coverage/Pervious surface area
- ○ Open/green space
- ○ Structure setbacks
- ○ Number and sizes of all off-street parking (including handicapped), loading, pick-up/drop off, and bicycle parking spaces
- ○ Floor area of each dwelling unit type
- ○ Floor area of each land use
- ○ Gross floor area
- ○ Building height
- ○ Floor area ratio or floor lot ratio as required/applicable by the zoning of the property
- ○ Compliance with the Village's Green Building Program (features selected from the point system should also be shown on the plans, when appropriate)

☒ Landscape plan

- ○ Location of all existing and proposed structures, landscape improvements (i.e., berms, fences, fountains, furnishings, lights, etc.) parking and circulation areas, and other site improvements
- ○ Notes and specifications, for the installation, fertilization, and maintenance of all plant materials and irrigation
- ○ Tree survey depicting all existing trees, including those to be removed and to be protected and methodology for protection
- ○ Demonstration of sustainable principles, techniques and practices (e.g., Green Building Program features)
- ○ Plant list with scientific and common names, sizes (i.e.: caliper), quantity, special requirements and location of all plant materials existing and proposed and proposed turf grass type
- ○ Planting and installation details, as needed, to ensure conformance with all required standards, including tree protection and erosion control.
- ○ A landscape maintenance plan and schedule will be submitted as a part of the landscape plans

☒ Level of Service (LOS) Assessment (see Sections 5.17-5.20 of the ULDC for requirements)

- ○ Potable water
- ○ Sanitary Sewer
- ○ Traffic
- ○ Stormwater
- ○ Solid Waste

☒ Traffic Impact Evaluation

☒ Digital visualization or virtual reality model. Photorealistic 3D digital visualizations, 3D renderings or a virtual reality model, showing a reasonable amount of project context (i.e., surrounding physical conditions and environments including existing structures on either side).

☐ Application fees and cost recovery deposit per the most up-to-date Village Fee Schedule.

Optional Submittal:

☐ Physical architectural scale model – A physical architectural model of the site and building(s), built to an appropriate scale, and photographs of the model may be submitted instead of a 3D computer visualization or virtual reality model. Physical architectural models shall be made available at least ten (10) days prior to the Planning and Zoning Board public hearing date. If an architectural model is provided, said model shall be retrieved by the developer within thirty (30) days following the final public hearing before the Village Commission. The photographs depicting the model shall become part of the public records. The model shall demonstrate the proposed structure as well as existing structures on either side.

Applications are deemed incomplete until all mandatory submittals have been received by the Village Planning and Zoning Official.

Office Use Only:

Date Submitted: _____ Total Paid: $_____

Date Paid: _____ Filing Fee: $_____

Cash or Check #_____ Cost Recovery Dep: $_____

7940 WEST DRIVE - NORHT BAY VILLAGE

7940 WEST DRIVE

NORTH BAY VILLAGE, FL 33141



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: 2023.08.30 09:54:47 -04'00'

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-008	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		●

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

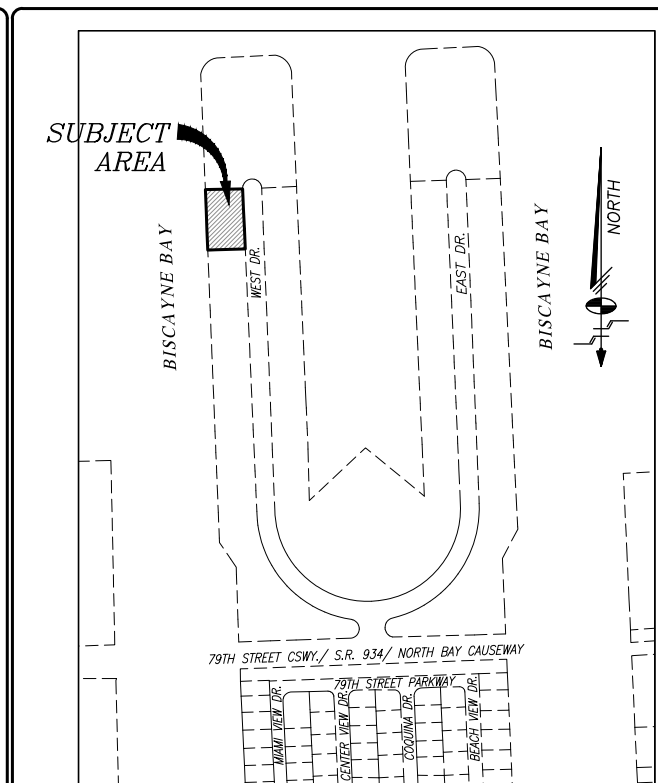
GENERAL LEGEND:

- AERIAL TARGET
- ALUMINUM LIGHT POST
- ALUMINUM LIGHT POST (SINGLE)
- ALUMINUM LIGHT POST (DOUBLE)
- ALUMINUM LIGHT POST (TRIPLE)
- ALUMINUM LIGHT POST (QUAD)
- ANCHOR/GUY WIRE
- BACKFLOW PREVENTER ASSEMBLY
- CABLE TELEVISION BOX
- CATCH BASIN
- CATCH BASIN F-3
- CENTERLINE
- CHECK VALVE ASSEMBLY
- COLUMN (CIRCULAR)
- COLUMN (SQUARE)
- CONCRETE LIGHT POLE
- CONCRETE LIGHT POLE (DOUBLE)
- CONCRETE POWER POLE
- CONTROL POINT
- COMMUNICATION PULL BOX
- CURB INLET
- DOUBLE DETECTOR CHECK VALVE
- DRAIN (CIRCULAR OR SQUARE)
- ELECTRIC BOX (ABOVE GROUND)
- ELECTRIC PULL BOX (BELOW GROUND)
- ELECTRIC HAND HOLE
- ELECTRIC OUTLET
- ELEVATIONS (SEE NOTES FOR DATUM)
- FIRE HYDRANT
- FIRE LINE SIAMESE CONNECTION
- FIRE LINE CONNECTION
- FLAGPOLE
- FLOW LINE
- FORCE MAIN MANHOLE
- FORCE MAIN VALVE
- F.P.L. ELECTRIC MANHOLE
- F.P.L. FIBER NETWORK
- F.P.L. TRANSMISSION POLE
- GAS MANHOLE
- GAS METER
- GAS PUMP
- GAS VALVE
- GREASE TRAP MANHOLE
- GROUND LIGHTING
- GUARD POST, BOLLARD
- IRRIGATION HAND HOLE
- IRRIGATION VALVE
- MAILBOX
- MONITOR WELL
- MONUMENT LINE
- P-5 INLET
- P-6 INLET
- PARKING METER
- PEDESTRIAN CROSSING SIGNAL
- PERMANENT REFERENCE MONUMENT
- POST INDICATOR VALVE
- VACUUM BREAKER ASSEMBLY
- PROPERTY LINE
- ROUND CATCH BASING
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- SIGN POST
- SPRINKLER PUMP
- STANDPIPE
- STORM SEWER MANHOLE
- STREET LIGHT BOX
- SWALE INLET
- TELEPHONE BOX (SOUTHERN BELL)
- TELEPHONE HAND HOLE
- TELEPHONE MANHOLE (SO. BELL)
- TELEPHONE PAYPHONE
- TRAFFIC HAND HOLE
- TRAFFIC UTILITY BOX
- TRAFFIC CONTROL POST
- TRAFFIC SIGNAL POST
- TRAFFIC SIGNAL BOX
- TREE & PALM
- UNDERGROUND UTILITY MARKER
- UNKNOWN UTILITY MANHOLE
- UNKNOWN UTILITY HAND HOLE
- WATER MANHOLE
- WATER METER
- WATER VALVE
- WOOD LIGHT POLE
- WOOD POWER POLE
- WOOD TELEPHONE POLE
- HANDICAP PARKING
- STROLLER PARKING

ABBREVIATIONS:

R denotes RADIUS
Δ denotes DELTA ANGLE
L denotes ARC DISTANCE
CH.D. denotes CHORD LENGTH or CHORD DISTANCE
CH.B. denotes CHORD BEARING
T denotes TANGENT DISTANCE
P.C.P. denotes PERMANENT CONTROL POINT
P.R.M. denotes PERMANENT REFERENCE MONUMENT
P.B. denotes PLAT BOOK
PG. denotes PAGE
P.O.C. denotes POINT OF COMMENCEMENT
P.O.B. denotes POINT OF BEGINNING
OHW denotes OVERHEAD UTILITY WIRES
O.R.B. denotes OFFICIAL RECORDS BOOK
P.C. denotes POINT OF CURVATURE
C.B.S. denotes CONCRETE BLOCK STRUCTURE
CONC. denotes CONCRETE
C.L.F. denotes CHAINLINK FENCE
M.F. denotes METAL FENCE
W.F. denotes WOOD FENCE
F.F.E. denotes FINISH FLOOR ELEVATION
F.I.P. denotes FOUND IRON PIPE
S.I.P. denotes SET IRON PIPE & LB-87 CAP
F.N.D. denotes FOUND NAIL & BRASS DISC
S.N.D. denotes SET LB-87 NAIL & BRASS DISC
C.I.P. denotes CORRUGATED IRON PIPE
CLR. denotes CLEAR
E.T.P. denotes ELECTRIC TRANSFORMER PAD
ENCR. denotes ENCROACHMENT
D.C. denotes DEPRESSED CURB
PL. denotes PLANTER
(C) denotes CALCULATE DISTANCE
I.E. denotes INVERT ELEVATION
T.O.P. denotes TOP OF PIPE
(D) denotes DEED DISTANCE
(L) denotes DISTANCE BY LEGAL DESCRIPTION
(M) denotes MEASURED DISTANCE
(R) denotes RECORD OR PLATTED DISTANCE

BOTTOM — APPROXIMATE BOTTOM OF SLOPE
COMM — COMMUNICATION
DRAIN — DRAINAGE
FPL — ELECTRIC
FM — FORCE MAIN
IRRIG — IRRIGATION
GAS — NATURAL GAS
OHW — OVERHEAD WIRES
SM — SANITARY SEWER
TOP — APPROXIMATE TOP OF BANK
VEG — VEGETATION LINE
WM — WATER
/// — LIMITED ACCESS RIGHT OF WAY LINE



LOCATION SKETCH

Scale: 1"=400'

A PORTION OF SECTION 09-53S-42E, MIAMI-DADE COUNTY, FLORIDA.

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.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N00°01'22"E ALONG THE CENTERLINE OF WEST DRIVE.
2. LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
3. AREA OF THE PROPERTY DESCRIBED HEREON IS: 33,602± SQ. FT. (0.771± ACRES).
4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
5. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
6. THE PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 8), PER FLOOD INSURANCE RATE MAP NO. 12086C0306L, COMMUNITY NO. 120654, PANEL NO. 0306, SUFFIX L, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A) MAP DATED SEPTEMBER 11, 2009.
7. VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, TOGETHER WITH UNDERGROUND STORM AND SANITARY GRAVITY MAINS, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND PRESSURE MAIN, CABLES OR CONDUITS.
8. THE DISTANCES SHOWN ALONG THE BOUNDARY OF THE SUBJECT PROPERTY ARE RECORD AND/OR MEASURED UNLESS OTHERWISE STATED.
9. SHOWN HEREON ARE PLOTTABLE EASEMENTS AND RIGHTS OF WAY REFLECTED AS EXCEPTION IN **SCHEDULE B OF OWNER'S POLICY NO. OF6-8898628 ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH A DATE OF POLICY JUNE 4, 2021 AT 12:58 P.M.**
10. THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) AND ARE EXPRESSED IN FEET.
11. BENCHMARKS:
    a. MIAMI-DADE BENCHMARK P-313, LOCATED @ N TREASURE DRIVE --- 50' NORTH OF NORTH CURB --- HISPANOLA AVE --- 3' EAST OF EAST CURB OF SOUTHBOND LANE, US C & G BRASS DISC IN TOP OF NW CORNER OF SEWER PUMPING STATION, ELEVATION =5.27' N.G.V.D 29.
    b. MIAMI-DADE BENCHMARK A-26, LOCATED @ 79 ST CSWY --- 43' NORTH OF C/L--- PELICAN HARBOR DR --- 210' EAST OF C/L, PK NAIL AND ALUMINUM WASHER IN CONC CATCH BASIN, ELEVATION =6.19' N.G.V.D 29.
12. THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED RM-70 (MULTI FAMILY RESIDENTIAL) (CITY OF NORTH BAY VILLAGE ZONING MAP-UPDATED NOVEMBER 29, 2017)
13. NO BUILDINGS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
14. SUBJECT PROPERTY IS MIAMI-DADE PROPERTY APPRAISER NUMBERS:
    FOLIO: 23-3209-001-0420 - 7940 WEST DR
    FOLIO: 23-3209-001-0400 - 7938 WEST DR

CERTIFIED TO:

-7940 NBV PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
-OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
-BANK OF OZK
-ESCOBAR & DECARLO, L.L.C.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THIS **BOUNDARY** SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
THE FIELDWORK WAS COMPLETED ON FEBRUARY 21, 2023

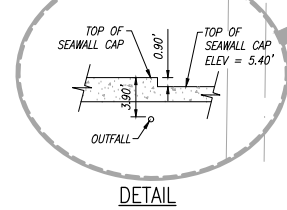
Schwebke-Shiskin & Associates, Inc.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

BY: *Mark Steven Johnson* DATE OF PLAT OR MAP:
MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA.

MARK STEVEN JOHNSON · LICENSE No. 4775 · STATE OF FLORIDA · PROFESSIONAL SURVEYOR AND MAPPER

This Survey has been electronically signed and sealed by Mark Steven Johnson, PSM on the date noted hereon. All signatures must be verified on electronic copies. Printed copies are not considered signed and sealed, unless they include an additional raised embossed seal of the surveyor.



DETAIL
Scale: 1"=10'

NOTES REGARDING SCHEDULE B OF OWNER'S POLICY NO. OF6-8898628 ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH A DATE OF POLICY JUNE 4, 2021 AT 12:58 P.M.

8. RESTRICTIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS CONTAINED ON THE PLAT OF HARBOR ISLAND, AS RECORDED IN PLAT BOOK 44, PAGE 72, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **(AFFECTS PARCEL-SHOWN HEREON)**
9. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA RECORDED JULY 27, 1926, UNDER DEED BOOK 983, PAGE 1, PUBLIC RECORDS OF MIAMI-DADE, FLORIDA; HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATION HAS BEEN RELEASED PURSUANT TO SEC. 270.11, F.S. **(RESERVES MINERAL RIGHTS ACROSS THE PARCELS, AS A WHOLE (BLANKET), IS NOT SUFFICIENTLY LEGIBLE TO DETERMINE IF SUBJECT PROPERTY IS INCLUDED)**
10. COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED FEBRUARY 21, 1946, IN DEED BOOK 2636, PAGE 403 **(AFFECTS PARCEL-BLANKET IN NATURE- PLOTTABLE RESTRICTIONS SHOWN HEREON)** AND O.R. BOOK 3827, PAGE 134 **(AFFECTS PARCEL-NOT PLOTTABLE-BLANKET IN NATURE)**, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WHICH CREATES EASEMENTS, CONDITIONS AND USE LIMITATIONS.
11. EASEMENT IN FAVOR BISCAYNE SEA CLUB AND BAY-FOUR, INC. FOR EXCLUSIVE PARKING PURPOSES RECORDED IN O.R. BOOK 2999, PAGE 490 **(DOES NOT AFFECT)**, AND IN O.R. BOOK 2999, PAGE 493 **(DOES NOT AFFECT)** PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
12. UNITY OF TITLE RECORDED IN O.R. BOOK 30474, PAGE 4928, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**
13. RIPARIAN AND LITTORAL RIGHTS ARE NOT INSURED.
14. RIGHTS OF THE UNITED STATE OF AMERICA AND/OR THE STATE OF FLORIDA TO ANY PORTION OF SAID LAND WHICH HAS BEEN CREATED BY ARTIFICIAL MEANS, AND LANDS ACCRETED THERETO.
15. THE RIGHT OF THE UNITED STATES GOVERNMENT, IN THE INTEREST OF NAVIGATION AND COMMERCE, TO REGULATE ANY PORTION OF THE LAND THAT WAS FORMERLY SUBMERGED BY NAVIGABLE WATERS.
16. ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED, AND ARTIFICIALLY EXPOSED LANDS AND LANDS ACCRETED TO SUCH LANDS.
17. ENCROACHMENTS, ENCUMBRANCES, VIOLATIONS, VARIATIONS, OR ADVERSE CIRCUMSTANCES, IF ANY, ACTUALLY SHOWN ON THE SURVEY PREPARED BY ALVAREZ, AIGUESVIVES AND ASSOCIATES, INC., DATED APRIL 14, 2021, BEARING JOB #21-25426: (A) 6' WIRE FENCE ENCROACHMENT INTO ANCHOR EASEMENT RECORDED DEED BOOK 2636, PAGE 403, IN THE EAST SIDE OF THE SUBJECT PROPERTY. **(AFFECTS PARCEL-SHOWN HEREON)**
18. MORTGAGE TO BANK OZK, MORTGAGEE(S), RECORDED IN O.R. BOOK 32546, PAGE 807, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **NOT A SURVEY MATTER**
19. ASSIGNMENT OF LEASES AND RENTS FILED JUNE 4, 2021, IN O.R. BOOK 32546, PAGE 1835, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**
20. UCC FINANCING STATEMENT BETWEEN 7940 NBV PARTNERS, LLC AND BANK OZK AS RECORDED IN O.R. BOOK 32546, PAGE 1845, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**

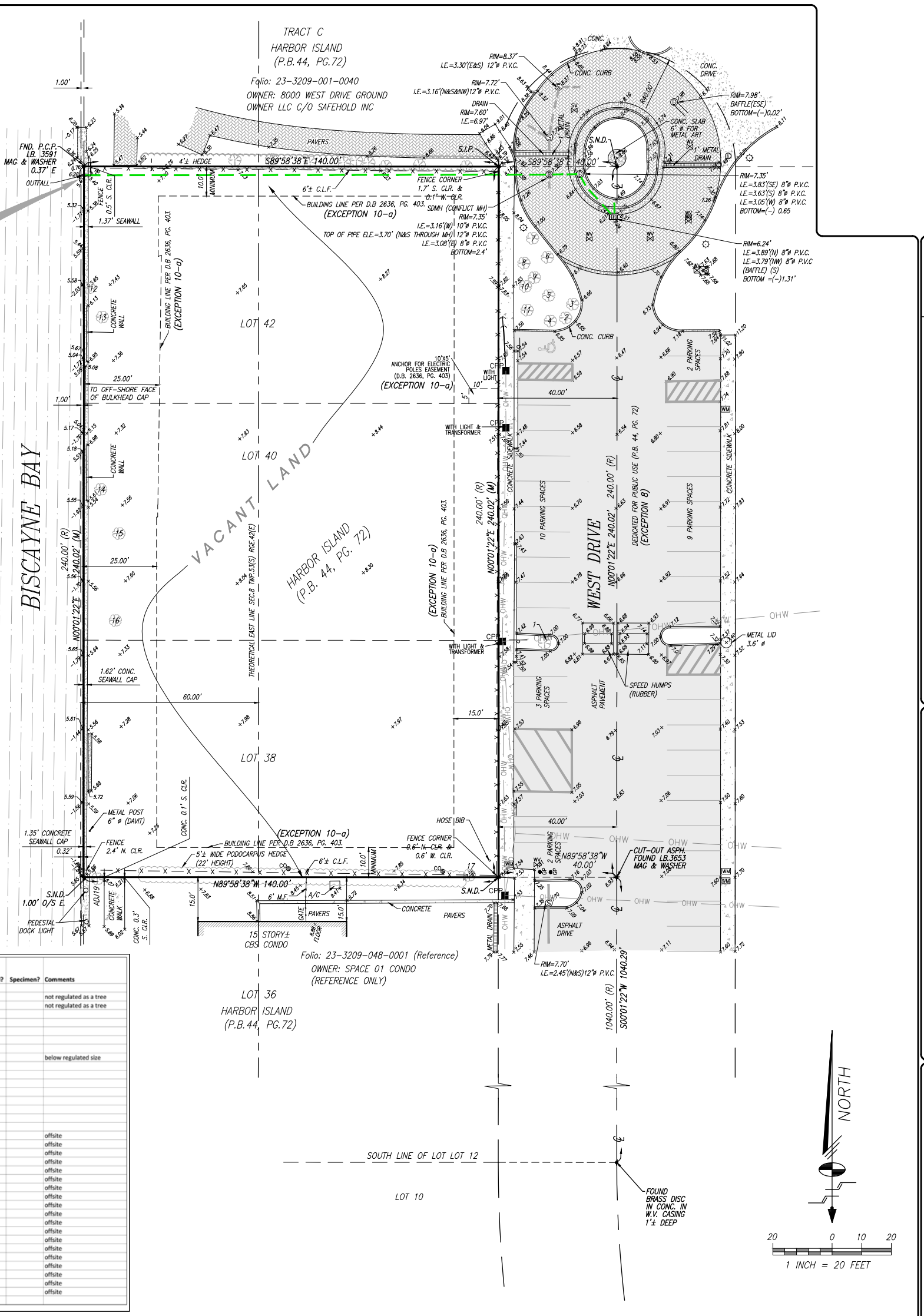
T:\kathy\notes\harbor island sec 09-53-42

TREE TABLE

Tree #	Common Name	Scientific Name	DBH (inches)	Condition	Number of stems	Height (feet)	Canopy Spread (feet)	Canopy (square feet)	Prohibited?	Specimen?	Comments
1	sabal palm	*sabal palmetto*	11	Fair	1	22	16	201			
2	white bird of paradise	*Strelitzia nicolai*	4	Fair	1	15	16				not regulated as a tree
3	white bird of paradise	*Strelitzia nicolai*	4	Fair	1	18	10				not regulated as a tree
4	coconut palm	*Cocos nucifera*	7	Good	1	42	10	79			
5	Sylvester palm	*Phoenix sylvestris*	14	Good	1	42	18	254			
6	coconut palm	*Cocos nucifera*	7	Good	1	35	18	254			
7	coconut palm	*Cocos nucifera*	6	Good	1	30	18	254			
8	coconut palm	*Cocos nucifera*	9	Good	1	45	18	254			
9	Europeon fan palm	*Chamaerops humilis*	6	Fair	1	7	18	254			below regulated size
10	coconut palm	*Cocos nucifera*	7	Good	1	32	5	20			
11	coconut palm	*Cocos nucifera*	10	Good	1	45	18	254			
12	gumbo imbo	*Bursera simaruba*	6	Good	1	18	18	254			
13	coconut palm	*Cocos nucifera*	9	Good	1	36	12	113			
14	coconut palm	*Cocos nucifera*	7	Fair	1	20	18	254			
15	Mango	*Mangifera indica*	15	Good	1	25	18	254			
16	coconut palm	*Cocos nucifera*	6	Good	1	20	20	314			
17	dead tree	*unknown species*	8	Poor	1	10	0	0			
ADJ1	Chinese privet	*Ligustrum japonicum*	10	Good	4	18	18	254			offsite
ADJ2	coconut palm	*Cocos nucifera*	9	Good	1	35	18	254			offsite
ADJ3	Verawood	*Bulnesia arboria*	5	Good	1	18	16	201			offsite
ADJ4	coconut palm	*Cocos nucifera*	12	Good	1	55	18	254			offsite
ADJ5	Verawood	*Bulnesia arboria*	5	Good	1	18	16	201			offsite
ADJ6	Verawood	*Bulnesia arboria*	9	Good	1	20	18	254			offsite
ADJ7	coconut palm	*Cocos nucifera*	8	Good	1	40	18	254			offsite
ADJ8	Verawood	*Bulnesia arboria*	6	Good	1	16	16	201			offsite
ADJ9	coconut palm	*Cocos nucifera*	11	Good	1	55	18	254			offsite
ADJ10	Verawood	*Bulnesia arboria*	4	Good	1	12	10	79			offsite
ADJ11	coconut palm	*Cocos nucifera*	10	Good	1	42	18	254			offsite
ADJ12	Verawood	*Bulnesia arboria*	4	Fair	1	15	12	113			offsite
ADJ13	Verawood	*Bulnesia arboria*	5	Fair	1	16	12	113			offsite
ADJ14	Verawood	*Bulnesia arboria*	7	Good	1	18	16	201			offsite
ADJ15	Verawood	*Bulnesia arboria*	5	Fair	1	16	15	177			offsite
ADJ16	Verawood	*Bulnesia arboria*	3	Poor	1	12	9	64			offsite
ADJ17	royal poinciana	*Delonix regia*	9	Fair	4	18	18	254			offsite
ADJ18	royal poinciana	*Delonix regia*	10	Fair	1	20	18	254			offsite
ADJ19	Seagrape	*Coccoloba uvifera*	16	Good	1	28	26	531			offsite

Tree numbers preceeded by "ADJ" indicate offsite trees on neighboring/adjacent properties, measurements are approximated

NOTE:
THE TREE INFORMATION SHOWN HEREON PER "TREE TABLE" AS SHOWN ON CERTIFIED ARBORIST ASSESSMENT PREPARED BY NEW LEAF ENVIRONMENTAL, LLC., BY Michael McCoy, CERTIFIED ARBORIST MA 4243A, TRAQ QUALIFIED, LIAF CERTIFIED LANDSCAPE INSPECTOR, DATED JANUARY 23, 2023.



ELEVATIONS SHOWN HEREON RELATE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.29) AND ARE EXPRESSED IN FEET.

ALTA/NSPS LAND TITLE SURVEY

Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida.

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS • ENGINEERS • LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025
TEL: (954) 435-7010 FAX: (954) 438-3288

CERTIFICATE OF AUTHORIZATION No. LB-87

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

This is a "Boundary Survey."

Drawn By: AH/GR	Survey Date: 02-21-23	Checked By: M.S.J. Date:
Order No. 216020	F.B. No.: 2248 Pg.28	Scale: AS SHOWN
File No. AJ-6243		Sheet 1 of 1 Sheet(s)

REVISIONS

Date:	Order No.	Field Book	Remarks:	By:

FILE NO. AJ-6243

K:\095342\LOTS 38-42 HARBOR ISLAND\SURVEY\DWG\LOTS 38,40,42 HARBOR ISLAND.DWG

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Project

7940 WEST DRIVE
NORHT BAY VILLAGE
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions
RESPONSE TO PLANNING COMMENTS 07/18/2023

Owner Information
7940 NBV PARTNERS, LLC
4531PRAIRIE AVE
MIAMI BEACH, FL 33140
(912) 398-1775

Consultant

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

Date 06/12/2023
Scale AS SHOWN
Project No. 2114
Sheet Name SURVEY
Sheet No. **A-002**

SURVEY

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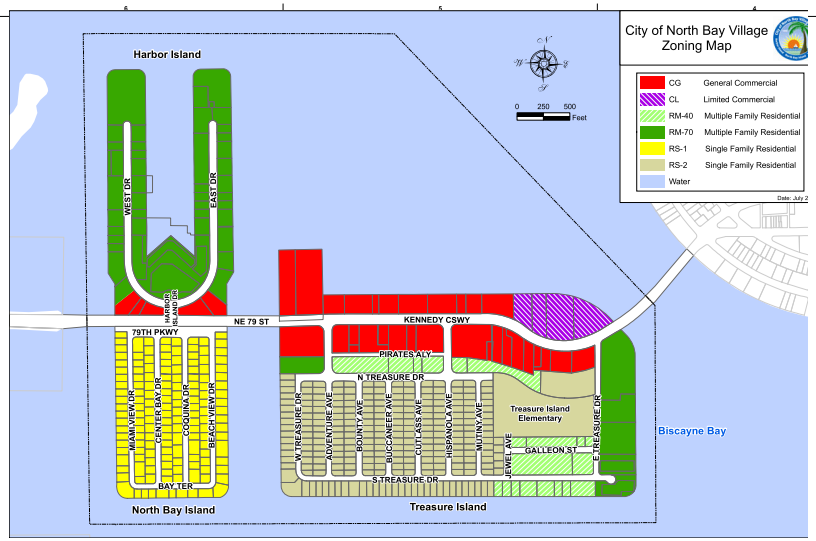
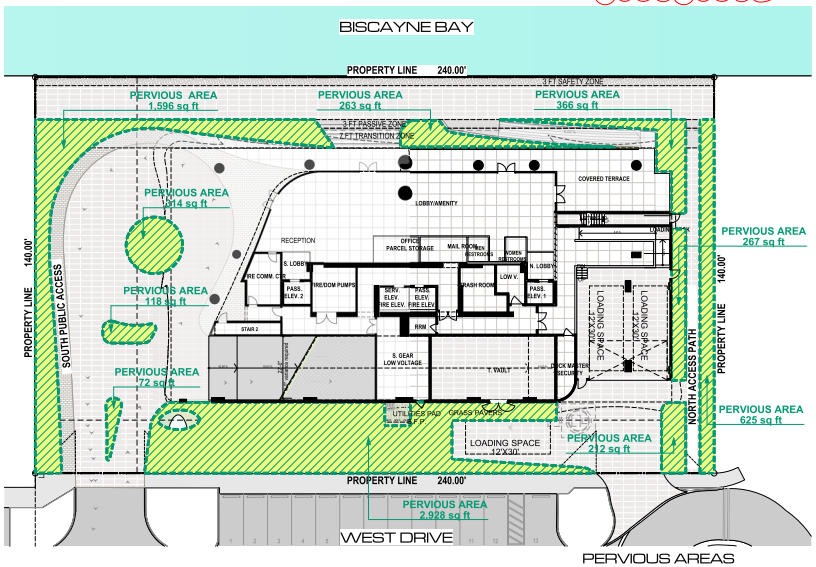
The Contractor Must Check And Verify all Dimensions Of The Job And Be Responsible For Same. Reporting Any Discrepancies to The Architects Before Commencing work. Drawings Not to be Scaled.
\\RAI-SERVER2-25 - BIMcloud Basic for Archicad 25/2114 NORTH BAY VILLAGE/2114 7940 WEST DRIVE - NORTH BAY VILLAGE - MARCH 2023 - By mguedez - Date: 8/29/2023



ZONING MAP



PERVIOUS AREAS

PERVIOUS AREA CALCULATION	
LEVEL	AREA
LOBBY	6,761
	6,761 ft²

Zoning Summary

revuelta architecture international p.a.

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	900	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
Minimun 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	26
Residential - 3 PS / DU - 3 bdrm units	53	159	95
Residential - Visitor 10% of required spaces		19	14 (Parking Reduction of -36.8%)
Total Parking Spaces		212	135

Bicycle Space Requirements	Required	Provided
	14	
Bicycles 1 Space / 3 units per Sustainability Requirement	0	
Total bicycles	0	100

Loading Zone	Required	Proposed
Over 1000,000 SQ.FT	3	2 (12 X 30)
Total Loading Berths	3	2

ADA Space Requirements for residents		Required	Provided
Per F.C.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 502			
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	1	20	5
3	1	20	5
4		22	5
5		22	5
6		22	7
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

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Project

7940 WEST DRIVE
NORTH BAY VILLAGE
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

RESPONSE TO PLANNING COMMENTS 07/18/2023

Owner Information

7940 NBV PARTNERS, LLC
453 PRAIRIE AVE
MIAMI BEACH, FL 33140
(912) 398-1775

Consultant

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

Date 06/12/2023
Scale AS SHOWN
Project No. 2114
Sheet Name PROJECT DATA
Sheet No. **A-003**

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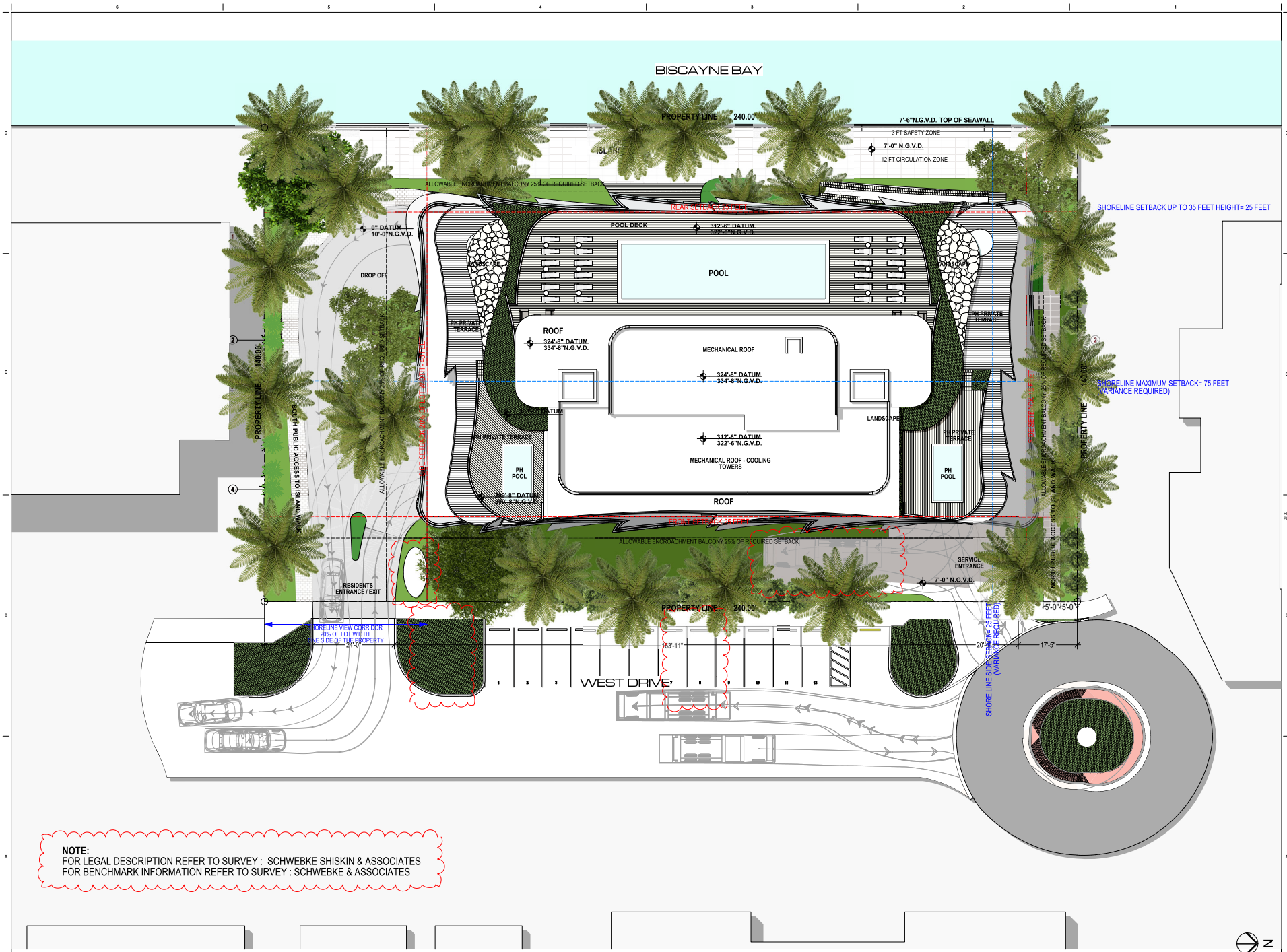
1158



NOTE:
FOR LEGAL DESCRIPTION REFER TO SURVEY : SCHWEBKE SHISKIN & ASSOCIATES
FOR BENCHMARK INFORMATION REFER TO SURVEY : SCHWEBKE & ASSOCIATES

1 SITE PLAN
SCALE: 3/32" = 1'-0"

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Santiago, Chile

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AR-0007972

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Date
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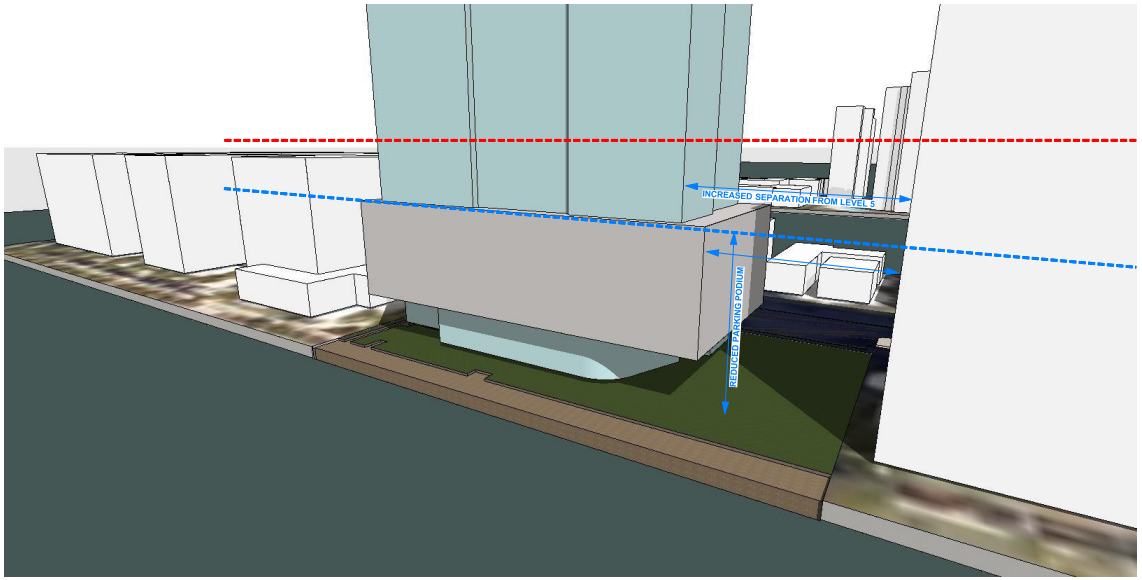
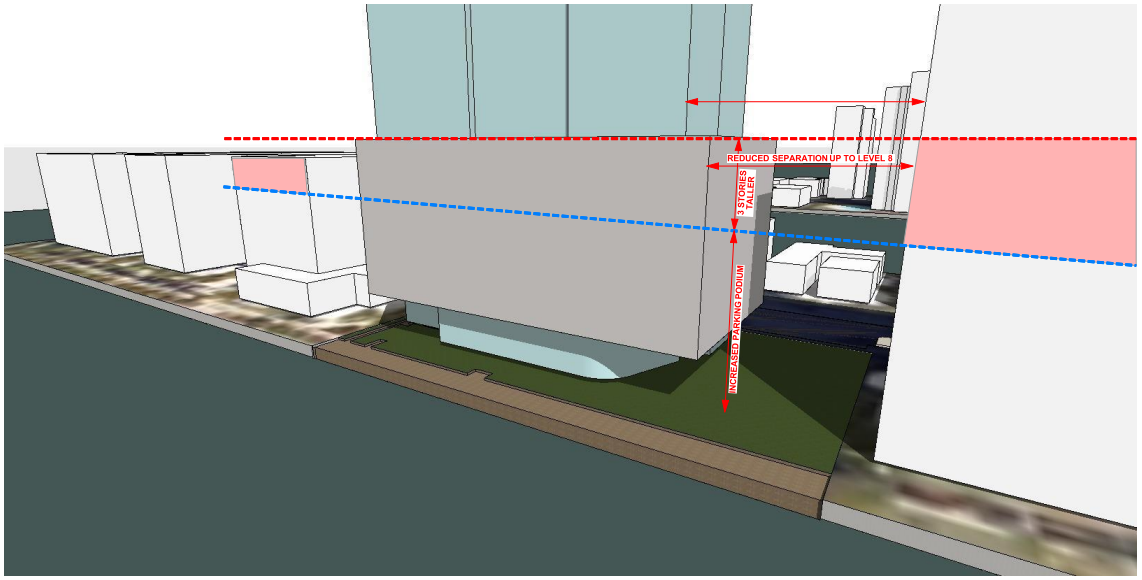
SITE - PLAN
Sheet No.
A-004



PODIUM MASSING WITH
PROPOSED PARKING REDUCTION



PODIUM MASSING WITH
NO PARKING REDUCTION

ANALYSIS OF PARKING REDUCTION

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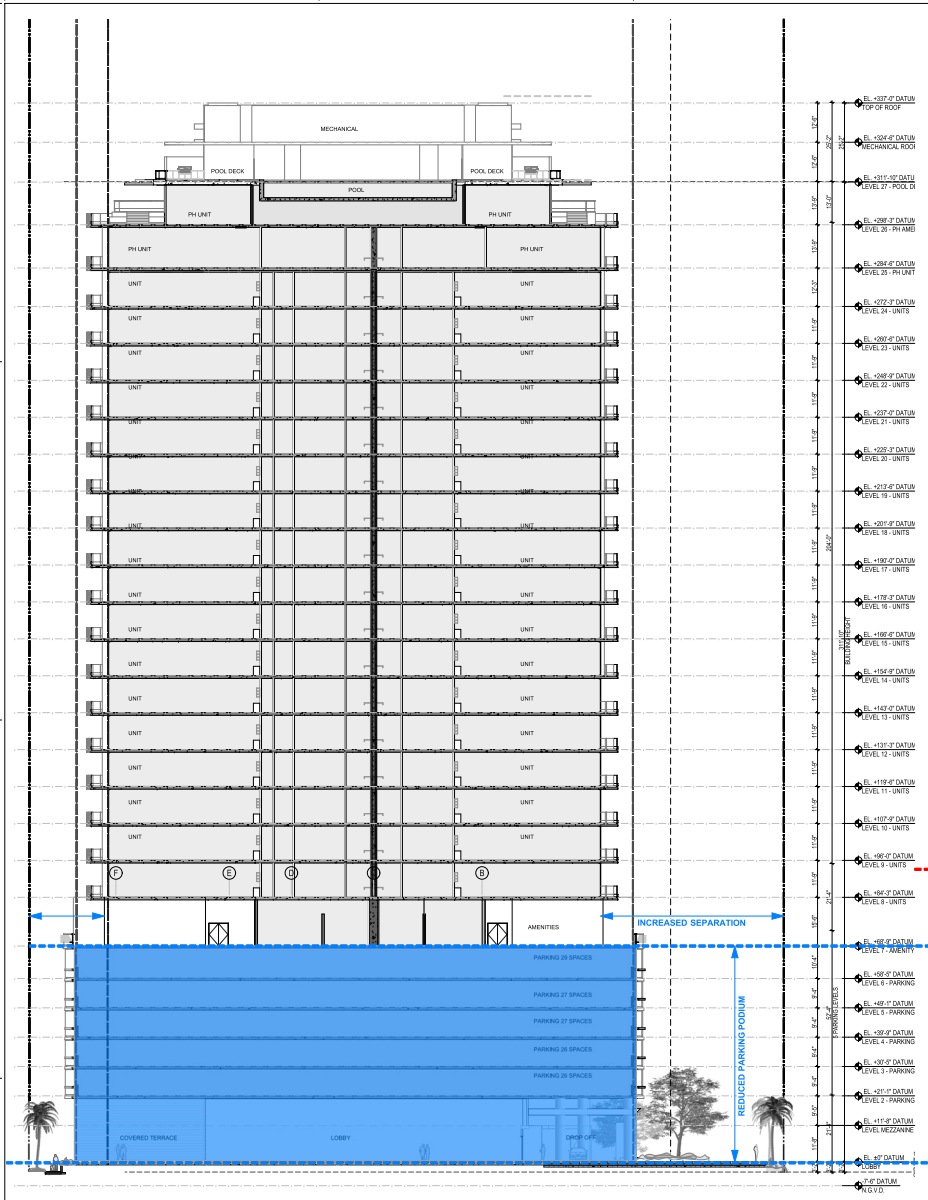
PARKING ANALYSIS
Sheet No.
A-005



PODIUM MASSING WITH
PROPOSED PARKING REDUCTION

PODIUM MASSING WITH
NO PARKING REDUCTION

ANALYSIS OF PARKING REDUCTION

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Project

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7940 WEST DRIVE
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Revisions

RESPONSE TO PLANNING COMMENTS 07/18/2023

Owner Information

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Consultant

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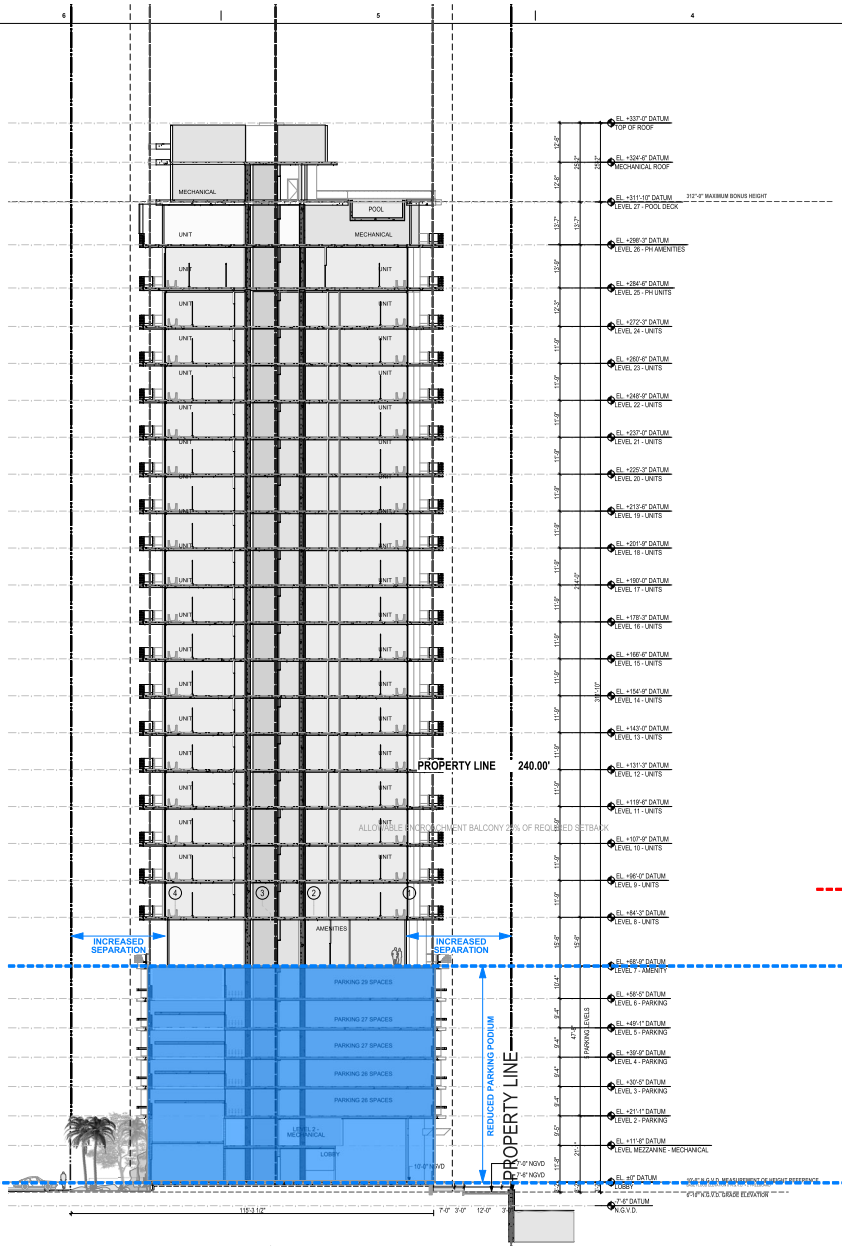
DN: E=MEO@Revuelta.com, CN=Luis O. Revuelta, O=Revuelta Architecture International, P.A., C=Miami, S=Florida
Date: 2023.06.30 08:20:09-04'00'

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

Date
06/12/2023
Scale
AS SHOWN
Project No.
2114
Sheet Name
SECTIONS
Sheet No.
A-005a



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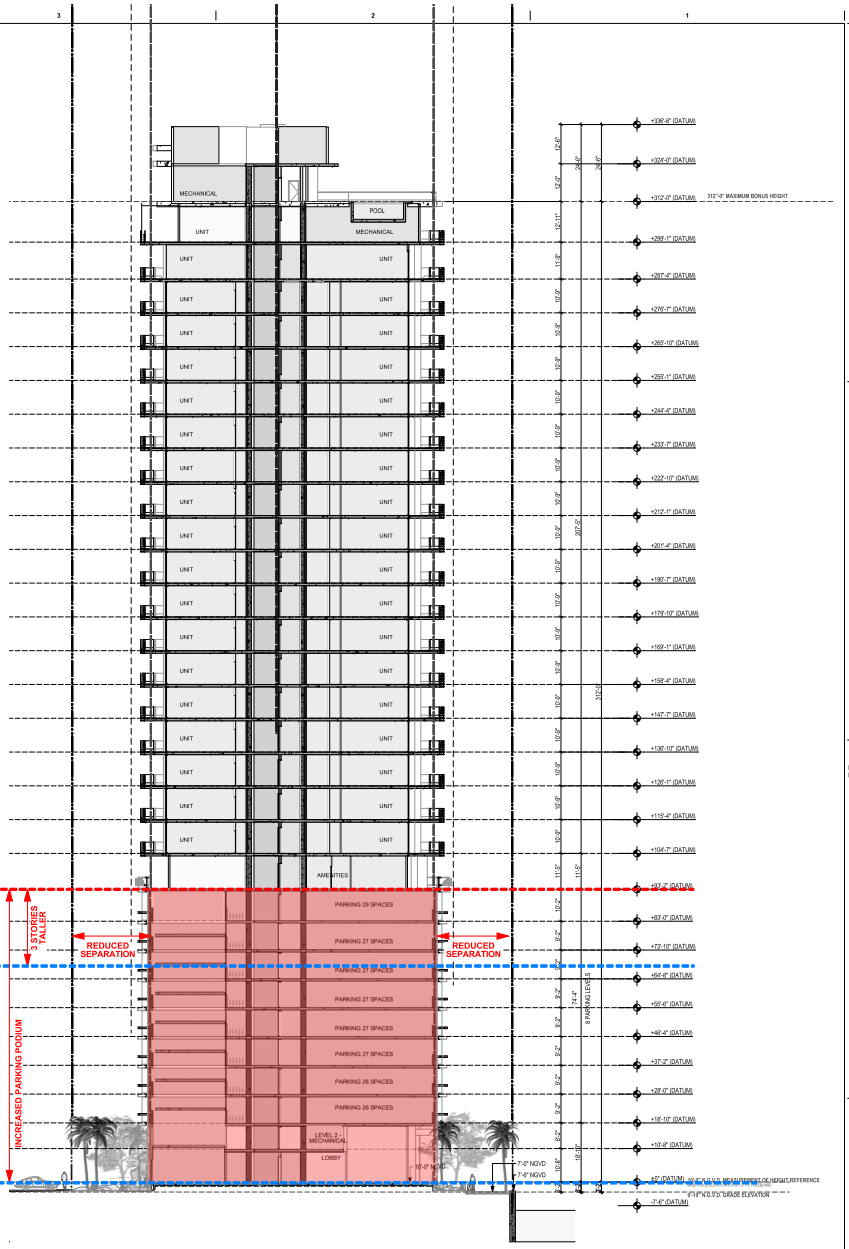

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Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

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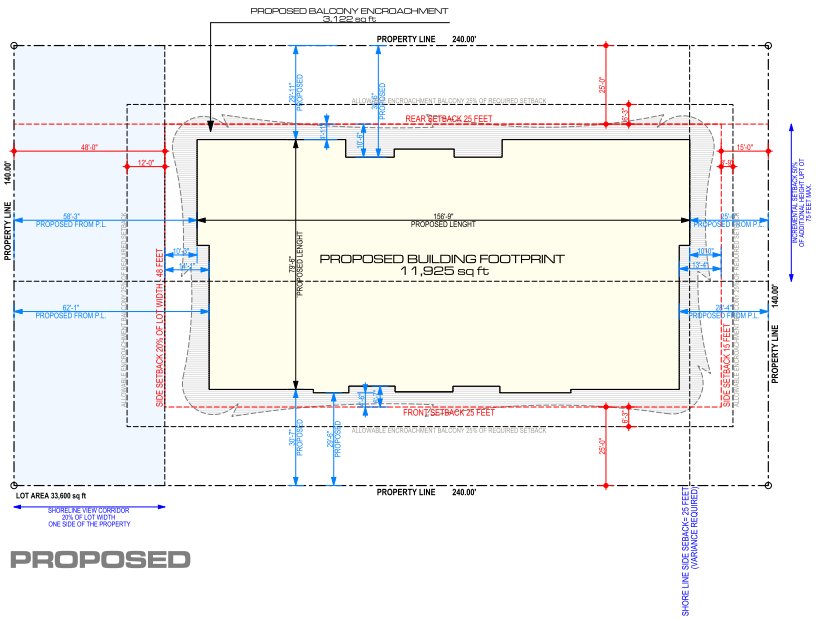
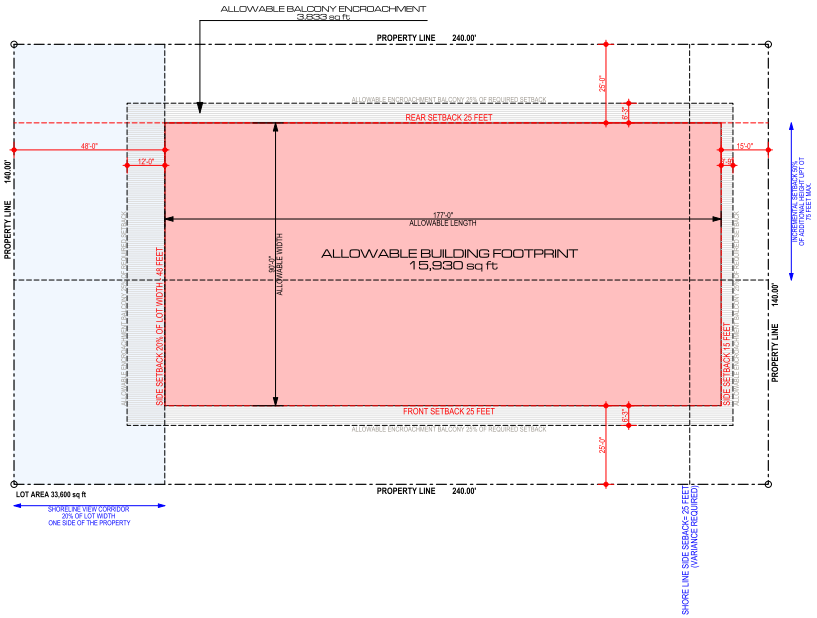
SCHEMATIC DESIGN

Date	06/12/2023
Scale	AS SHOWN
Project No.	2114
Sheet Name	SECTIONS
Sheet No.	A-005b



PROPOSED



ALLOWED

BUILDING FOOTPRINT

ALLOWABLE	15,930 sq.ft.
PROPOSED	11,925 sq.ft.
	74.85 % OF ALLOWABLE

OVERALL FOOTPRINT (BUILDING + BALCONY)

ALLOWABLE	19,763 sq.ft.
PROPOSED	15,047 sq.ft.
	73.16 % OF ALLOWABLE

COMPARATIVE ANALYSIS OF BUILDING FOOTPRINT

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Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

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Date: 2023.06.30 09:26:12-04'00'

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SCHEMATIC DESIGN

Date
06/12/2023
Scale
AS SHOWN
Project No.
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Sheet Name
BUILDING FOOTPRINT
Sheet No.
A-008

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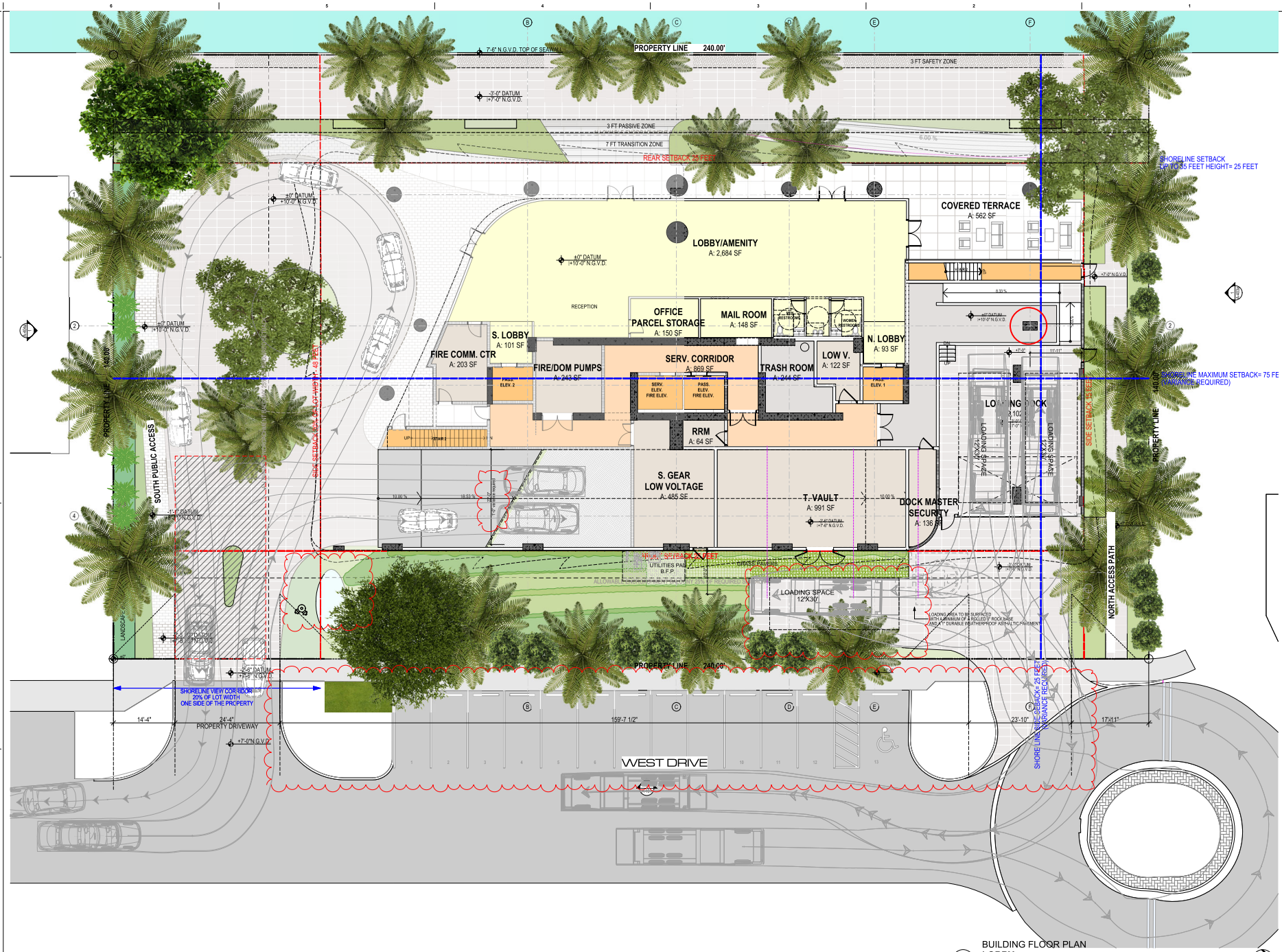

1 BUILDING FLOOR PLAN
LOBBY
SCALE: 1/8" = 1'-0"
+9'-6" N.G.V.D.

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Project

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Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

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SCHEMATIC DESIGN

Date 06/12/2023
Scale AS SHOWN
Project No. 2114
Sheet Name GROUND FLOOR
Sheet No. **A-101**

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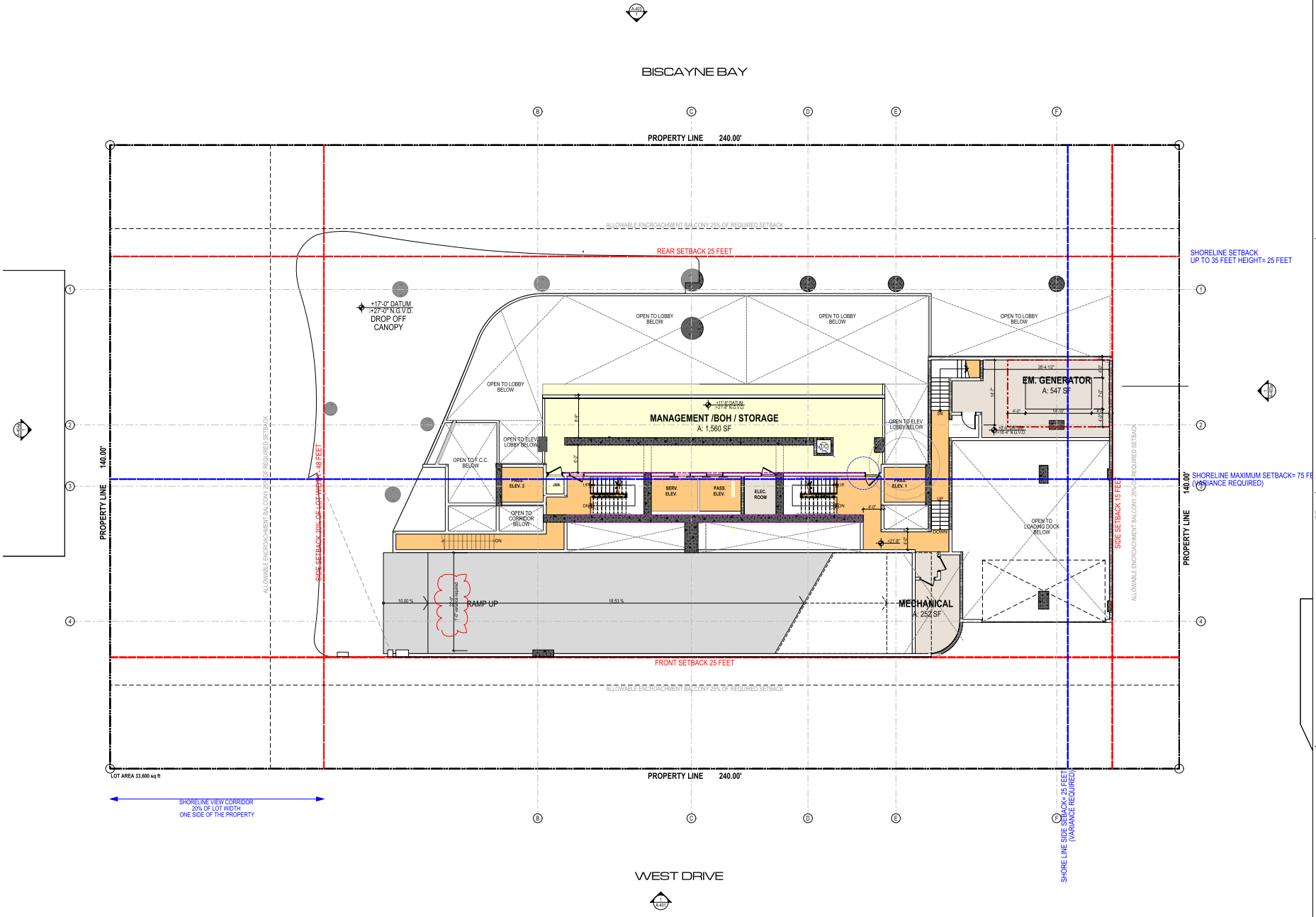

1 BUILDING FLOOR PLAN
LEVEL MEZZANINE - MECHANICAL
SCALE: 1/8" = 1'-0"
+9'-6" N.G.V.D.

N

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Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

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SCHEMATIC DESIGN

Date 06/12/2023
Scale AS SHOWN
Project No. 2114
Sheet Name LEVEL - MEZZANINE
Sheet No. **A-102**

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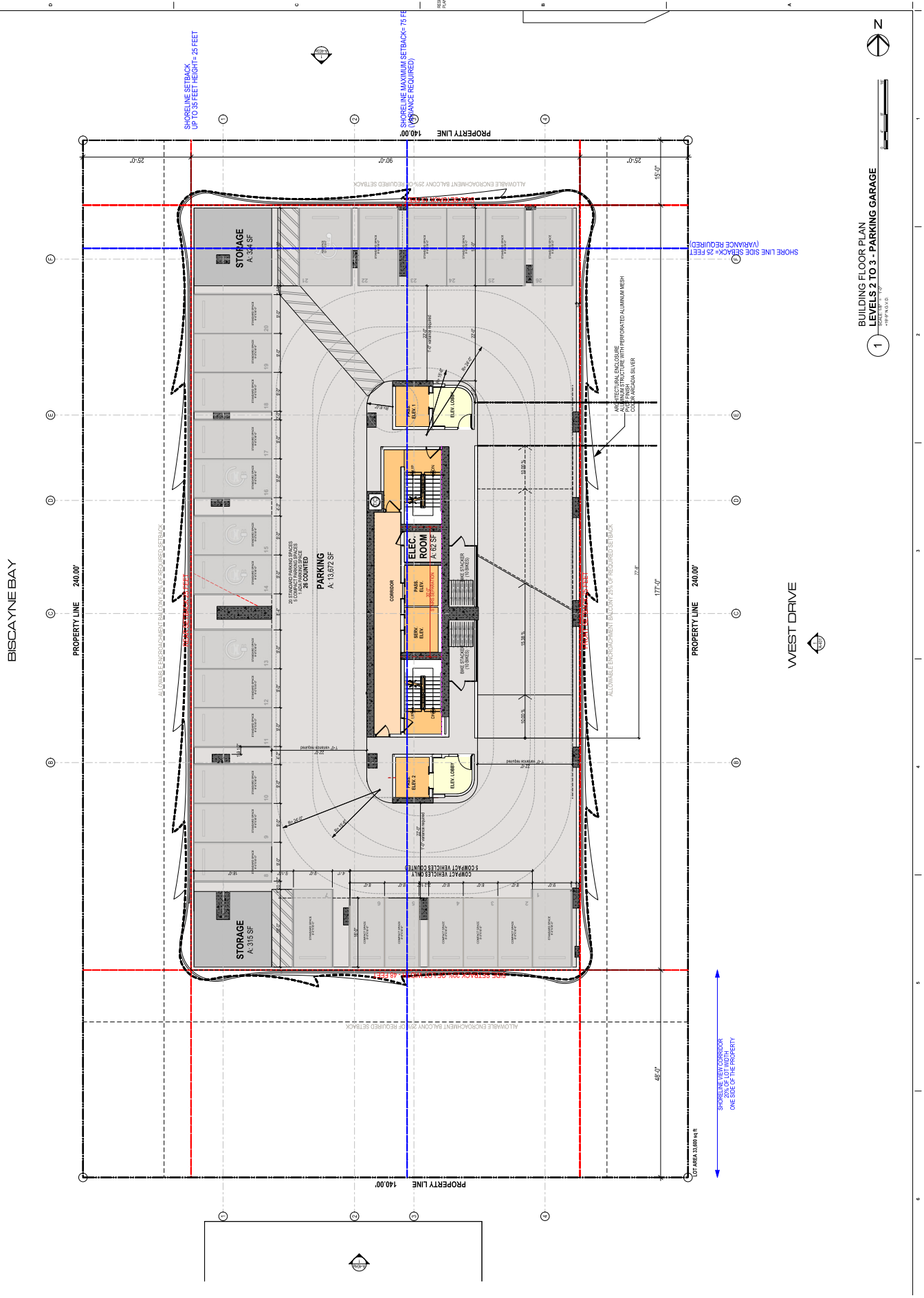

BUILDING FLOOR PLAN
LEVELS 2 TO 3 - PARKING GARAGE
1 SCALE: 1/16" = 1'-0"

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Project
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Revisions
RESPONSE TO PLANNING COMMENTS 07/19/2023

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SCHEMATIC DESIGN

Date
06/12/2023

Scale
AS SHOWN

Project No.
2114

Sheet Name
LEVELS 2 TO 3 - PARKING GARAGE

Sheet No.
A-103

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Revisions
RESPONSE TO PLANNING COMMENTS (07/19/23)

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SCHEMATIC DESIGN

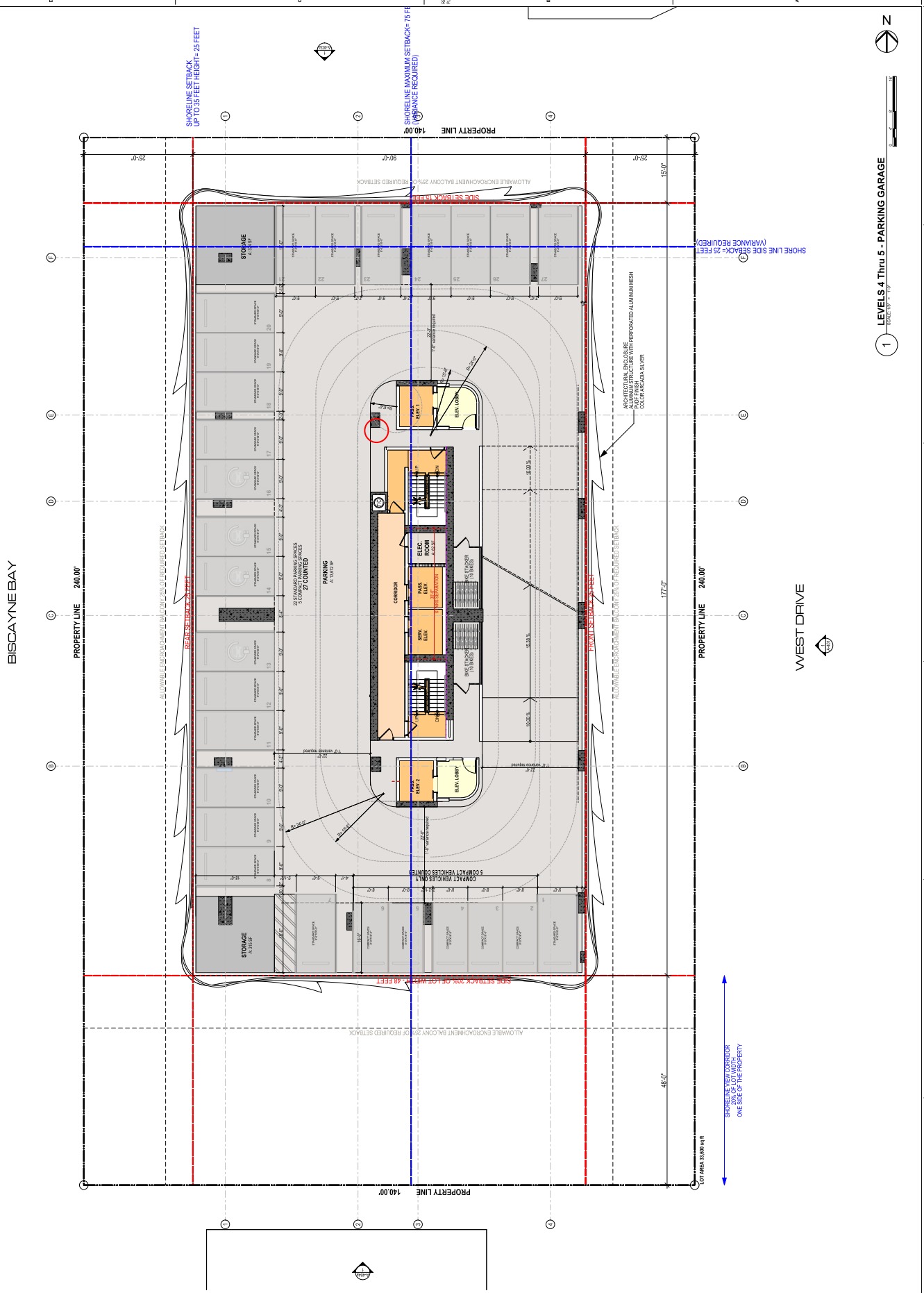
Date
06/12/2023

Scale
AS SHOWN

Project No.
2114

Sheet Name
LEVELS 4 TO 5 - PARKING GARAGE

Sheet No.
A-104



1 LEVELS 4 Thru 5 - PARKING GARAGE
SCALE: 1/8" = 1'-0"

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Project

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Revisions

RESPONSE TO PLANNING COMMENTS — 07/19/2023

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SCHEMATIC DESIGN

Date
06/12/2023

Scale
AS SHOWN

Project No.
Plot Date

Sheet Name
LEVEL 6 - PARKING GARAGE

Sheet No.
A-105

N

SHORELINE SETBACK - UP TO 35 FEET HEIGHT= 25 FEET

SHORELINE MAXIMUM SETBACK= 75 FE (VARIANCE REQUIRED)

PROPERTY LINE 140.00'

SHORE LINE SIDE SETBACK= 25 FEET (VARIANCE REQUIRED)

SIDE SETBACK 15 FEET

ALLOWABLE ENCROACHMENT BALCONY 25% OF REQUIRED SETBACK

25'-0"

90'-0"

15'-0"

STORAGE A. 144 SF

STORAGE A. 289 SF

PARKING A. 12,142 SF

29 COUNTED

22 STANDARD PARKING SPACES
7 COMPACT PARKING SPACES

CORRIDOR

ELEC. ROOM A. 48 SF

PASS. ELEV.

SERV. ELEV.

ELEV. LOBBY

ELEV. 1

ELEV. 2

MEN STAIR

WOMEN STAIR

ARCHITECTURAL ENCLOSURE
ALUMINUM STRUCTURE WITH PERFORATED ALUMINUM MESH
COLOR: ARIZONA SILVER

BISCAYNE BAY

WEST DRIVE

PROPERTY LINE 240.00'

REAR SETBACK 20 FEET

FRONT SETBACK 20 FEET

177'-0"

48'-0"

SIDE SETBACK 20% OF LOT WIDTH = 48 FEET

LOT AREA 33,600 sq ft

SHORELINE VIEW CORRIDOR
(VARIANCE REQUIRED)
ONE SIDE OF THE PROPERTY

1 LEVEL 6 - PARKING GARAGE
SCALE: 1/8" = 1'-0"

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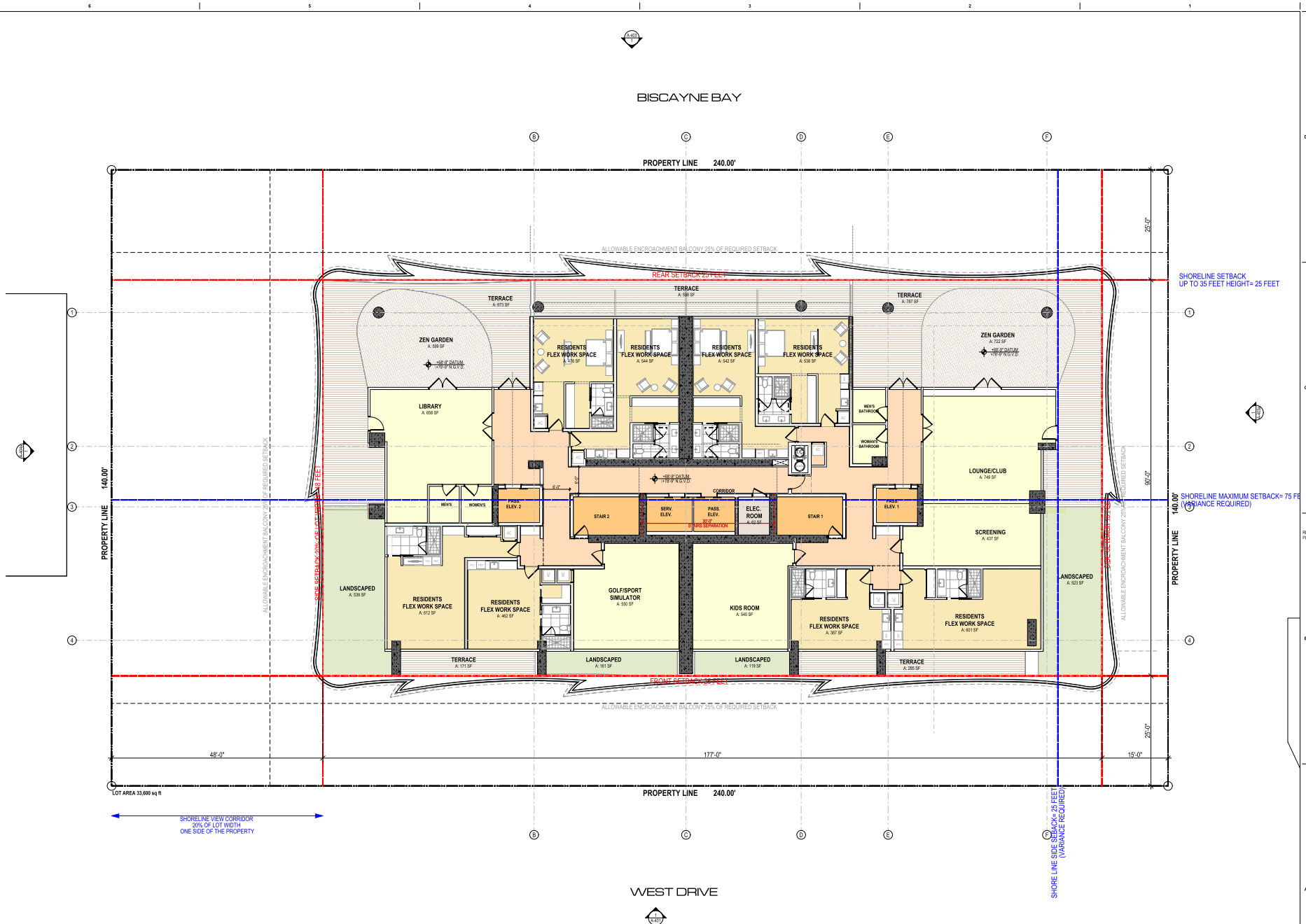

1 BUILDING FLOOR PLAN
LEVEL 7 - AMENITY
SCALE: 1/8" = 1'-0"
+69'-9" N.G.V.D.

N

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Project

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Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

Owner Information

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SCHEMATIC DESIGN

Date 06/12/2023
Scale AS SHOWN
Project No. 2114
Sheet Name LEVEL 7 - AMENITY
Sheet No. **A-106**

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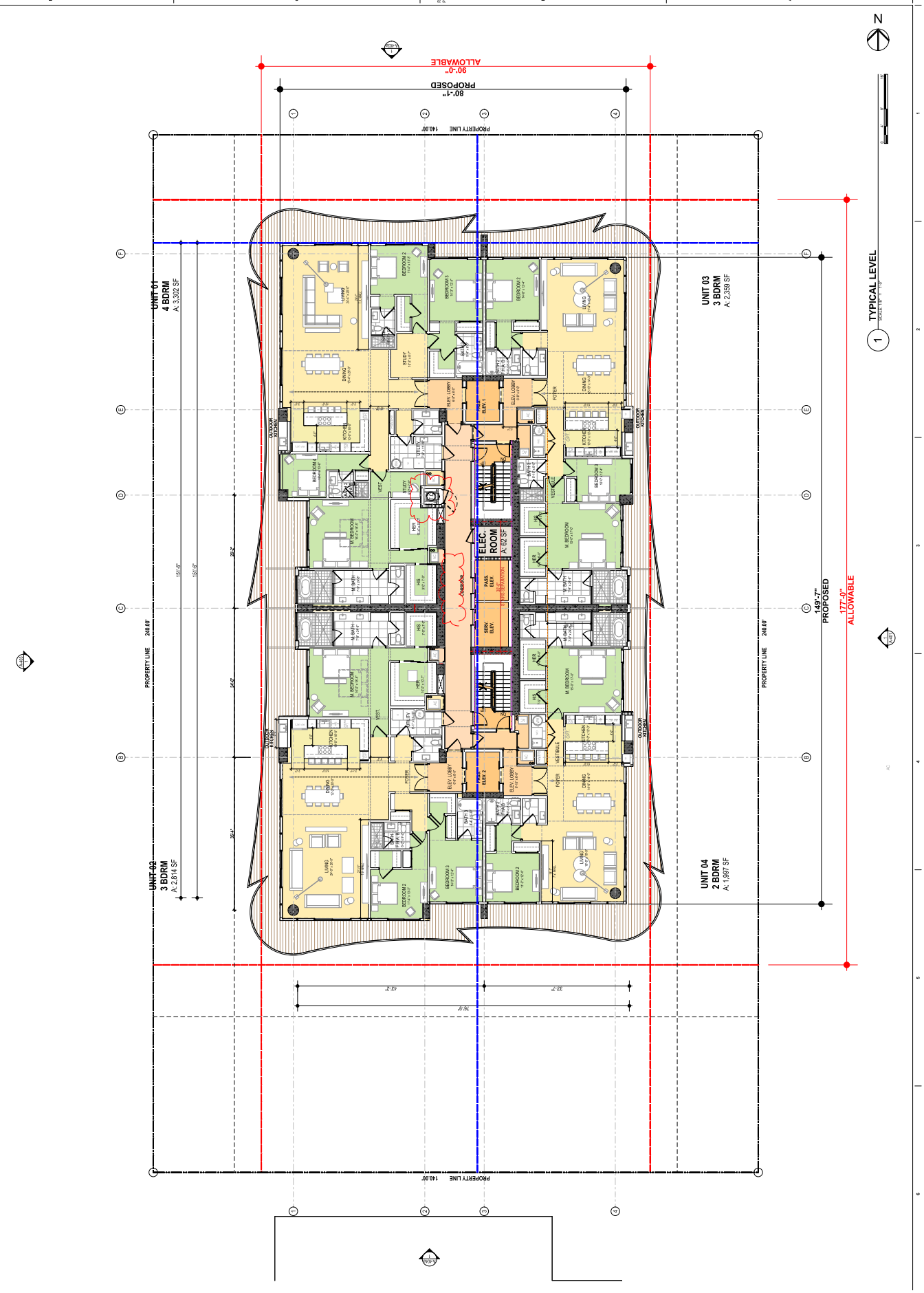

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Revisions

RESPONSE TO PLANNING COMMENTS — 07/19/2023

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SCHEMATIC DESIGN

Date
06/12/2023

Scale
AS SHOWN

Project No.
Plot Date

Sheet Name
LEVELS 8 thru LEVEL 24

Sheet No.
A-107

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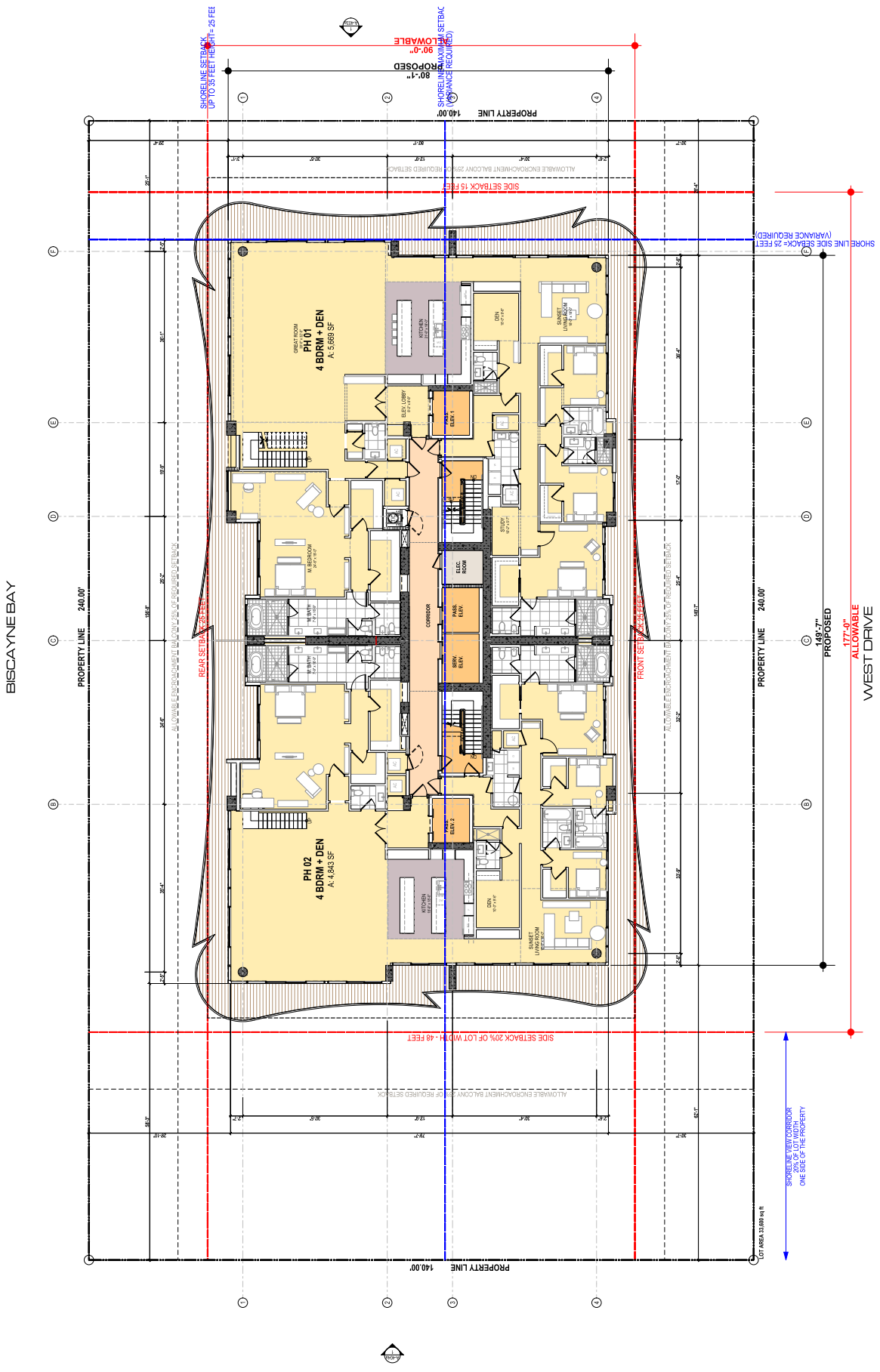

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Project

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Revisions

RESPONSE TO PLANNING COMMENTS — 07/19/2023

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SCHEMATIC DESIGN

Date: 06/13/2023
Scale: AS SHOWN
Project No.: 21-14
Sheet Name: LEVEL 25 - PH UNITS
Sheet No.: **A-108**

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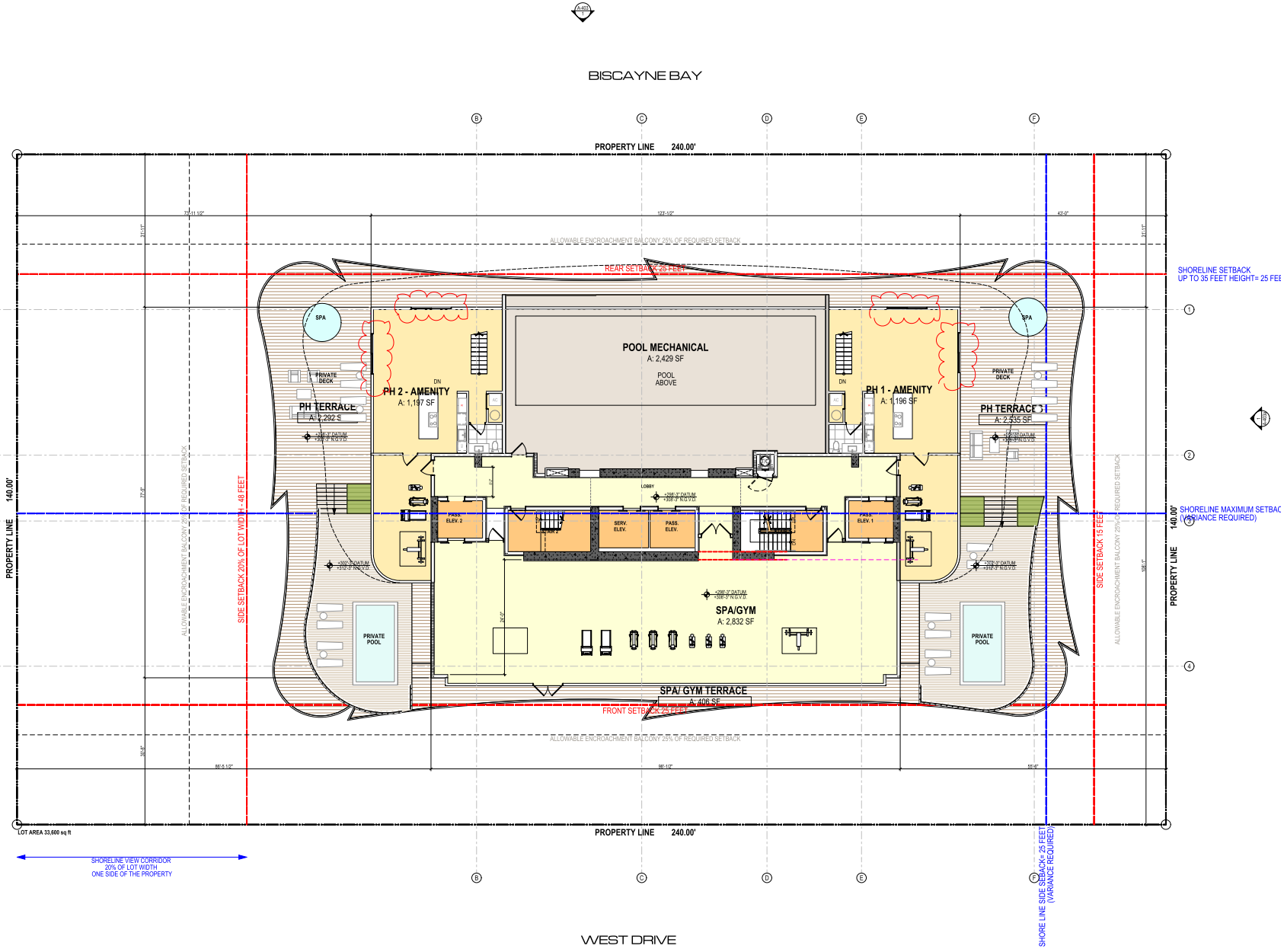

1 BUILDING FLOOR PLAN
LEVEL 26- UPPER PH - POOL AMENITIES
SCALE: 1/8" = 1'-0"

N

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SCHEMATIC DESIGN

Date 06/12/2023
Scale AS SHOWN
Project No. 2114
Sheet Name LEVEL 26 -UPPER PH - POOL AMENITIES
Sheet No. **A-109**

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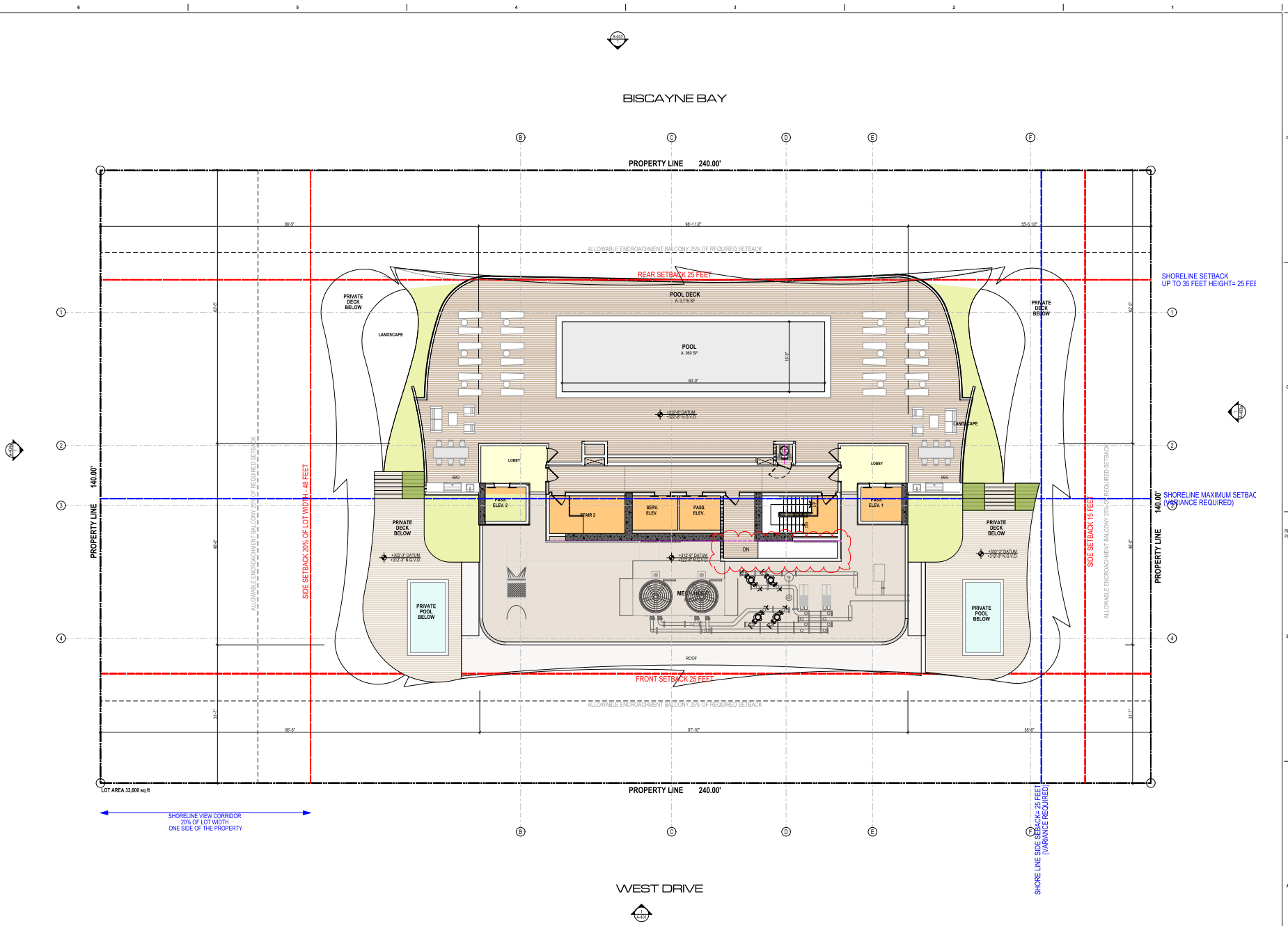

1 BUILDING FLOOR PLAN
LEVEL 27 - POOL DECK
SCALE: 1/8" = 1'-0"
+106'-0" N.G.V.D.

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Sheet Name
LEVEL 27 - POOL DECK
Sheet No.
A-110

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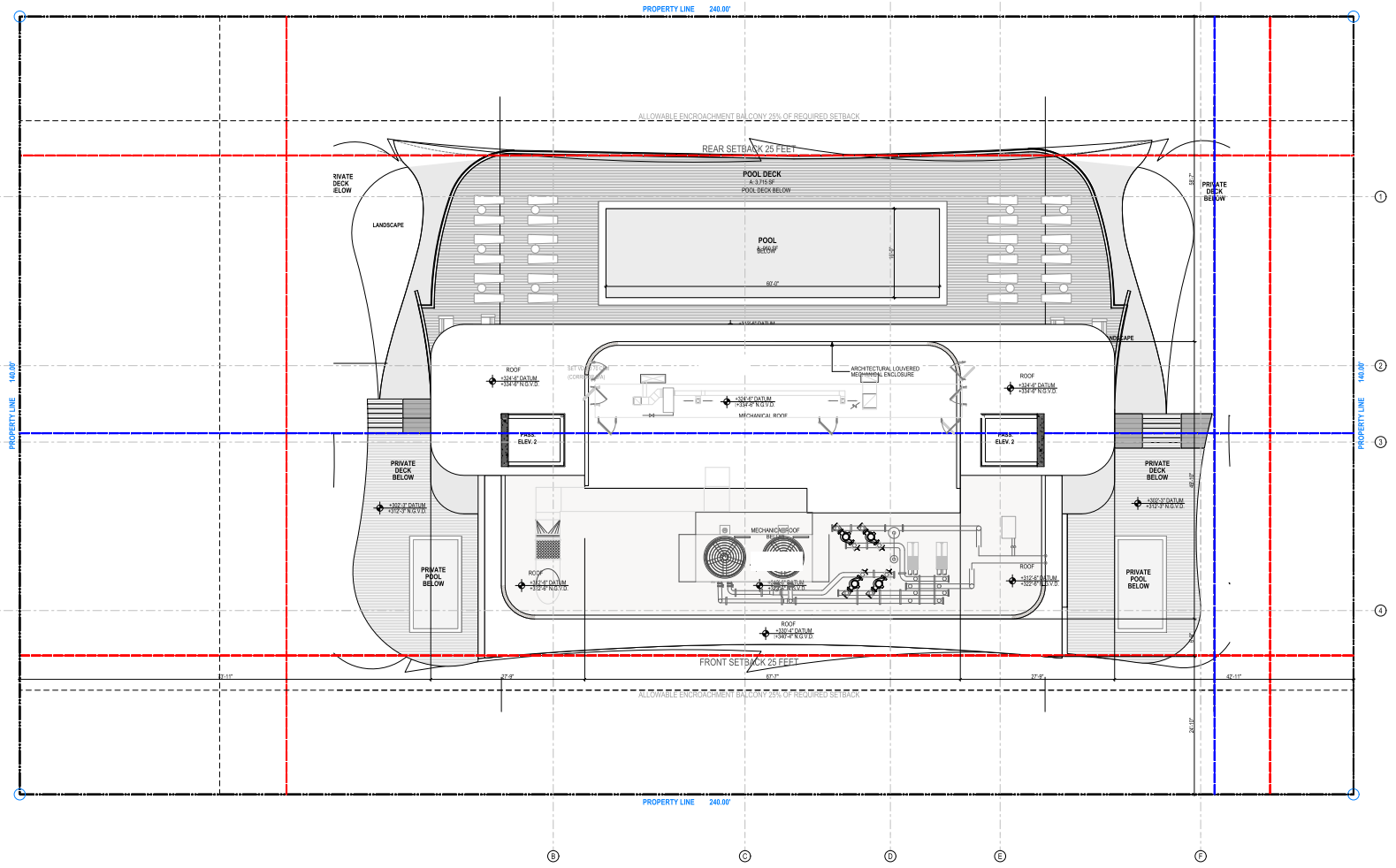

2 BUILDING FLOOR PLAN
LEVEL 27 - POOL DECK
SCALE: 1/8" = 1'-0"
+117'-7" N.G.V.D.

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Project

7940 WEST DRIVE
NORTH BAY VILLAGE

7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

Owner Information

7940 NBV PARTNERS, LLC

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Consultant

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

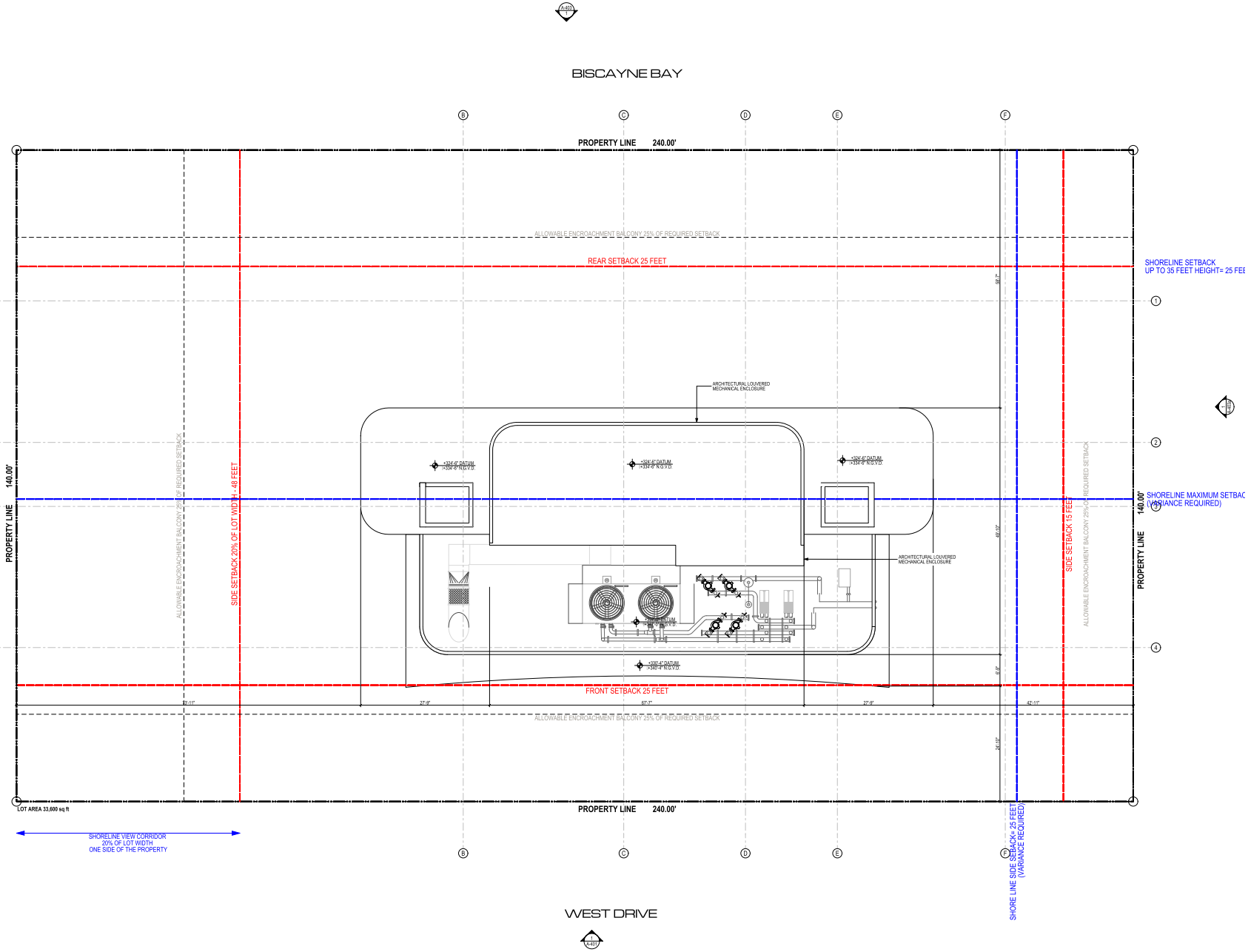
Date
06/12/2023

Scale
AS SHOWN

Project No.
2114

Sheet Name
MECHANICAL ROOF

Sheet No.
A-111



1 BUILDING FLOOR PLAN
TOP OF ROOF
SCALE: 1/8" = 1'-0"
+121'-11" N.G.V.D.

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Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

Owner Information

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Date: 2023.06.06 09:32:44-04'00'

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

Date
06/12/2023
Scale
AS SHOWN
Project No.
2114
Sheet Name
TOP OF ROOF
Sheet No.
A-112

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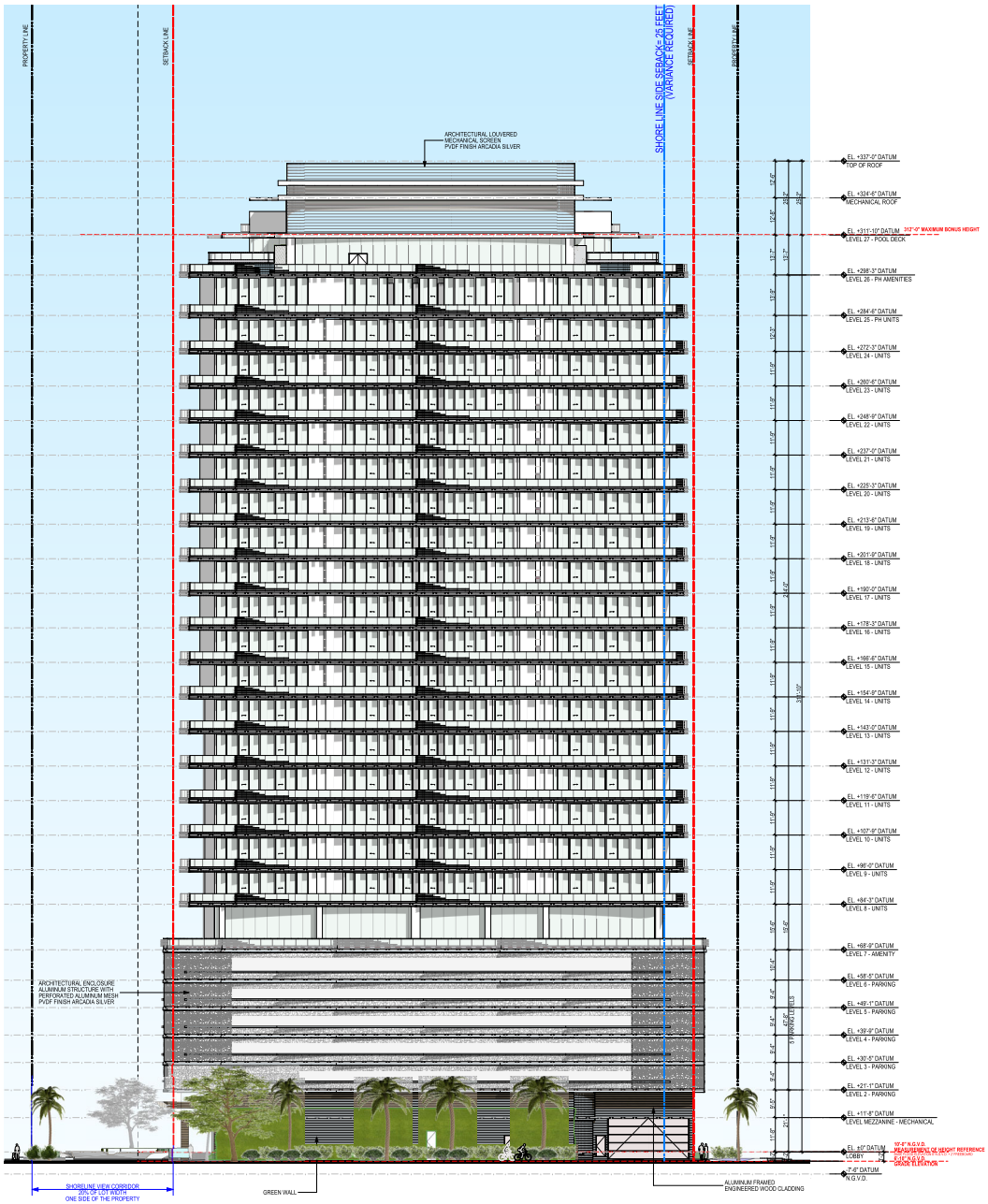

1 **EAST- BUILDING ELEVATION**
SCALE: 1/16" = 1'-0"

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Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

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Date: 2023.08.30 09:36:32 -04'00'

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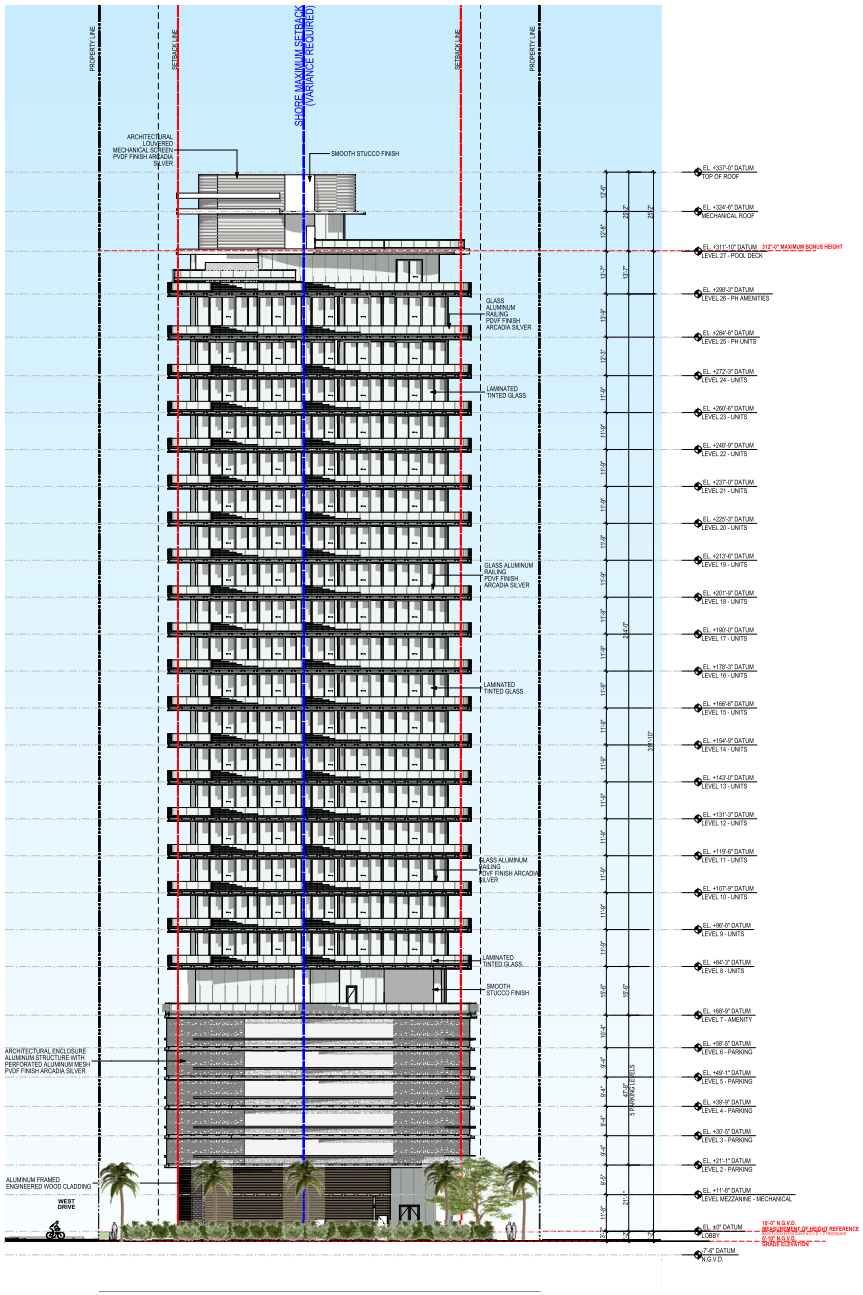
SCHEMATIC DESIGN

Date
06/12/2023
Scale
AS SHOWN
Project No.
2114
Sheet Name
EAST ELEVATION
Sheet No.
A-401



1 **NORTH- BUILDING ELEVATION**
SCALE: 1/16" = 1'-0"

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Project

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Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

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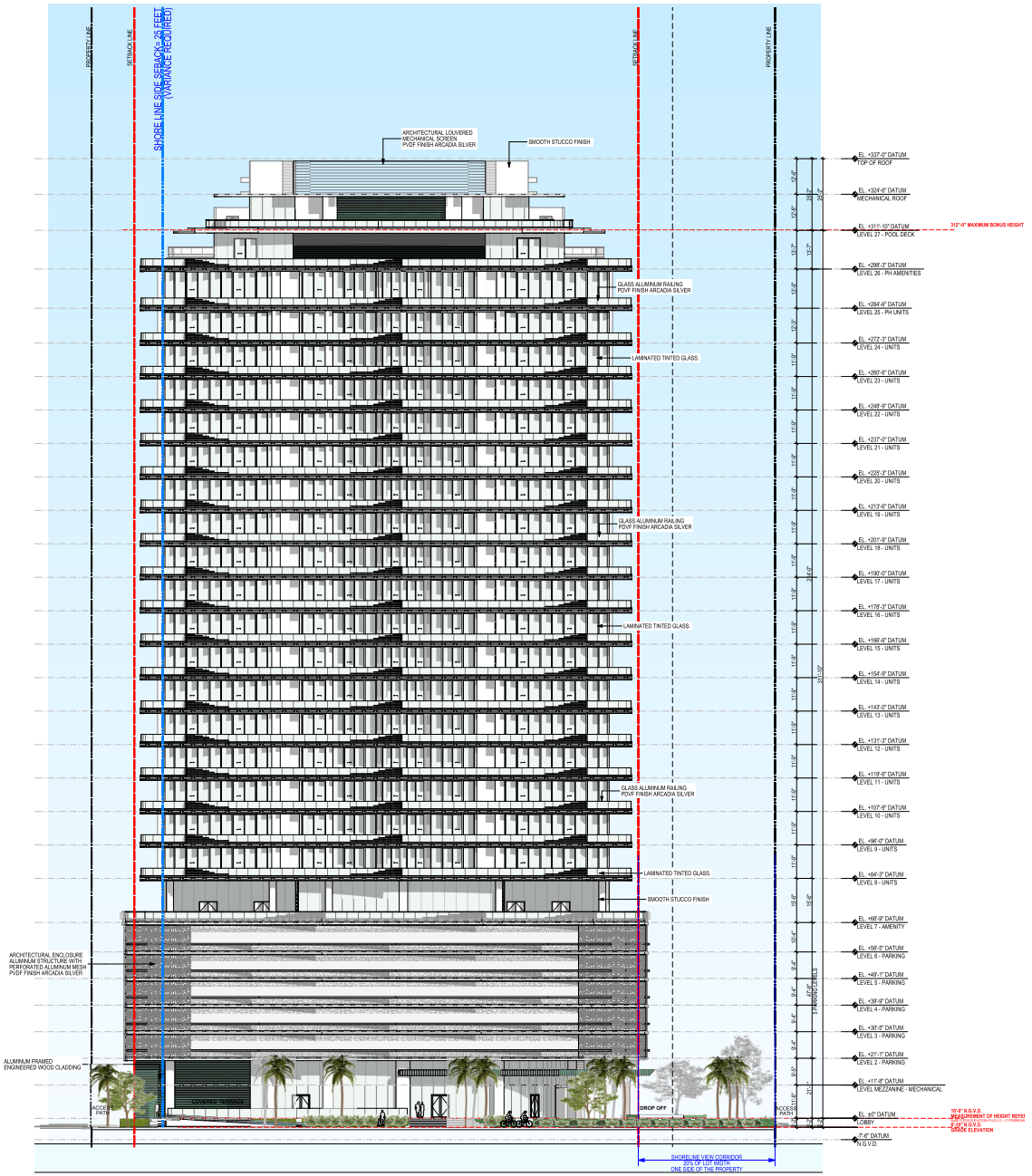
SCHEMATIC DESIGN

Date	06/12/2023
Scale	AS SHOWN
Project No.	2114
Sheet Name	NORTH ELEVATION
Sheet No.	A-402

1177



1 **WEST- BUILDING ELEVATION**

SCALE: 1/16" = 1'-0"

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Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

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SCHEMATIC DESIGN

Date
06/12/2023
Scale
AS SHOWN
Project No.
2114
Sheet Name
WEST ELEVATION
Sheet No.
A-403

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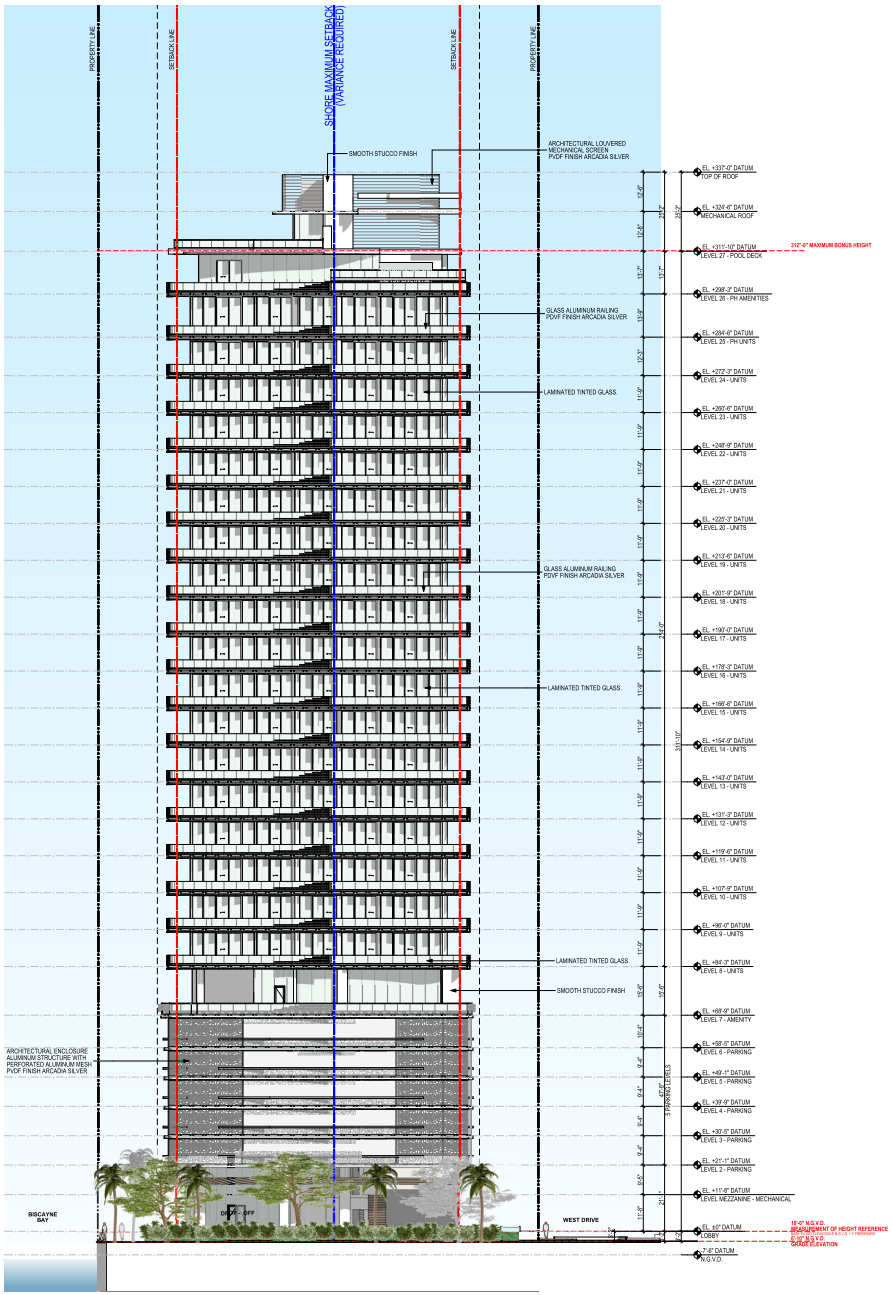

1 **SOUTH- BUILDING ELEVATION**
SCALE: 1/16" = 1'-0"

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Project

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Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

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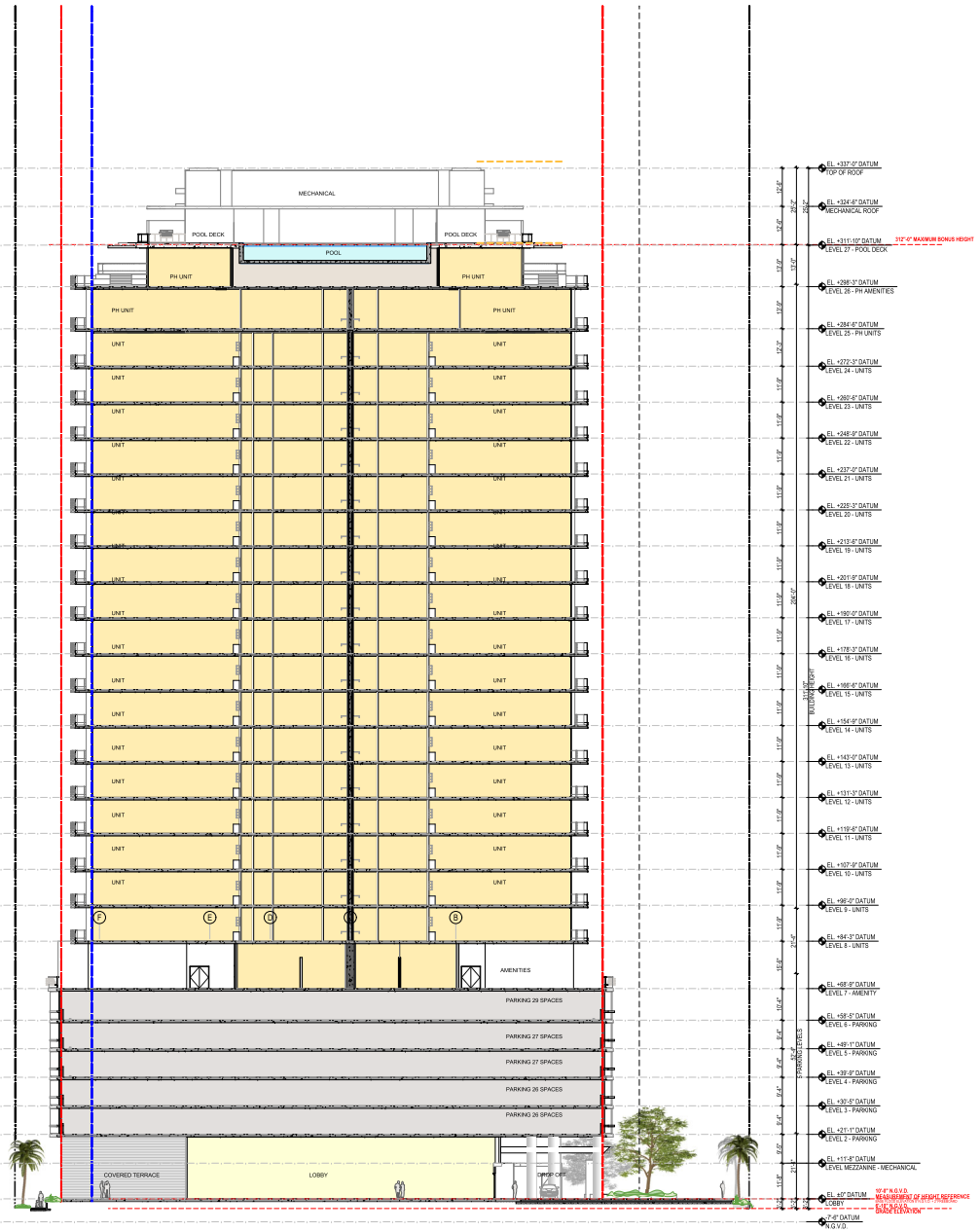
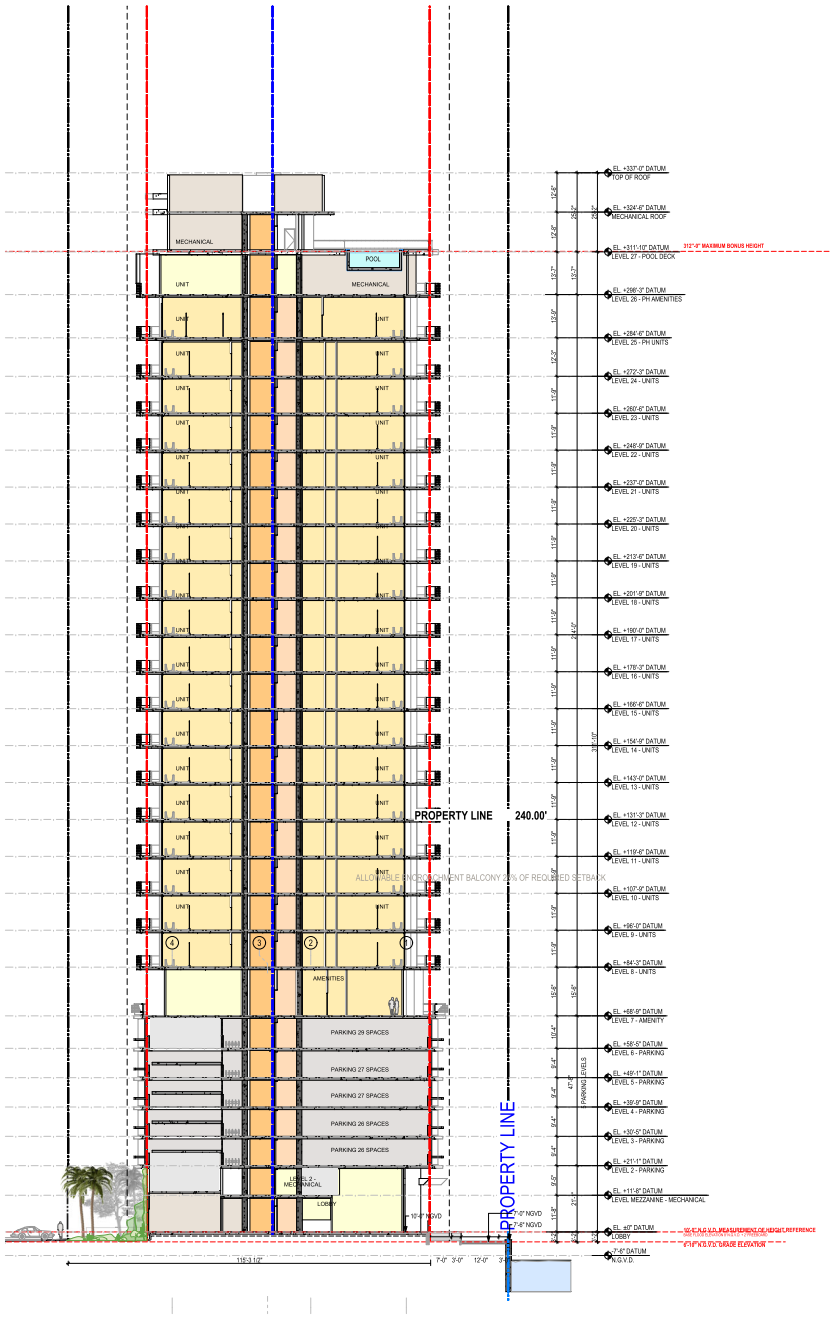
SCHEMATIC DESIGN

Date
06/12/2023
Scale
AS SHOWN
Project No.
2114
Sheet Name
SOUTH ELEVATION
Sheet No.
A-404



1 SECTION B-B
SCALE: 1/16" = 1'-0"



2 SECTION D-D
SCALE: 1/16" = 1'-0"

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Revisions

RESPONSE TO PLANNING COMMENTS 07/18/2023

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SCHEMATIC DESIGN

Date 06/12/2023
Scale AS SHOWN
Project No. 2114
Sheet Name SECTIONS
Sheet No. A-501

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RESPONSE TO PLANNING COMMENTS — 07/19/2023

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SCHEMATIC DESIGN

Date
06/13/2023

Scale
AS SHOWN

Project No.
Plot Date

Sheet Name
ENLARGED SECTIONS

Sheet No.
A-502

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1 3D VIEW - SOUTH EAST
SCALE: 1/8" = 1'-0"



2 3D VIEW - WEST
SCALE: 1/8" = 1'-0"

CONTEXT VIEWS

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Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

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Date
06/12/2023
Scale
AS SHOWN
Project No.
2114
Sheet Name
CONTEXT VIEWS
Sheet No.
A-601





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Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

Owner Information

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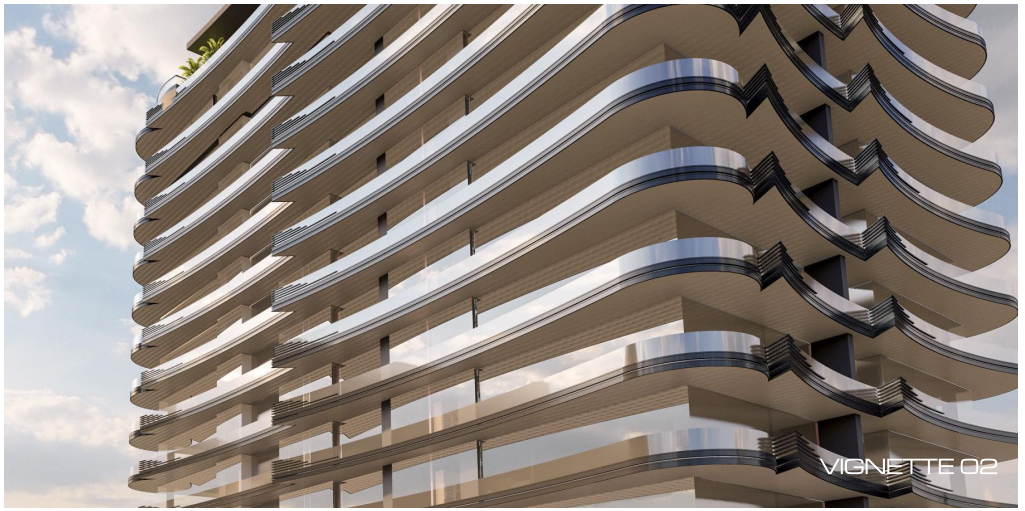
Date
06/12/2023
Scale
AS SHOWN
Project No.
2114
Sheet Name
OVER ALL VIEWS
Sheet No.
A-602

1183







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Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

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Date
06/12/2023
Scale
AS SHOWN
Project No.
2114
Sheet Name
VIGNETTES
Sheet No.
A-603

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Date: 2023.08.30 09:54:47-04'00'

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-008	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		●

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LANDSCAPE ARCHITECT
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MIAMI. FL 33155
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8/30/2023

DRAWING REVISION REGISTER

REV#	SHEET #	REVISION DESCRIPTION

SCOPE OF WORK

THE FOLLOWING DRAWINGS ILLUSTRATE THE PROPOSED SCOPE OF WORK FOR **7940 WEST DRIVE, NORTH BAY VILLAGE, FL, 33141**

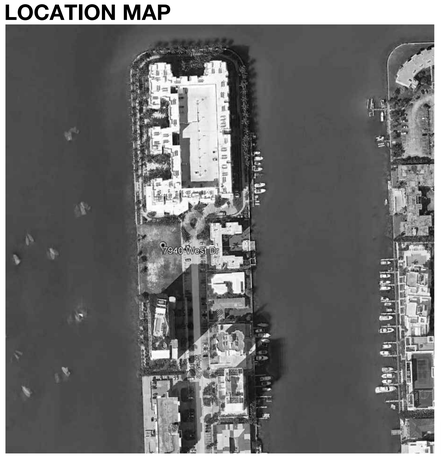
- NEW HARDSCAPE AND LANDSCAPE DESIGN

08/29/2023 **RESPONSES TO PLANNING COMMENTS**
07/18/2023 **RESPONSES TO PLANNING COMMENTS**
06/12/2023 **SITE PLAN SUBMISSION**

SHEET INDEX

		LANDSCAPE DRAWINGS	DRAWING NOTES
★	LCVR	COVER PAGE	* Sheet with Changes
	L002	GENERAL SITE NOTES	
★	L003	AERIAL IMAGE & EXISTING TREES	* Sheet with Changes
★	TD100	TREE DISPOSITION SCHEDULE & NOTES	* Sheet with Changes
★	TD110	TREE DISPOSITION PLAN	* Sheet with Changes
	L200	MATERIALS SCHEDULE & NOTES	
★	L210	MATERIALS PLAN GROUND FLOOR	* Sheet with Changes
★	L400	PLANTING SCHEDULE & NOTES	* Sheet with Changes
	L401	LANDSCAPE NOTES	
★	L410	TREES & PALMS PLANTING PLAN GROUND FLOOR	* Sheet with Changes
★	L420	UNDERSTORY PLANTING PLAN GROUND FLOOR	* Sheet with Changes
	L450	PLANTING DETAILS	
★	L600	SECTIONS	* New Sheet

LOCATION MAP



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NORTH BAY VILLAGE, FL 33141

Revisions

1	RESPONSES TO PLANNING COMMENTS	07/18/2023
2	RESPONSES TO PLANNING COMMENTS	08/29/2023

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614.439.4895
www.land.design

SEAL (MARSH C. KRIPLEN-LA6667007)

SITE PLAN SUMISSION

Date
06/12/2023

Scale
AS SHOWN

Project No.

Sheet Name
COVER SHEET

Sheet No.
LCVR

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File: Bitkloud_RAULSERVER2-2k - Bitkloud Stats for Acrhicad 25r2114_NORTH BAY VILLAGE\2114_7940 WEST DRIVE - NORTH BAY VILLAGE - MARCH 2023 - By rmartinez - Date: 4/7/2023

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.

SITEWORK GENERAL NOTES CONTINUED

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. GENERAL CONTRACTOR TO KEEP ALL ITEMS IMPLEMENTED BY LANDSCAPE ARCHITECT IN PROPER WORKING ORDER THROUGHOUT THE DURATION OF THE PROJECT.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

811
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Revisions

1	RESPONSES TO PLANNING COMMENTS	07/18/2023
2	RESPONSES TO PLANNING COMMENTS	08/29/2023

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SEAL (MARSH C. KRIPLEN-LA6667007)

SITE PLAN SUMISSION

Date
06/12/2023

Scale
AS SHOWN

Project No.

Sheet Name
GENERAL SITE NOTES

Sheet No.
L002

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LEGEND

- TREE OR PALM TO BE REMOVED
- TREE OR PALM TO BE PRESERVED
- OFF-SITE TREE OR PALM
- TREE PROTECTION
  REFER TO DETAIL ON SHEET TD100
- PROPOSED STRUCTURES

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Project No.

Sheet Name
AERIAL IMAGE & EXISTING TREES

Sheet No.
L003

NORTH SCALE 3/32"=1'-0"

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TREES & PLANTING TO BE REMOVED NOTES

1. THE CONTRACTOR IS TO COMPLETELY REMOVE ALL PLANTER MATERIAL DESIGNATED FOR REMOVAL (I.E. ROOT BALL, DEBRIS, SAW DUST, ETC.).
2. THE CONTRACTOR IS TO BACKFILL ALL EXCAVATED ROOT BALLS FLUSH TO THE ADJACENT ELEVATION LEVEL.
3. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT TWO WEEKS IN ADVANCE OF ALL SCHEDULED WORK PERTAINING TO THE RELOCATION OF SITE TREES.

CITY'S TREE REPLACEMENT CHART

Total diameter of tree(s) to be removed (sum of inches at DBH)	Total number of replacement trees required (where each Replacement Tree is a minimum of 2" DBH x 6' spread in Canopy x 12' in height)	OR	Total number of replacement trees required (where each Replacement Tree is a minimum of 4" DBH x 8' spread in Canopy x 16' in height)	Contribution to Tree Trust Fund
2"—3"	1	or	0	$1,000.00
4"—6"	2	or	1	$2,000.00
7"—12"	4	or	2	$4,000.00
13"—18"	6	or	3	$6,000.00
19"—24"	8	or	4	$8,000.00
25"—30"	10	or	5	$10,000.00
31"—36"	12	or	6	$12,000.00
37"—42"	14	or	7	$14,000.00
43"—48"	16	or	8	$16,000.00
49"—60"	20	or	10	$20,000.00

TREE DISPOSITION SCHEDULE

TREE No.	*LATIN NAME*	COMMON NAME	DIAMETER at BREAST HEIGHT (in incheS)	APPROX HEIGHT (in feet)	CANOPY DIAMETER (in feet)	CRITICAL ROOTZONE RADIUS (in feet)	CONDITION	DISPOSITION	REMOVAL- MUNICIPAL CRITERIA		
									PALM	CANOPY	
1	*SABAL PALMETTO*	SABAL PALM	11	22	16		FAIR	REMOVE	1		
2	*STRELITZIA NICOLAI*	WHITE BIRD OF PARADISE	4	15	16		FAIR	REMOVE	1		
3	*STRELITZIA NICOLAI*	WHITE BIRD OF PARADISE	4	18	10		FAIR	REMOVE	1		
4	*COCOS NUCIFERA*	COCONUT PALM	7	42	10		GOOD	REMOVE	1		
5	*PHOENIX SYLVESTRIS*	SYLVESTER PALM	14	42	18		GOOD	REMOVE	1		
6	*COCOS NUCIFERA*	COCONUT PALM	7	35	18		GOOD	REMOVE	1		
7	*COCOS NUCIFERA*	COCONUT PALM	6	30	18		GOOD	REMOVE	1		
8	*COCOS NUCIFERA*	COCONUT PALM	9	45	18		GOOD	REMOVE	1	0	
9	*CHAMAEROPS HUMILIS*	EUROPEAN FAN PALM	6	7	18		FAIR	REMOVE	1	0	
10	*COCOS NUCIFERA*	COCONUT PALM	7	32	5		GOOD	REMOVE			
11	*COCOS NUCIFERA*	COCONUT PALM	10	45	18		GOOD	REMOVE			
12	*BURSERA SIMAROUBA*	GUMBO LIMBO	6	18	18		GOOD	REMOVE		18	
13	*COCOS NUCIFERA*	COCONUT PALM	9	36	12		GOOD	REMOVE	1		
14	*COCOS NUCIFERA*	COCONUT PALM	7	20	18		FAIR	REMOVE	1		
15	*MANGIFERA INDICA*	MANGO TREE	15	25	18		GOOD	REMOVE		18	
16	*COCOS NUCIFERA*	COCONUT PALM	6	20	20		GOOD	REMOVE	1		
17	*UNKNOWN*	DEAD TREE	8	10	0		POOR	REMOVE		0	
ADJ1	*LIGUSTRUM JAPONICUM*	CHINESE PRIVET	10	18	18		GOOD	OFF-SITE			
ADJ2	*COCOS NUCIFERA*	COCONUT PALM	9	35	18		GOOD	OFF-SITE			
ADJ3	*BULNESIA ARBORIA*	VERAWOOD	5	18	16		GOOD	OFF-SITE			
ADJ4	*COCOS NUCIFERA*	COCONUT PALM	12	55	18		GOOD	OFF-SITE			
ADJ5	*BULNESIA ARBORIA*	VERAWOOD	5	18	16		GOOD	OFF-SITE			
ADJ6	*BULNESIA ARBORIA*	VERAWOOD	9	20	18		GOOD	OFF-SITE			
ADJ7	*COCOS NUCIFERA*	COCONUT PALM	8	40	18		GOOD	OFF-SITE			
ADJ8	*BULNESIA ARBORIA*	VERAWOOD	6	16	16		GOOD	OFF-SITE			
ADJ9	*COCOS NUCIFERA*	COCONUT PALM	11	55	18		GOOD	OFF-SITE			
ADJ10	*BULNESIA ARBORIA*	VERAWOOD	4	12	10		GOOD	OFF-SITE			
ADJ11	*COCOS NUCIFERA*	COCONUT PALM	10	42	18		GOOD	OFF-SITE			
ADJ12	*BULNESIA ARBORIA*	VERAWOOD	4	15	12		FAIR	OFF-SITE			
ADJ13	*BULNESIA ARBORIA*	VERAWOOD	5	16	12		FAIR	OFF-SITE			
ADJ14	*BULNESIA ARBORIA*	VERAWOOD	7	18	16		GOOD	OFF-SITE			
ADJ15	*BULNESIA ARBORIA*	VERAWOOD	5	16	15		FAIR	OFF-SITE			
ADJ16	*BULNESIA ARBORIA*	VERAWOOD	3	12	9		POOR	OFF-SITE			
ADJ17	*DELONIX REGIA*	ROYAL PONCIANA	9	18	18		FAIR	OFF-SITE			
ADJ18	*DELONIX REGIA*	ROYAL PONCIANA	10	20	18		FAIR	OFF-SITE			
ADJ19	*COCCOLOBA UVIFERA*	SEAGRAPE	16	28	26		GOOD	OFF-SITE			

FROM PROPOSED PLANTING			
TOTAL UNITS TO BE REMOVED:	12	36	inches
TOTAL ESTIMATED REQUIRED ON SITE MITIGATION PER CODE (2"DBH/12HT):		14	trees
PROPOSED ON SITE MITIGATION BREAKDOWN			TREE CREDIT
CANOPY TREE I- 2"DBH/12'HT MIN.			0
CANOPY TREE II- 4"DBH/16'HT MIN.		4	one CT II is equal to two CT I 8
NATIVE - 1.5"DBH/10'HT MIN.		10	up to 30% of required CT I 10
PALMS- 3"DBH/14'HT MIN.			up to 30% of required CT I at 2 palm/tree 0
TOTAL PROPOSED REPLACEMENT TREES (REFER TO PLANTING PLANS):	14	OMBINATION FULFILLS SITE MITIGATION O	18

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Revisions

1	RESPONSES TO PLANNING COMMENTS	07/18/2023
2	RESPONSES TO PLANNING COMMENTS	08/29/2023

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SITE PLAN SUMISSION

Date 06/12/2023
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Project No.
Sheet Name TREE DISPOSITION SCHEDULE
Sheet No. **TD100**

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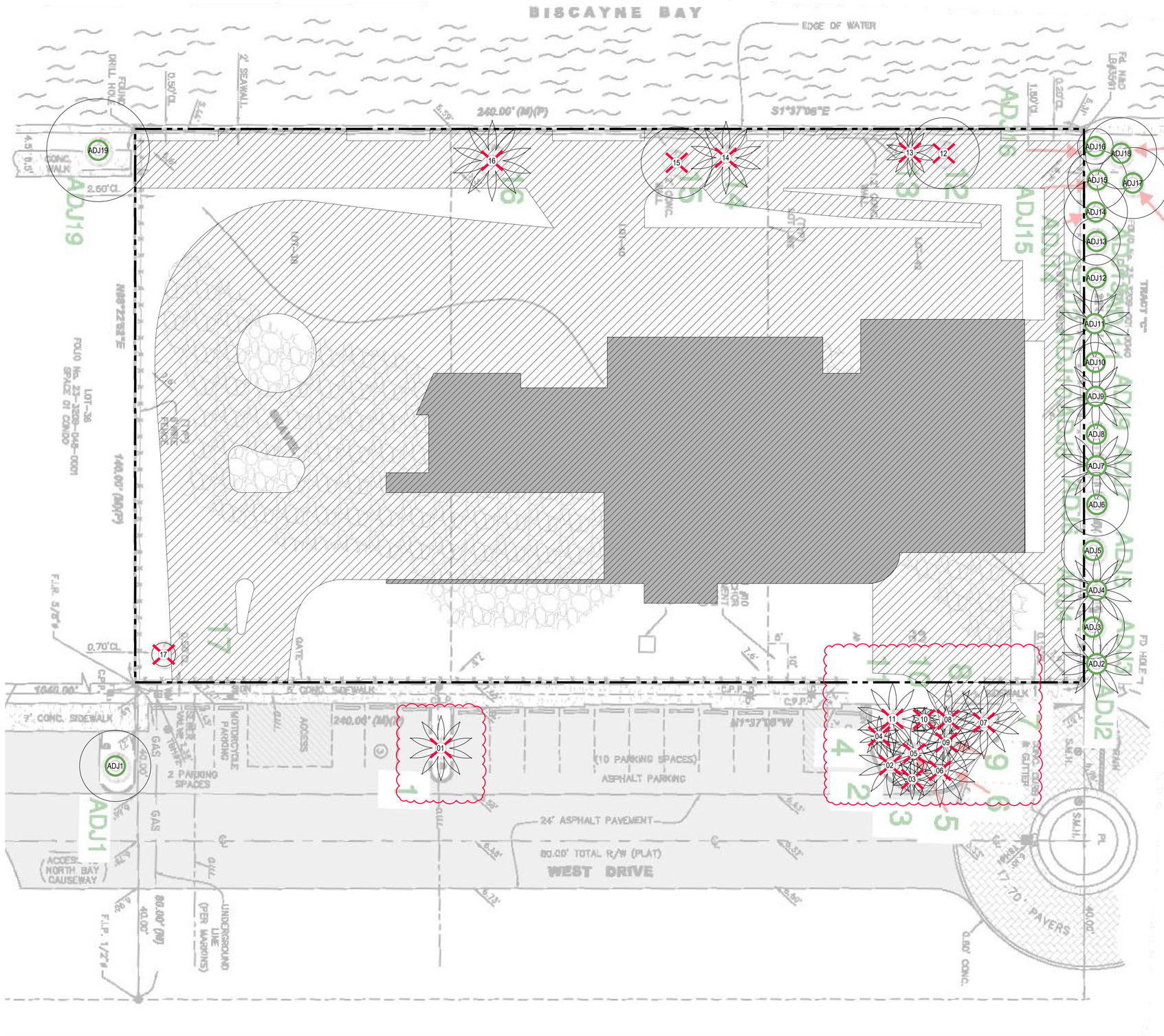

LEGEND

- TREE OR PALM TO BE REMOVED
- OFF-SITE TREE OR PALM
- PROPOSED STRUCTURES

NORTH SCALE 3/32"=1'-0"

0 4' 8'

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SITE PLAN SUMISSION

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06/12/2023

Scale
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Project No.

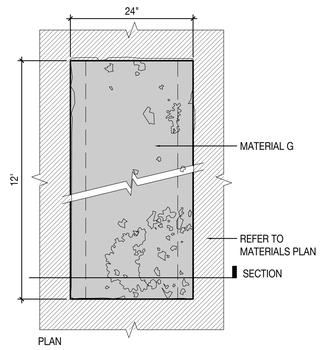
Sheet Name
TREE DISPOSITION PLAN

Sheet No.
TD110

1190

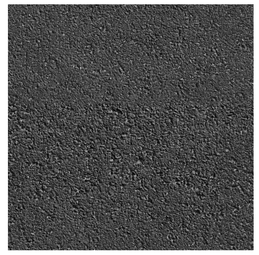
MATERIALS NOTES

1. CONTRACTOR TO VERIFY ALL QUANTITIES. IN CASE OF ANY DISCREPANCIES, GRAPHICALLY SHOWN MATERIAL QUANTITIES SHALL TAKE PRECEDENCE.
2. ALL CONSTRUCTION AND MATERIALS NOT SPECIFICALLY ADDRESSED IN THE CONTRACT DOCUMENTS OR SPECIFICATIONS SHALL BE IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL JURISDICTIONS AND GOVERNING BODIES/AGENCIES STANDARDS.
3. THE CONTRACTOR SHALL PROVIDE A FULL-SCALE MOCKUP AND RECEIVE APPROVAL FROM THE LANDSCAPE ARCHITECT FOR ALL SYSTEMS BEFORE BEGINNING CONSTRUCTION OF PAVEMENT.
4. EXPANSION JOINTS SHALL BE PROVIDED WHERE FLATWORK MEETS VERTICAL STRUCTURES, SUCH AS WALLS, CURBS, STEPS, AND OTHER HARDSCAPE ELEMENTS. EXPANSION JOINTS SHALL ALSO BE PROVIDED AT MATERIAL CHANGES. EXPANSION JOINT MATERIALS/METHODS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
5. CONTROL JOINTS SHOULD BE SPACED NO GREATER THAN TEN (10) LINEAR FEET MAXIMUM, UNLESS OTHERWISE SPECIFIED. EXPANSION JOINTS SHOULD BE SPACED NO GREATER THAN FORTY (40) LINEAR FEET MAXIMUM, UNLESS OTHERWISE SPECIFIED. CONTRACTOR SHALL ADVISE ON OTHER JOINTS AS NEEDED TO MINIMIZE CRACKING. THIS INFORMATION SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
6. CONTROL JOINTS SHALL BE PROVIDED AS SPECIFIED IN THE CONTRACT DOCUMENTS. CONTROL JOINT MATERIALS, METHODS AND RECOMMENDATIONS ON ADDITIONAL CONTROL JOINTS TO MINIMIZE CRACKING SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
7. ALL STEPS SHALL HAVE TWELVE (12) INCH TREADS AND SIX (6) INCH RISERS, UNLESS OTHERWISE SPECIFIED.
8. HOLD TOP OF WALLS AND FENCES LEVEL, UNLESS OTHERWISE SPECIFIED.
9. CONTRACTOR SHALL NOT INSTALL WORK LOCATED ON TOP OF ARCHITECTURAL STRUCTURES WITHOUT FIRST REVIEWING ARCHITECTURAL DRAWINGS.
10. SAMPLES OF SPECIFIED MATERIALS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO ORDERING FOR JOB.



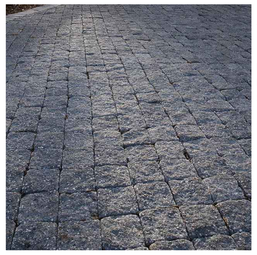
1 STONE BENCH (TYP)

Scale: 1" = 1'- 0"



A

MATERIAL: ASPHALT
LOCATION: LOADING AREA
SPECIFICATION: -
SOURCE: TBD



B

MATERIAL: GRANITE BLOCKS
LOCATION: VEHICULAR ACCESS
SPECIFICATION: DARK GREY
4" x 4" UNITS
SOURCE: TBD



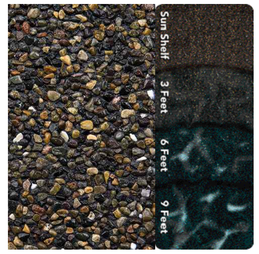
C

MATERIAL: HANOVER PLANKSTONE PAVERS
LOCATION: PEDESTRIAN AREAS
SPECIFICATION: 6" x 18" x x 2 ½"
TUDOR FINISH
MORTAR SET
SOURCE: HANOVER
ARCHITECTURAL PRODUCTS
www.hanoverpavers.com



D

MATERIAL: GREY RIVER ROCK
LOCATION: SEAWALL
SPECIFICATION: COLOR GREY
NATURAL FINISH
1" - 3" Ø AVERAGE
MORTAR SET
SOURCE: TBD



E

MATERIAL: PEEBLETEC - BLACK PEARL
LOCATION: WATER FEATURE
SPECIFICATION: PER MANUFACTURER
SOURCE: POOLTECH INC / PEEBLETEC®
PHONE : (631) 694.4752
www.pooltech.net



F

MATERIAL: TRASH CAN
LOCATION: REFER TO L210
SPECIFICATION: MODEL: MultipliCITY SINGLE
INDEPENDIENT-MULTI USE OPENNING
METAL FINISH
14" x 15" x 47"
SOURCE: LANDSCAPE FORMS
PHONE : 800.430.6209
www.landscapeforms.com



G

MATERIAL: OOLITE STONE BECH
LOCATION: REFER TO L210
SPECIFICATION: SAW CUT BLOCKS
2' X 12' X 18"
PER MANUFACTURER
SOURCE: TBD



H

MATERIAL: DRINKING FOUNTAIN
LOCATION: REFER TO L210
SPECIFICATION: PEDESTAL
ADA COMPLIANT
11GA - GALVANIZED STEEL
SOURCE: ZORO
www.zoro.com



I

MATERIAL: SIVA CELL SYSTEM
LOCATION: RIVERWALK
SPECIFICATION: PER MANUFACTURER
SOURCE: DEEP ROOT
GREEN INFRASTRUCTURE LCC
www.deeproot.com

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Project

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7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

1	RESPONSES TO PLANNING COMMENTS	07/18/2023
2	RESPONSES TO PLANNING COMMENTS	08/29/2023

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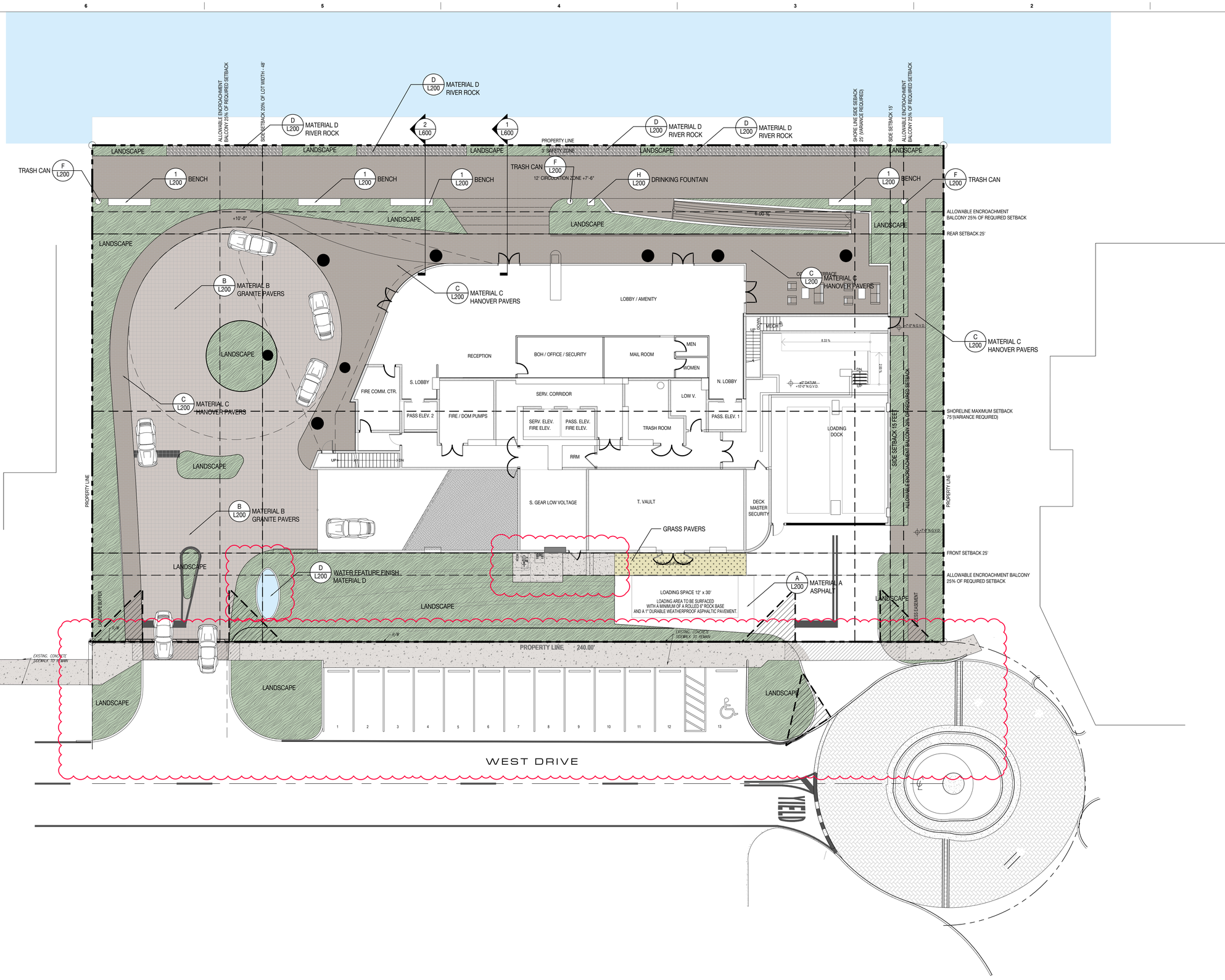
SEAL (MARSH C. KRIPLEN-LA667007)

SITE PLAN SUMISSION

Date
06/12/2023
Scale
AS SHOWN
Project No.
Sheet Name
MATERIALS SCHEDULE
Sheet No.
L200



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Date
06/12/2023

Scale
AS SHOWN

Project No.

Sheet Name
MATERIALS PLAN
PLAN GROUND FLOOR

Sheet No.
L210

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File: Bitkood_RAILSERVER2-25 - Bitkood Basic for Archicad 25\21\4_NORTH BAY VILLAGE\21\4_7940 WEST DRIVE - NORTH BAY VILLAGE - MARCH 2023 - By mgalvez - Date: 4/17/2023

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.
20. DEVELOPMENTS SHALL COMPLY WITH EXISTING LANDSCAPING REQUIREMENTS, AS WELL AS CHANGES IMPLEMENTED IN THE FUTURE TO CONFORM TO CONTIGUOUS DEVELOPMENTS AND LANDSCAPING PLANS IMPLEMENTED FOR THE CAUSEWAY AND INTERIOR ISLAND AREAS.
21. IRRIGATION PLANS, SCHEDULES AND DETAILS WILL BE PROVIDED ACCORDING TO CH. 18A, MIAMI-DADE LANDSCAPING CODE SEC. 18A(B)(K)(E)(F)

PLANTING PLAN SCHEDULE GROUND FLOOR

ABR	QTTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
TREES				
BSI	3	BURSERA SIMARUBA	GUMBO LIMBO	18' HT / 6" DBH
FBE	1	FICUS BENGHALENSIS	BANYAN TREE	30' x 30'
QVI	1	QUERCUS VIRGINIANA	LIVE OAK	20' x 20'
STREET TREES				
BSI2	3	BURSERA SIMARUBA	GUMBO LIMBO	20' OH / 8" DBH
NATIVE UNDERSTORY TREES				
NUT	69	TBD	TBD	12' OH
PALMS				
AAL	1	ARCHONTOPHOENIX ALEXANDRAE	ALEXANDER PALM	FG 30' OA
AAL	1	ARCHONTOPHOENIX ALEXANDRAE	ALEXANDER PALM	FG 35' OA
AAL	1	ARCHONTOPHOENIX ALEXANDRAE	ALEXANDER PALM	FG 40' OA
CNU1	2	COCOS NUCIFERA	COCONUT PALM	FG 12' CT
CNU2	3	COCOS NUCIFERA	COCONUT PALM	FG 18' CT
CNU3	2	COCOS NUCIFERA	COCONUT PALM	FG 24' CT
SPA1	5	SABAL PALMETTO	SABAL PALM	FG 20' CT
SPA2	5	SABAL PALMETTO	SABAL PALM	FG 25' CT
SPA3	6	SABAL PALMETTO	SABAL PALM	FG 30' CT
SHRUBS & GROUNDCOVERS				
CI	162	CHRYSOBALANUS ICACO	COCOPLUM	7 GAL / 24" O.C.
CN	126	CLUSIA NANA	DUARF CLUSIA	7 GAL / 18" O.C.
FM	533	FICUS MACROCARPA	GREEN ISLAND FICUS	7 GAL / 18" O.C.
HD	876	HELILANTHUS DEBILIS	DUNE SUNFLOWER	1 GAL / 12" O.C.
IP	123	IPOMEA PES-CAPRAE	RAILWOOD VINE	3 GAL / 18" O.C.
PS	442	PHYMATOSORUS SCOLOPENDRIA	WART FERN	3 GAL / 18" O.C.
SR	46	SERENOA REPENS	SILVER SAW PALMETTO	15 GAL / 36" O.C.
GRASSES				
TD	858	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	7 GAL / 24" O.C.

US GREEN BUILDING COUNCIL - LANDSCAPE

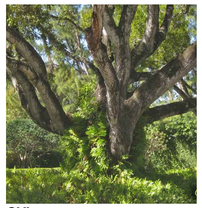
1. **NO INVASIVE PLANTS**
2. **LIMITED CONVENTIONAL TURF - 10% OR LESS**
3. **DROUGHT TOLERANT PLANTS - 85% NATIVE PLANTS WILL REDUCE IRRIGATION DEMAND**
4. **REDUCTION IN WATER DEMAND WITH DRIP IRRIGATION AND RAIN SENSOR**

NOTE:
CONTRACTOR TO PROVIDE LANDSCAPE ARCHITECT WITH $ 15,000 WHOLESALE PLANT ALLOWANCE FOR INFILL PLANTS, ORCHIDS, AND ACCENTS

PLANTING PALETTE


BSI


FBE


QVI

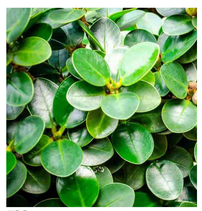

AAL


CNU

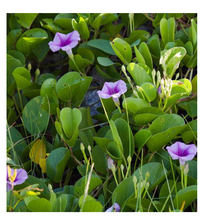

SPA


CI


CN


FM


HD


IP


PS


SR


TD

LANDSCAPE LEGEND

MUNICIPALITY: North Bay Villas

ZONING CLASS: **RM-70** LOT AREA: 33,600 ACRES: 0.7713

ORDINANCE/CODE SECTION: North Bay Village RM-70

		REQUIRED/ ALLOWED	PROVIDED
OPEN SPACE			
A.	Sq. Ft. of required Open Space Lot area: 33,600 Multiplier: 25%	8,400	8,400
B.	Sq. Ft. of parking lot open space Parking Spaces: 2 Multiplier: 10 sf/space	20	20
C.	Total Sq. Ft. of landscaped Open Space required	8,420	8,420
LAWN AREA			
A.	Total Sq. Ft. of landscaped Open Space	8,420	8,420
B.	Maximum Lawn Area (sod) permitted- Open space required: 8,420 Multiplier: 20%	1,684	0
TREES			
A.	Number of trees required per lot, less existing trees Required Trees/Lot: 28 Net lot acres: 0.7713 Required Trees: 22 Existing trees: 0	22	22
B.	% Palms allowed Trees provided: 22 Multiplier: 30%	7	7
C.	% Native required Trees provided: 22 Multiplier: 30%	7	7
D.	% Drought tolerant and low maintenance species required Trees provided: 22 Multiplier: 50%	11	11
STREET TREES			
	NO WORK IN THE ROW INCLUDED IN THIS SCOPE		
A.	Street trees (maximum average spacing of 20' o.c.) Linear ft of street frontage: 240 Multiplier: 35 Existing trees: 0	7	2
B.	Street trees directly below power lines Linear ft of street frontage: 20 Multiplier: 20	0	0
SHRUBS			
A.	Number of shrubs required Lot and street trees required: 28 Multiplier: 12	264	264
B.	% Native species required Shrubs provided: 264 Multiplier: 50%	132	132
LARGE SHRUBS OR SMALL TREES			
A.	Number of shrubs or small tree required Shrubs required: 264 Multiplier: 10%	27	27
B.	% Native species required Shrubs provided: 27 Multiplier: 50%	14	14

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Project

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SEAL (MARSH C. KRIPLEN-LA666700Z)

SITE PLAN SUMISSION

Date 06/12/2023
Scale AS SHOWN
Project No.
Sheet Name PLANTING SCHEDULE & NOTES: GROUND FLOOR
Sheet No. L400

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LANDSCAPE NOTES

MAINTENANCE REQUIREMENTS
TURF CARE

1. MOWING AND EDGING

- ALL GRASS MUST BE MAINTAINED AT THE RECOMMENDED HEIGHT (SEE APPENDIX I), USING MULCHING, ROTARY TYPE, MOWERS.
- MOWING SHALL BE DONE ONCE EACH WEEK DURING SEASONS OF ACTIVE GROWTH (APRIL THROUGH OCTOBER). FROM NOVEMBER THROUGH MARCH, MOWING WILL BE DONE ONLY AS NECESSARY TO KEEP TURF AREAS NEAT AND TO KEEP WEEDS FROM FLOWERING AND SETTING SEED. NOT MORE THAN ONE-THIRD (1/3) OF THE LEAF BLADES SHALL BE
- REMOVED PER MOWING. MOWER HEIGHTS ARE MEASURED WITH MOWERS ON A FLAT, PAVED SURFACE. MOWER BLADES MUST BE SHARP AT ALL TIMES TO PROVIDE A HIGH QUALITY CUT. ALL EDGING WILL BE DONE AT THE TIME OF MOWING.
- CLIPPINGS WILL BE SWEPT, BLOWN, OR VACUUMED FROM SIDEWALKS, PATIOS, CURBS, AND ROADWAYS IMMEDIATELY AFTER MOWING OR EDGING. THEY WILL NOT BE BLOWN INTO STORM DRAINS. BLOWERS SHALL NOT BE USED IN PARKING LOTS. ANY DAMAGE TO VEHICLES, INCLUDING DAMAGE FROM VEGETATIVE DEBRIS AND GRASS CLIPPINGS, IS THE RESPONSIBILITY OF THE CONTRACTOR.
- MOWING MUST BE DIRECTED AWAY FROM WATER BODIES AND IMPERVIOUS SURFACES. TURFGRASS CLIPPINGS ARE A SOURCE OF SLOW-RELEASE NITROGEN. LEAVING THE CLIPPINGS, RATHER THAN REMOVING AND BAGGING THEM, REDUCES BOTH FERTILIZATION NEEDS AND THE AMOUNT OF PLANT MATERIAL THAT MUST BE DISPOSED. NOTE: NO PLANT MATERIAL IS ALLOWED IN FLORIDA LANDFILLS. NO READILY VISIBLE CLUMPS SHALL REMAIN ON THE GRASS SURFACE AFTER MOWING. LARGE CLUMPS OF CLIPPINGS WILL BE RAKED INTO THE TURF OR IMMEDIATELY COLLECTED AND REMOVED BY THE CONTRACTOR.

2. FERTILIZATION

UF/IFAS GUIDELINES FOR TURFGRASS FERTILIZATION SHALL BE FOLLOWED. THESE CAN BE FOUND IN UF/IFAS PUBLICATION ENH962, "FIGURING OUT FERTILIZER FOR THE HOME LAWN" BY L.E. TRENHOLM AND J.B. UNRUH (HTTP://EDIS.IFAS.UFL.EDU/EP221).

- TURF SHALL NOT BE FERTILIZED WHEN HEAVY RAIN IS EXPECTED. A "RING OF RESPONSIBILITY" WILL BE LEFT AROUND OR ALONG WATER BODIES. THE RING OF RESPONSIBILITY SHALL EXTEND AT LEAST 10 FEET FROM THE EDGE OF THE WATER.
- FERTILIZERS MUST CONTAIN SLOW-RELEASE NITROGEN AND WILL BE APPLIED AT THE RATE OF NO MORE THAN ONE POUND OF NITROGEN PER 1,000 SQUARE FEET. THIS IS CALCULATED BY DIVIDING THE PERCENTAGE OF NITROGEN INTO 100. (EXAMPLE: IF THE RATIO 15-0-15 IS USED, THEN 6.6 POUNDS OF THE FERTILIZER WILL BE SPREAD OVER 1,000 SQUARE FEET OF LAWN AREA).

FLORIDA SOILS ARE NATURALLY HIGH IN PHOSPHORUS; THEREFORE A SOIL TEST SHOULD BE USED TO DETERMINE IF THIS NUTRIENT SHOULD BE APPLIED. IF THE SOIL TEST INDICATES THAT PHOSPHORUS APPLICATION IS NEEDED, APPLY 0.25 POUND OF PHOSPHORUS PER 1,000 SQUARE FEET, NOT TO EXCEED 0.50 POUND ANNUALLY.

- THE FERTILIZER ANALYSIS, RATE OF APPLICATION, AND WATERING IN THE PRODUCT, MUST BE SPECIFIED IN THE CONTRACT.
- FERTILIZATION SCHEDULING SHALL NOT EXCEED THE RECOMMENDATIONS FROM THE UF/IFAS EXTENSION SERVICE AND SHOULD COMPLY WITH THE GREEN INDUSTRIES BEST MANAGEMENT PRACTICES, AND STATE AND LOCAL ORDINANCES. LOCAL FERTILIZER REGULATIONS MAY PROHIBIT THE USE OF NITROGEN FERTILIZERS DURING THE SUMMER MONTHS.

3. INSECT AND DISEASE CONTROL

- SELECT A CONTRACTOR THAT USES INTEGRATED PEST MANAGEMENT (IPM) FOR INSECT, DISEASE, AND WEED CONTROL (SEE APPENDIX II).
- THE DECISION TO APPLY A PESTICIDE MUST BE SUPPORTED BY MONITORING RECORDS (IPM FIELD REPORTS). APPLICATIONS OF INSECTICIDES AND FUNGICIDES WILL BE COORDINATED WITH THE IRRIGATION SCHEDULE.
- PESTICIDES MAY ONLY BE APPLIED BY A LICENSED PESTICIDE APPLICATOR OR TRAINED TECHNICIAN UNDER LICENSEE'S SUPERVISION, AND MUST FOLLOW LAWS AND RULES UNDER FLORIDA STRUCTURAL PEST CONTROL ACT, CHAPTER 482 UNDER FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
- THE TREATMENT OF FIRE ANT MOUNDS, FLEAS AND TICKS SOMETIMES FALLS OUTSIDE THE ANNUAL CONTRACT AND MAY REQUIRE AN ADDITIONAL BID.

4. WEED CONTROL

WEEDS ARE OFTEN THE RESULT OF THIN, UNTHRIFTY TURFGRASS. CULTURAL PRACTICES THAT ENCOURAGE DEEP, HEALTHY ROOTS COMBINED WITH PROPER FERTILIZATION AND IRRIGATION MAY ALLEVIATE THIS PROBLEM. HOWEVER, TREATMENTS WITH A PRE- OR POST-EMERGENCE HERBICIDE MAY BE NECESSARY.

PRE-EMERGENT HERBICIDES CONTROL WEEDS BEFORE GERMINATION. THE PRODUCTS SELECTED FOR CONTROL MUST BE USED AT THE RECOMMENDED LABEL RATES.

POST-EMERGENT HERBICIDES CONTROL WEEDS AFTER GERMINATION. THEY MUST BE APPLIED ACCORDING TO THE LABEL INSTRUCTIONS, ESPECIALLY THOSE REGARDING FLORIDA TEMPERATURES.

5. THE CONTROL OF SEDGES SOMETIMES FALLS OUTSIDE THE ANNUAL CONTRACT AND MAY REQUIRE AN ADDITIONAL BID.

5. IRRIGATION

IRRIGATION SYSTEMS MUST BE OPERATED IN AN EFFICIENT MANNER THAT MINIMIZES RUN-OFF AND PERCOLATION BEYOND THE ROOT ZONE. IN GENERAL, IRRIGATION SHOULD BE USED ONLY WHEN NECESSARY. THE USE OF AUTOMATIC RAIN SHUT-OFF DEVICES IS REQUIRED BY STATE LAW (EFFECTIVE MAY 1, 1991). SEE APPENDIX IV FOR MORE DETAILED INFORMATION.

6. RENOVATION

TURF RENOVATION FALLS OUTSIDE THE ANNUAL CONTRACT AND WILL REQUIRE AN ADDITIONAL BID. IT IS IMPORTANT TO DETERMINE THE CAUSE OF GRASS DECLINE TO DETERMINE WHETHER TURFGRASS OR A LOW-MAINTENANCE GROUNDCOVER IS THE BETTER OPTION FOR THE AREA. RENOVATION SHOULD COINCIDE WITH THE RAINY SEASON TO REDUCE THE IRRIGATION DEMAND FOR PLANT ESTABLISHMENT.

SHRUB, PALM AND TREE MAINTENANCE

1. PRUNING

PRUNING IS THE SELECTIVE REMOVAL OF PLANT PARTS AND BRANCHES TO IMPROVE HEALTH, CONTROL GROWTH, OR ENHANCE FRUITING, FLOWERING, OR APPEARANCE. CORRECTIVE PRUNING SHALL BE DONE TO MAINTAIN THE NATURAL SHAPE AND CHARACTERISTICS OF THE SPECIES.

- SHRUBS SHALL BE LIGHTLY PRUNED BASED ON THE NEED OF EACH SPECIES. CERTAIN FLOWERING SHRUBS HAVE SPECIFIC TIMES WHEN THEY SHOULD OR SHOULD NOT BE PRUNED.
- PALMS NEED THEIR FOLIAGE FOR PHOTOSYNTHESIS AND ENERGY PRODUCTION. IT IS PREFERABLE NOT TO REMOVE LIVE, HEALTHY FRONDS. DISCOLORATION OF THE LOWER PALM FRONDS CAN BE A SYMPTOM OF NATURAL SENESCENCE (NORMAL AGING), BUT CAN ALSO BE

CAUSED BY NUTRITIONAL DEFICIENCIES. PROPER FERTILIZATION (E.G., POTASSIUM AND MAGNESIUM) PREVENTS PREMATURE LEAF YELLOWING. THERE ARE SEVERAL REASONS FOR PRUNING PALMS:

1. REMOVING DEAD AND DYING LOWER FRONDS IMPROVES THE APPEARANCE OF A PALM.
2. DEAD AND DYING FRONDS AND LOOSE PETIOLES ARE OFTEN WEAKLY ATTACHED AND CAN PLACE PEOPLE AND PROPERTY AT RISK SHOULD THEY FALL. REMOVING DEAD AND DYING PALM FRONDS WILL REDUCE THIS RISK.
3. FLOWER AND FRUIT CLUSTERS, ESPECIALLY IN PUBLIC LANDSCAPES, CAN BE MESSY AS WELL AS HAZARDOUS. IN ADDITION, SOME PALMS GENERATE LARGE NUMBERS OF SEEDLINGS NEAR THE PLANT. REMOVING FLOWERS OR FRUIT REDUCES THE NUMBER OF POTENTIAL SEEDLINGS.

AVOID REMOVING FRONDS THAT ARE GROWING HORIZONTALLY OR GROWING UPWARD (I.E., RETAIN ALL FRONDS WITHIN A "9AM - 3PM" FRAME). FRONDS SHOULD BE CUT CLOSE TO THE PETIOLE BASE WITHOUT DAMAGING LIVING TRUNK TISSUE. DEAD FRONDS MAY BE REMOVED WITH A SMALL CHAIN SAW, AND DEVELOPING FLOWER AND FRUIT STALKS THAT EMERGE BETWEEN LIVE FRONDS SHALL BE CUT WITH A HAND SAW TO AVOID INJURY TO THE SURROUNDING PALM FRONDS. THE COST OF PRUNING PALMS OVER 15 FEET TALL AND THE REMOVAL OF SUCKERS FROM CLUMPING PALMS USUALLY FALLS OUTSIDE THE ANNUAL CONTRACT AND MAY REQUIRE AN ADDITIONAL BID.

THE CENTRAL LEADERS (TRUNKS) OF ALL TREES SHALL BE MAINTAINED (NO TOPPING, HAT-RACKING, OR "LOLLIPOP" SHAPES). INTERFERING OR CROSSED LIMBS SHALL BE REMOVED. ALL BRANCHES SHALL BE REMOVED USING "COLLAR CUTS." SUCKER GROWTH AT THE BASE OF TREES SHALL BE REMOVED BY HAND. HERBICIDES SHALL NOT BE USED FOR THIS PURPOSE. AESTHETIC PRUNING SHALL CONSIST OF THE REMOVAL OF DEAD OR BROKEN BRANCHES AS OFTEN AS NECESSARY TO HAVE TREES APPEAR NEAT AT ALL TIMES. BRANCHES AND LIMBS SHALL BE KEPT A MINIMUM OF TWO FEET AWAY FROM ALL BUILDINGS, ESPECIALLY ROOFS. TREES BY SIDEWALKS AND PARKING LOTS SHALL BE MAINTAINED TO PROVIDE CLEARANCE FOR PEDESTRIANS AND VEHICLES. PRUNING OF LARGE TREES OVER 15 FEET TALL FALLS OUTSIDE THE ANNUAL CONTRACT AND MAY REQUIRE THE CONTRACTOR TO USE THE SERVICES OF AN ISA-CERTIFIED ARBORIST AT ADDITIONAL COST. THE REMOVAL OF LIVING OR DEAD TREES WILL ALSO REQUIRE AN ADDITIONAL BID AND MAY

- FLORIDA SOILS ARE NATURALLY HIGH IN PHOSPHORUS; THEREFORE A SOIL TEST SHOULD BE USED TO DETERMINE IF THIS NUTRIENT SHOULD BE APPLIED. IF THE SOIL TEST INDICATES THAT PHOSPHORUS APPLICATION IS NEEDED, APPLY 0.25 POUND OF PHOSPHORUS PER 1,000 SQUARE FEET, NOT TO EXCEED 0.50 POUND ANNUALLY.
- THE FERTILIZER ANALYSIS, RATE OF APPLICATION, AND WATERING IN THE PRODUCT, MUST BE SPECIFIED IN THE CONTRACT.
- FERTILIZATION SCHEDULING SHALL NOT EXCEED THE RECOMMENDATIONS FROM THE UF/IFAS EXTENSION SERVICE AND SHOULD COMPLY WITH THE GREEN INDUSTRIES BEST MANAGEMENT PRACTICES, AND STATE AND LOCAL ORDINANCES. LOCAL FERTILIZER REGULATIONS MAY PROHIBIT THE USE OF NITROGEN FERTILIZERS DURING THE SUMMER MONTHS.

3. INSECT AND DISEASE CONTROL

- SELECT A CONTRACTOR THAT USES INTEGRATED PEST MANAGEMENT (IPM) FOR INSECT, DISEASE, AND WEED CONTROL (SEE APPENDIX II).
- THE DECISION TO APPLY A PESTICIDE MUST BE SUPPORTED BY MONITORING RECORDS (IPM FIELD REPORTS). APPLICATIONS OF INSECTICIDES AND FUNGICIDES WILL BE COORDINATED WITH THE IRRIGATION SCHEDULE.
- PESTICIDES MAY ONLY BE APPLIED BY A LICENSED PESTICIDE APPLICATOR OR TRAINED TECHNICIAN UNDER LICENSEE'S SUPERVISION, AND MUST FOLLOW LAWS AND RULES UNDER FLORIDA STRUCTURAL PEST CONTROL ACT, CHAPTER 482 UNDER FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

4. THE TREATMENT OF FIRE ANT MOUNDS, FLEAS AND TICKS SOMETIMES FALLS OUTSIDE THE ANNUAL CONTRACT AND MAY REQUIRE AN ADDITIONAL BID.

4. WEED CONTROL

WEEDS ARE OFTEN THE RESULT OF THIN, UNTHRIFTY TURFGRASS. CULTURAL PRACTICES THAT ENCOURAGE DEEP, HEALTHY ROOTS COMBINED WITH PROPER FERTILIZATION AND IRRIGATION MAY ALLEVIATE THIS PROBLEM. HOWEVER, TREATMENTS WITH A PRE- OR POST-EMERGENCE HERBICIDE MAY BE NECESSARY.

PRE-EMERGENT HERBICIDES CONTROL WEEDS BEFORE GERMINATION. THE PRODUCTS SELECTED FOR CONTROL MUST BE USED AT THE RECOMMENDED LABEL RATES.

POST-EMERGENT HERBICIDES CONTROL WEEDS AFTER GERMINATION. THEY MUST BE APPLIED ACCORDING TO THE LABEL INSTRUCTIONS, ESPECIALLY THOSE REGARDING FLORIDA TEMPERATURES.

THE CONTROL OF SEDGES SOMETIMES FALLS OUTSIDE THE ANNUAL CONTRACT AND MAY REQUIRE AN ADDITIONAL BID.

5. IRRIGATION

IRRIGATION SYSTEMS MUST BE OPERATED IN AN EFFICIENT MANNER THAT MINIMIZES RUN-OFF AND PERCOLATION BEYOND THE ROOT ZONE. IN GENERAL, IRRIGATION SHOULD BE USED ONLY WHEN NECESSARY. THE USE OF AUTOMATIC RAIN SHUT-OFF DEVICES IS REQUIRED BY STATE LAW (EFFECTIVE MAY 1, 1991). SEE APPENDIX IV FOR MORE DETAILED INFORMATION.

6. RENOVATION

TURF RENOVATION FALLS OUTSIDE THE ANNUAL CONTRACT AND WILL REQUIRE AN ADDITIONAL BID. IT IS IMPORTANT TO DETERMINE THE CAUSE OF GRASS DECLINE TO DETERMINE WHETHER TURFGRASS OR A LOW-MAINTENANCE GROUNDCOVER IS THE BETTER OPTION FOR THE AREA. RENOVATION SHOULD COINCIDE WITH THE RAINY SEASON TO REDUCE THE IRRIGATION DEMAND FOR PLANT ESTABLISHMENT.

SHRUB, PALM AND TREE MAINTENANCE

1. PRUNING

PRUNING IS THE SELECTIVE REMOVAL OF PLANT PARTS AND BRANCHES TO IMPROVE HEALTH, CONTROL GROWTH, OR ENHANCE FRUITING, FLOWERING, OR APPEARANCE. CORRECTIVE PRUNING SHALL BE DONE TO MAINTAIN THE NATURAL SHAPE AND CHARACTERISTICS OF THE SPECIES.

- SHRUBS SHALL BE LIGHTLY PRUNED BASED ON THE NEED OF EACH SPECIES. CERTAIN FLOWERING SHRUBS HAVE SPECIFIC TIMES WHEN THEY SHOULD OR SHOULD NOT BE PRUNED.
- PALMS NEED THEIR FOLIAGE FOR PHOTOSYNTHESIS AND ENERGY PRODUCTION. IT IS PREFERABLE NOT TO REMOVE LIVE, HEALTHY FRONDS. DISCOLORATION OF THE LOWER PALM FRONDS CAN BE A SYMPTOM OF NATURAL SENESCENCE (NORMAL AGING), BUT CAN ALSO BE

REQUIRE A TREE REMOVAL PERMIT FROM THE LOCAL MUNICIPALITY.

2. FERTILIZATION

ESTABLISHED TREES AND SHRUBS (THOSE OVER THREE YEARS OLD) GENERALLY DO NOT NEED SUPPLEMENTAL FERTILIZER UNLESS THEY ARE DEFICIENT IN A SPECIFIC NUTRIENT. OVER-FERTILIZATION ENCOURAGES EXCESSIVE GROWTH THAT RESULTS IN INCREASED DEMAND FOR PRUNING.

DURING THE ESTABLISHMENT PHASE, SHRUBS, TREES, AND GROUND COVERS SHALL BE FERTILIZED WITH A SLOW-RELEASE FERTILIZER AT THE RATE OF NO MORE THAN ONE POUND OF NITROGEN PER 1,000 SQUARE FEET OF PLANTING AREA. THE FERTILIZER SHALL CONTAIN BOTH NITROGEN AND POTASSIUM, IN SLOW-RELEASE FORM. A SOIL TEST SHOULD BE USED TO DETERMINE IF MAGNESIUM (MG), AND MINOR ELEMENTS SUCH AS IRON AND MANGANESE ARE NEEDED. IF THE SOIL TEST INDICATES THAT THESE ELEMENTS ARE NEEDED, FERTILIZER SHOULD CONTAIN 3% - 5% MAGNESIUM (MG) AND 1% - 2% OF IRON AND MANGANESE.

FERTILIZER TYPE DEPENDS ON SOIL CONDITIONS. NUTRITIONAL DEFICIENCIES MAY DEVELOP DUE TO SOIL CONDITIONS, SUCH AS ALKALINE PH OR COMPACTED SOILS, OR DAMAGED AND DISEASED ROOT SYSTEMS. DEFICIENCIES OF SPECIFIC NUTRIENTS SHALL BE TREATED WITH APPLICATIONS OF THE NEEDED NUTRIENT IN ACCORDANCE WITH UF/IFAS RECOMMENDATIONS UNTIL DEFICIENCIES ARE CORRECTED.

FERTILIZER SHALL BE BROADCAST AROUND PLANTS UNIFORMLY, BUT WILL NEVER DIRECTLY CONTACT STEMS AND TRUNKS. FERTILIZERS SHALL BE SPREAD EVENLY UNDER TREE CANOPIES (FROM THE OUTER EDGE DRIP LINE INWARD).

PALMS SHALL BE FERTILIZED WITH A GRANULAR, SLOW-RELEASE FERTILIZER THREE TO FOUR TIMES PER YEAR. AN ACCEPTABLE FORMULATION IS 8-2-12-4 (N, P, K, MG PLUS MICRO-ELEMENTS). MATURE PALMS REQUIRE FIVE POUNDS OF FERTILIZER PER APPLICATION. FOR PALMS UNDER TEN FEET TALL, TWO POUNDS PER APPLICATION WILL BE ADEQUATE.

PALMS' NUTRITIONAL REQUIREMENTS DIFFER FROM THOSE OF OTHER LANDSCAPE PLANTS. THEY SUFFER QUICKLY AND CONSPICUOUSLY FROM INADEQUATEMINERAL NUTRITION, WHETHER DUE TO INSUFFICIENT OR INCORRECT FERTILIZATION. DEFICIENCIES IN POTASSIUM, MAGNESIUM, MANGANESE, AND BORON ARE MUCH MORE PREVALENT AND SERIOUS THAN NITROGEN DEFICIENCY. POTASSIUM DEFICIENCY IS THE MOST WIDESPREAD AND SERIOUS OF ALL DISORDERS IN FLORIDA PALMS. MAGNESIUM DEFICIENCY IS ALSO QUITE COMMON IN FLORIDA PALMS, BUT ESPECIALLY IN PHOENIX SPECIES. MANGANESE DEFICIENCY OR "FRIZZLETOP" IS A COMMON PROBLEM IN PALMS GROWING IN THE ALKALINE SOILS THAT COVER MUCH OF SOUTH FLORIDA. THE COST OF MONITORING AND CORRECTING THESE PROBLEMS MAY BE BUILT INTO THE CONTRACT OR IT MAY BE CONSIDERED AN ADDITIONAL, EXTERNAL COST.

3. FERTILIZATION SCHEDULING SHALL NOT EXCEED THE RECOMMENDATIONS FROM THE UF/IFAS EXTENSION SERVICE AND SHOULD COMPLY WITH THE GREEN INDUSTRIES BEST MANAGEMENT PRACTICES, AND STATE AND LOCAL ORDINANCES. LOCAL FERTILIZER REGULATIONS MAY PROHIBIT THE USE OF NITROGEN FERTILIZERS DURING THE SUMMER MONTHS.

3. INSECT AND DISEASE CONTROL

AS MENTIONED ABOVE, CONTRACTOR WILL USE INTEGRATED PEST MANAGEMENT (IPM) PRACTICES AS MENTIONED IN APPENDIX II. THE CONTRACTOR MUST ADHERE TO STATE OF FLORIDA REGULATIONS GOVERNING THE USE OF PESTICIDES.

4. WEED CONTROL

ALL AREAS AROUND TREES, PALMS, AND SHRUBS MUST BE MULCHED AND MAINTAINED WEED FREE. DURING MONTHS OF ACTIVE GROWTH, WEED CONTROL MUST BE ACCOMPLISHED EVERY WEEK.

- ORNAMENTAL BEDS, HEDGE AREAS, AND TREE BASINS WILL BE KEPT WEED FREE BY SUCH MECHANICAL MEANS AS HOEING OR HAND PULLING, AND/OR BY HERBICIDE APPLICATIONS. THROUGH PROPER CULTURAL PRACTICES OF WEEKLY HAND PULLING AND SELECTIVE SPOT TREATMENTS WITH HERBICIDES, USE OF LABOR AND HERBICIDES WILL EVENTUALLY BE GREATLY REDUCED.
- WHERE CHEMICAL WEED CONTROL IS THOUGHT TO BE NECESSARY, CONTRACTORS ARE ENCOURAGED TO USE THE LEAST TOXIC, TARGET-SPECIFIC MATERIALS AND METHODS.

THE MULCHED AREAS AROUND TREES AND PALMS SHALL BE KEPT CLEAN OF GRASS AND WEEDS TO A MINIMUM OF TWENTY-FOUR INCHES FROM THE TRUNK. LARGE TREES AND PLANT GROUPINGS WILL REQUIRE LARGER MULCHED AREAS. IDEALLY, THE MULCHED AREA IS EQUAL TO THE DRIP LINE ON A LARGE CANOPY TREE. EDGING AROUND TREES AND SHRUB BEDS SHALL BE PERFORMED AFTER EACH MOWING USING HAND LABOR OR EDGERS.

STRING TRIMMERS WILL BE USED FOR YEAR-ROUND WEED CONTROL IN SIDEWALKS, PATIO AREAS, PARKING LOTS, CURBS, AND OTHER HARD-SCAPED AREAS. THIS WILL BE DONE WEEKLY IN ORDER TO CONTROL WEEDS WITHOUT HERBICIDE APPLICATION.

MOWERS AND STRING TRIMMERS CAN DAMAGE TREES. TRUNKS BUMPED AND INJURED BY MOWERS CAN BECOME STRESSED, AND AREAS OF DAMAGE SERVE AS ENTRY POINTS FOR DISEASE AND DECAY. THE WHIPPING ACTION OF THE NYLON STRING ON A TRIMMER CAN DE-BARK A YOUNG TREE AND KILL IT. CAREFUL USE OF STRING TRIMMERS AND MOWERS IN THE LANDSCAPE IS IMPERATIVE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF ORNAMENTAL PLANTS KILLED OR DAMAGED BY HERBICIDE APPLICATION OR MECHANICAL EQUIPMENT.

5. IRRIGATION

IRRIGATION SHOULD BE USED ONLY WHEN NECESSARY. THE USE OF AUTOMATIC RAIN SHUT-OFF DEVICES IS REQUIRED BY STATE LAW (EFFECTIVE MAY 1, 1991). FOR MORE DETAILED INFORMATION, SEE APPENDIX III.

6. MULCH

MULCHES ARE AN INCREASINGLY IMPORTANT PART OF THE FLORIDA URBAN LANDSCAPE. A MULCHED LANDSCAPE REDUCES SOIL AND WATER RUN-OFF, HOLDS MOISTURE IN THE ROOT ZONE AND INHIBITS WEEDS.

- MULCH SHALL BE MAINTAINED AT A DEPTH OF AT LEAST TWO INCHES. WHEN ADDITIONAL MULCH IS NECESSARY, THE CONTRACTOR SHOULD PRESENT A SEPARATE BID FOR APPROVAL.
- THE USE OF MULCHES MADE FROM SUSTAINABLE MATERIALS SUCH AS RECYCLED HARDWOOD MULCH, MELALEUCA (PUNK) TREES, EUCALYPTUS, PINE NEEDLES, AND PINE BARK IS RECOMMENDED. GRADE B

CYPRESS MULCHES MADE FROM WHOLE TREE WOOD ARE NOT PERMITTED BECAUSE HARVESTING FROM THE WILD DEPLETES CYPRESS WETLANDS.

- A 2-INCH SPACE SHOULD BE LEFT BETWEEN THE TRUNKS OF PLANTS AND THE MULCH.
- IF MULCH IS INSTALLED IMPROPERLY, THE CONTRACTOR IS RESPONSIBLE FOR CORRECTION, AT NO ADDITIONAL CHARGE. ANY EQUIPMENT (E.G., BOBCAT), NECESSARY TO FACILITATE MULCHING SHALL BE INCLUDED IN THE PRICE SUBMITTED.

LITTER AND DEBRIS REMOVAL

CONTRACTOR SHALL PICK UP ALL DEBRIS GENERATED (WITH THE EXCEPTION OF GRASS CLIPPINGS AND FALLEN LEAVES) WHILE MAINTAINING THE PROPERTY. OTHER DEBRIS FROM HURRICANES, FREEZES AND OTHER NATURAL EVENTS FALL OUTSIDE THE ANNUAL CONTRACT AND MAY REQUIRE A SEPARATE BID.

WARRANTIES

CONTRACTOR SHALL REPLACE, AT HIS/HER EXPENSE, ANY PLANTS OR TURF THAT DETERIORATE OR DIE DUE TO HIS, OR HIS EMPLOYEES', ACTIONS. THIS DOES NOT INCLUDE LOSSES DUE TO DAMAGE FROM ACTS OF GOD, VANDALISM OR HUMAN ABUSE OTHER THAN THAT CAUSED BY THE CONTRACTOR. PALMS AND CITRUS ARE SPECIAL CASES BECAUSE THESE SPECIES ARE SUSCEPTIBLE TO CERTAIN LETHAL DISEASES NOT NORMALLY RELATED TO CULTURAL PRACTICES.

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Project

7940 WEST DRIVE
NORHT BAY VILLAGE
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

1	RESPONSES TO PLANNING COMMENTS	07/18/2023
2	RESPONSES TO PLANNING COMMENTS	08/29/2023

Owner Information

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SEAL (MARSH C. KRIPLEN-LA6667007)

SITE PLAN SUMISSION

Date 06/12/2023
Scale AS SHOWN
Project No.
Sheet Name LANDSCAPE NOTES
Sheet No. L401

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File: BIMcloud: RAI-SERVER2-25 - BIMcloud Basic for Archicad 25/2114 NORTH BAY VILLAGE/2114 7940 WEST DRIVE - NORTH BAY VILLAGE- MARCH 2023 - By mguedez - Date: 4/10/2023

LEGEND

- PROPOSED PALM
- PROPOSED TREE
- OUTER EDGE OF PALM OPENING / TREE ROOT PACKAGE ON SIVA CELL SYSTEM

CNU1 1
CNU2 1
CNU3 1
BSI 1
BSI2 1
NUT 5
NUT 7
NUT 8
SPA 3
SPA 1
SPA 2
AAL 3
FBE 1
QVI 1
ALLOWABLE ENCROACHMENT BALCONY 25% OF REQUIRED SETBACK
SETBACK 20% OF LOT WIDTH
PROPERTY LINE
10' CONSTRUCTION ZONE +7'-6"
SHORE LINE SIDE SETBACK 25' (VARIANCE REQUIRED)
SIDE SETBACK 15 FEET
REAR SETBACK 25'
SHORELINE MAXIMUM SETBACK (VARIANCE REQUIRED)
LOBBY / AMENITY
COVERED TERRACE
RECEPTION
BOH / OFFICE / SECURITY
MAIL ROOM
MEN
WOMEN
MECH.
S. LOBBY
N. LOBBY
FIRE COMM. CTR.
SERV. CORRIDOR
LOW V.
PASS ELEV. 2
FIRE / DOM PUMPS
SERV. ELEV.
FIRE ELEV.
PASS. ELEV.
TRASH ROOM
PASS. ELEV. 1
RRM
LOADING DOCK
S. GEAR LOW VOLTAGE
T. VAULT
DECK MASTER SECURITY
LOADING SPACE 12' x 30'
LOADING AREA TO BE SURFACED WITH A MINIMUM 6 INCH BASE COURSE AND A 1" DURABLE WEARING SURFACE ASPHALTIC PAVEMENT
EXISTING CONCRETE SEAWALL TO REMAIN
EXISTING CONCRETE CURBACK TO REMAIN
WEST DRIVE
+10'-0"
+7'-6"
+6'-0" N.G.V.D.
+10'-0" N.G.V.D.
8.33 %
2.00 %

NOTES:

1. DEVELOPMENTS SHALL COMPLY WITH EXISTING LANDSCAPING REQUIREMENTS, AS WELL AS CHANGES IMPLEMENTED IN THE FUTURE TO CONFORM TO CONTIGUOUS DEVELOPMENTS AND LANDSCAPING PLANS IMPLEMENTED FOR THE CAUSEWAY AND INTERIOR ISLAND AREAS.
2. IRRIGATION PLANS, SCHEDULES AND DETAILS WILL BE PROVIDED ACCORDING TO CH. 18A, MIAMI-DADE LANDSCAPING CODE SEC. 18A(B)(K)(E)(F)

NORTH SCALE 3/32"=1'-0"

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SEAL (MARSH C. KRIPLEN-LA6667007)

SITE PLAN SUMISSION

Date
06/12/2023
Scale
AS SHOWN
Project No.

Sheet Name
TREES & PALMS PLANTING PLAN GROUND FLOOR

Sheet No.
L410

LEGEND

TYP # — PROPOSED SHRUB OR GROUNDCOVER

ALLOWABLE ENCROACHMENT BALCONY 25% OF REQUIRED SETBACK

SIDE SETBACK 20% OF LOT WIDTH - 48'

PROPERTY LINE

SHORE LINE SIDE SEBACK 25' (VARIANCE REQUIRED)

SIDE SETBACK 15'

ALLOWABLE ENCROACHMENT BALCONY 25% OF REQUIRED SETBACK

CIRCULATION ZONE +7'-6"

+10'-0"

8.00 %

ALLOWABLE ENCROACHMENT BALCONY 25% OF REQUIRED SETBACK

REAR SETBACK 25'

COVERED TERRACE

LOBBY / AMENITY

MECH.

UP

DN

8.33 %

12.0 %

+7'-2" N.G.V.D.

+7'-0" N.G.V.D.

RECEPTION

BOH / OFFICE / SECURITY

MAIL ROOM

MEN

WOMEN

S. LOBBY

N. LOBBY

FIRE COMM. CTR.

SERV. CORRIDOR

LOW V.

PASS ELEV. 2

FIRE / DOM PUMPS

SERV. ELEV. FIRE ELEV.

PASS. ELEV. FIRE ELEV.

TRASH ROOM

PASS. ELEV. 1

LOADING DOCK

RRM

S. GEAR LOW VOLTAGE

T. VAULT

DECK MASTER SECURITY

SHORELINE MAXIMUM SETBACK 75' (VARIANCE REQUIRED)

SIDE SETBACK 15'

ALLOWABLE ENCROACHMENT BALCONY 25% OF REQUIRED SETBACK

PROPERTY LINE

FRONT SETBACK 25'

ALLOWABLE ENCROACHMENT BALCONY 25% OF REQUIRED SETBACK

DRIVE EASEMENT

PROPERTY LINE

GRASS PAVERS

LOADING SPACE 12' x 30'

LOADING AREA TO BE SURFACED WITH A MINIMUM OF A ROLLED IT ROCK BASE AND A 1" DURABLE WEATHERPROOF ASPHALTIC PAVEMENT.

CONCRETE SIDEWALK 10' W.MIN.

PROPERTY LINE 248.00'

EXISTING CONCRETE SIDEWALK 10' W.MIN.

WEST DRIVE

YIELD

NOTES:

1. DEVELOPMENTS SHALL COMPLY WITH EXISTING LANDSCAPING REQUIREMENTS, AS WELL AS CHANGES IMPLEMENTED IN THE FUTURE TO CONFORM TO CONTIGUOUS DEVELOPMENTS AND LANDSCAPING PLANS IMPLEMENTED FOR THE CAUSEWAY AND INTERIOR ISLAND AREAS.
2. IRRIGATION PLANS, SCHEDULES AND DETAILS WILL BE PROVIDED ACCORDING TO CH. 18A, MIAMI-DADE LANDSCAPING CODE SEC. 18A(B)(K)(E)(F)

NORTH SCALE 3/32"=1'-0" (0, 4', 8')

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SITE PLAN SUMISSION

Date
06/12/2023

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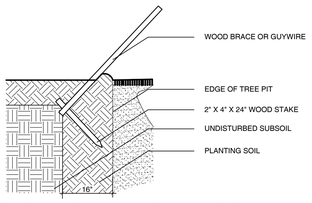
Project No.

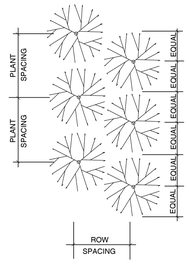
Sheet Name
UNDERSTORY PLANTING PLAN GROUND FLOOR

Sheet No.
L420



TOP OF STAKE MUST BE MINIMUM OF 3" BELOW FINISHED GRADE

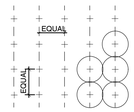
1 STAKING DETAIL
SCALE: NOT TO SCALE



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"

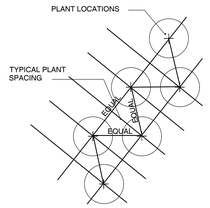
2 PLANT SPACING
SCALE: NOT TO SCALE

NOTE:
IN MOST CASES TRIANGULAR SPACING IS PREFERRED. USE SQUARE SPACING ONLY IN SMALL RECTILINEAR AREAS.

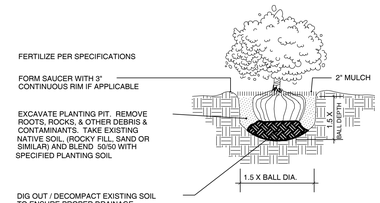


TYPICAL PLANT SPACING

SQUARE SPACING PLAN



TRIANGULAR SPACING PLAN



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.

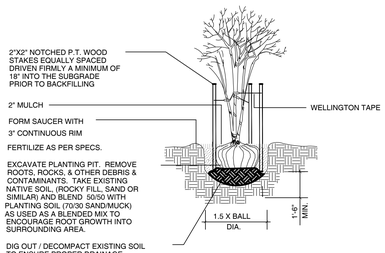
GENERAL: REFER TO LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. CONFIRM TYPE TO BE USED WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

5 MULCH- TYPICAL

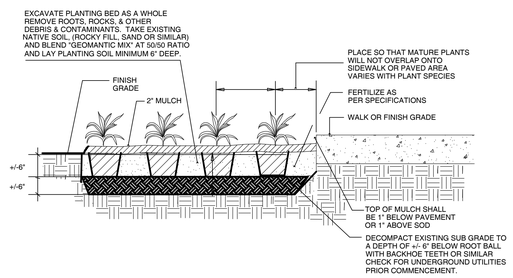
MIX:
5050- MUCK AND FINE SAND

SUPPLIER: ATLAS PEAT AND SOIL 561.734.7300

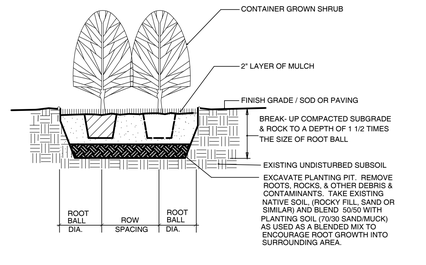
6 PLANTING SOIL- LAWN TOP DRESSING



7 MULTI TRUNK TREE- PLANTNG & STAKING
SCALE: NOT TO SCALE

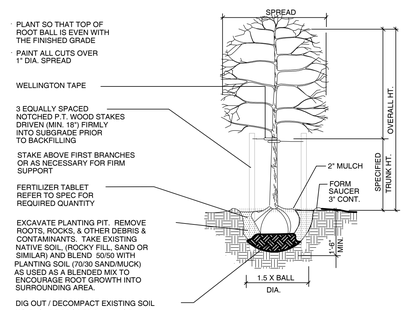


8 SHRUB- HEDGE AND MASS PLANTING
SCALE: NOT TO SCALE



9 SHRUB- HEDGE AND MASS PLANTING
SCALE: NOT TO SCALE

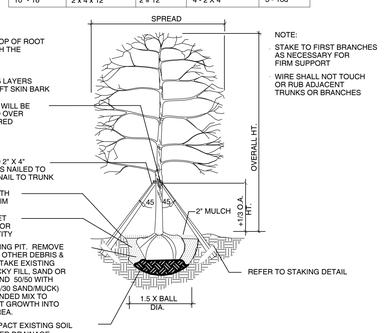
CALIPER	TIES	STRANDS	STAKES
1" - 1 1/2"	2	1 # 12	2 - 2 X 2
1 1/2" - 2"	3	1 # 12	3 - 2 X 2
2" - 3"	3	2 # 12	2 - 2 X 2



NOTE:
USE FOR 3" OR LESS SINGLE STEM TREES & PALMS

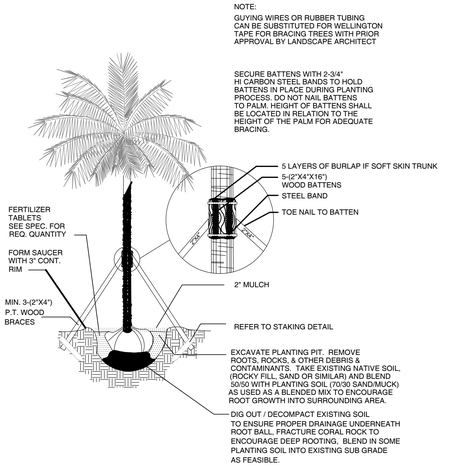
10 CANOPY AND PALM TREE- PLANTING & VERTICAL STAKING
SCALE: NOT TO SCALE

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



12 PALM- PLANTING & STAKING
SCALE: NOT TO SCALE

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File: 8580cdd, REASERVE R2-25 - 8580cdd Basic for Archicad 25(21)14, 7940 WEST DRIVE - NORTH BAY VILLAGE - MARCH 2023 - By mjaimez - Date: 4/10/2023

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Project

7940 WEST DRIVE
NORHT BAY VILLAGE
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

1	RESPONSES TO PLANNING COMMENTS	07/18/2023
2	RESPONSES TO PLANNING COMMENTS	08/29/2023

Owner Information

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(912) 398.1775

Consultant

LAND
7294 NW 1st COURT
MIAMI, FL 33150
614.439.4895
www.land.design

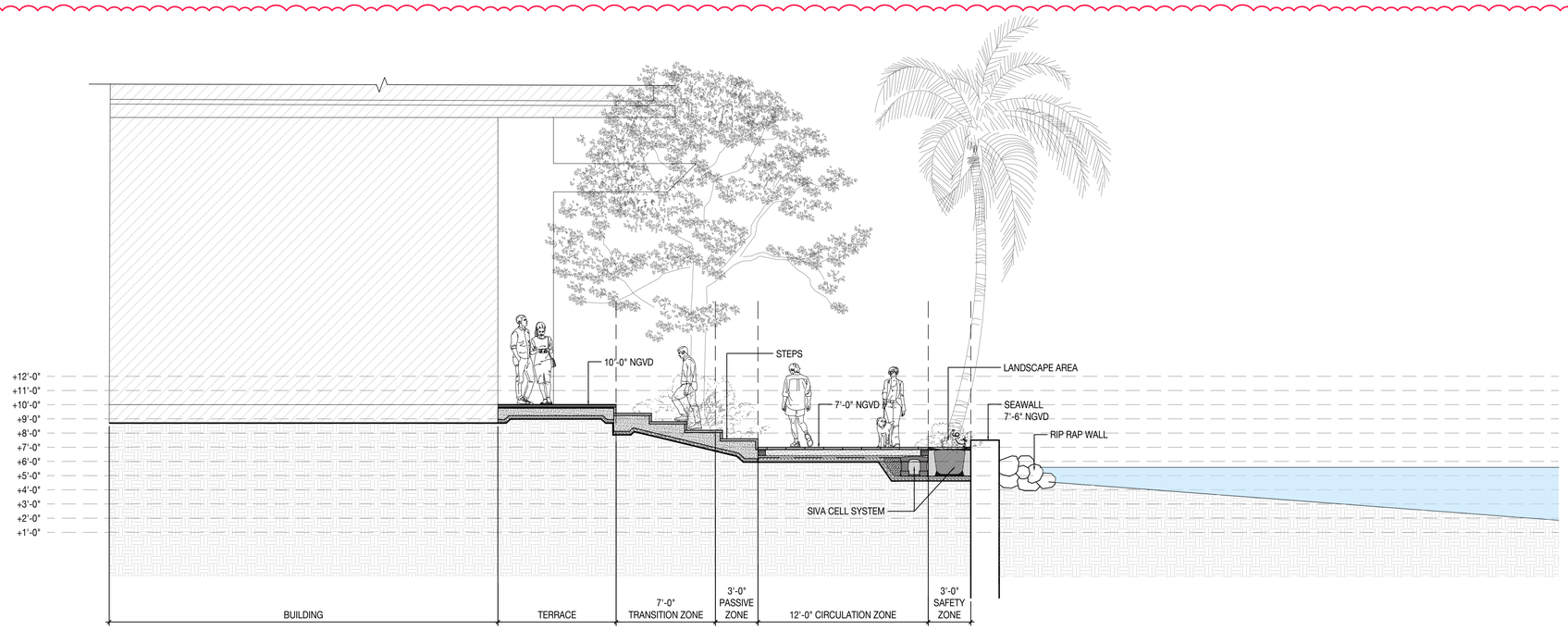
SEAL (MARSH C. KRIPLEN-LA666700?)

SITE PLAN SUMISSION

Date
06/12/2023
Scale
AS SHOWN
Project No.

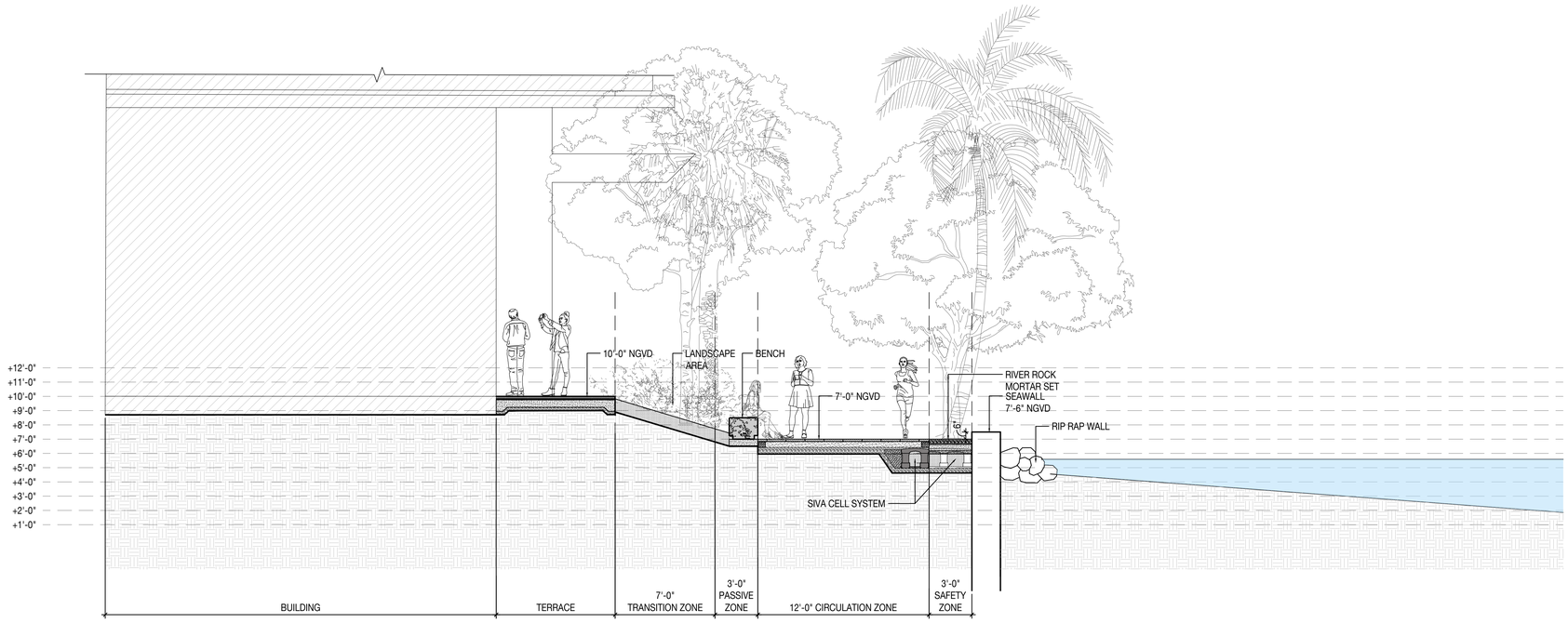
Sheet Name
PLANTING DETAILS
Sheet No.
L450

1197



1 SECTION 1

Scale: 1/4" = 1'- 0"



2 SECTION 2

Scale: 1/4" = 1'- 0"

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Revisions

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Date
06/12/2023

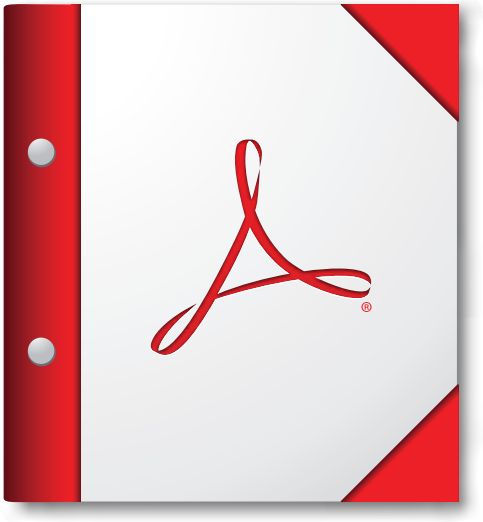
Scale
AS SHOWN

Project No.

Sheet Name
SECTIONS

Sheet No.
L600

1198



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DOWNLIGHT

NORMAL	EMERGENCY	CRITICAL	
			RECESSED
			RECESSED [SQUARE]
			SURFACE
			SURFACE [SQUARE]
			ADJUSTABLE

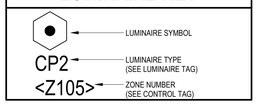
CHARACTER

NORMAL	EMERGENCY	CRITICAL	
			SURFACE
			PENDANT
			WALL
			BASE
			BASE W/ HEAD

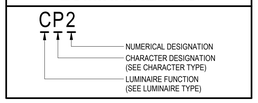
SPECIALTY

NORMAL	EMERGENCY	CRITICAL	
			SURFACE
			WALL
			TRACK
			PLUG-IN
			MOVING

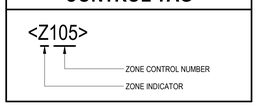
LUMINAIRE KEY



LUMINAIRE TAG



CONTROL TAG



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
IN	INCH
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 JBOX 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 IN 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

IN-GRADE

NORMAL	EMERGENCY	CRITICAL	
			IN-GRADE
			DIRECTIONAL

UNDERWATER

NORMAL	EMERGENCY	CRITICAL	
			UNDERWATER
			UNDERWATER SURFACE

FIBER OPTIC

NORMAL	EMERGENCY	CRITICAL	
			SOURCE
			ENPOINT

LUMINAIRE TYPE

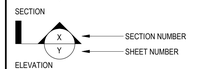
A	ACCENT / AIMABLE
B	BOLLARD / PATH / STEP
C	CHARACTER
D	DOWNLIGHT
E	SPECIALTY / THEATRICAL
F	FLOODLIGHT / SPOTLIGHT
G	INGRADE
H	HIGH BAY / HAZARDOUS
I	INDIRECT
J	JUNCTION BOX
K	C/KLEAN / GASKETED
L	LINEAR
M	MULTILAMP / STRING LIGHTS
N	NICHE OR COVE
O	[NOT USED]
P	POLE/PARKING
Q	POWER SUPPLIES
R	TROFFER
S	SURFACE / STRIPLIGHT
T	TRACK
U	UNDERWATER
V	VANDAL
W	WORKLIGHT / WALLPACK
X	EXIT / EMERGENCY
Y	GRAPHIC
Z	[USED IN ZONING]

REFERENCES

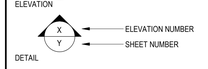
KEY NOTE



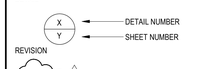
SECTION



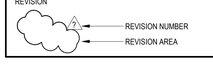
ELEVATION



DETAIL



REVISION



LINEAR

	ADJUSTABLE
	SET
	SLOT
	MULTILAMP

THEATRICAL

LEKO	MOVING MIRROR
FOLLOW SPOT	MOVING SPOT
PAR	MOVING WASH
FRESNEL	

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

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7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

Owner Information

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Consultant

exp.

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MAITLAND, FL 32751

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

Date
06/12/2023

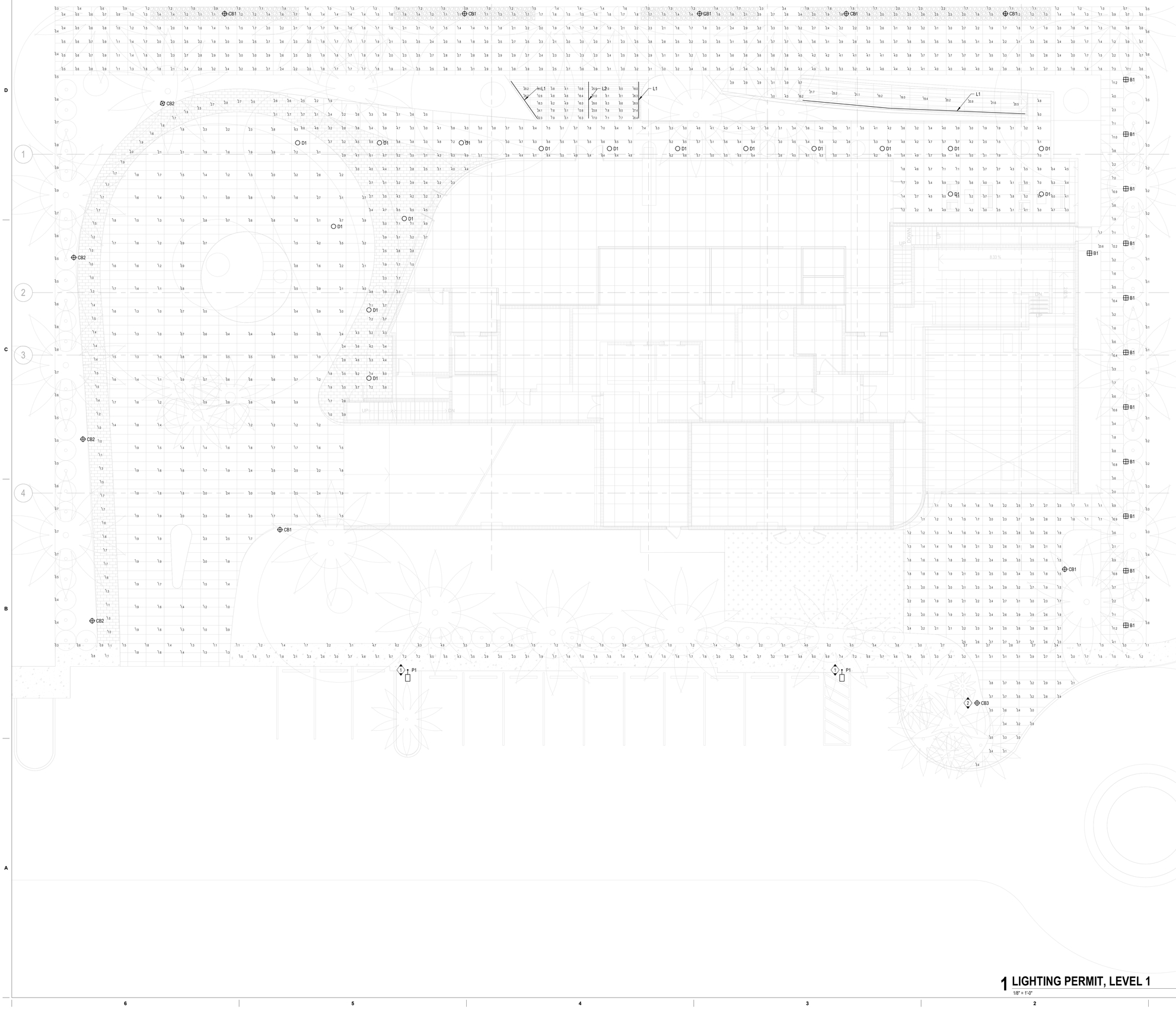
Scale
12" = 1'-0"

Project No.
2114

Sheet Name
LIGHTING LEGEND

Sheet No.
LD901

1200



GENERAL NOTES:

1

KEY NOTES

1 FPL COBRA HEAD LED LUMINAIRE FIXTURE OUTPUT AND DISTRIBUTION IS ASSUMED.
2 EXISTING DECORATIVE PEDESTRIAN POLE TO BE RELOCATED TO LANDSCAPE. EXACT SPECIFICATION AND DISTRIBUTIONS ASSUMED.
3 EXISTING DECORATIVE PEDESTRIAN POLE TO REMAIN. EXACT SPECIFICATION AND DISTRIBUTIONS ASSUMED.

CALCULATION SUMMARY

AREA	AVG	MAX	MIN	AVG/MIN
ENTRY DRIVE	1.71	7.20	0.40	4.27
PATHWAY	3.19	23.6	0.40	7.96
STAIRS	13.87	31.00	3.80	3.65
RAMP	20.68	23.20	19.00	1.09
PROPERTY LINE	1.37	6.5	0.10	13.68

1 LIGHTING PERMIT, LEVEL 1

1/8" = 1'-0"

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SCHEMATIC DESIGN

Date
06/12/2023

Scale
1/8" = 1'-0"

Project No.
2114

Sheet Name
LIGHTING PERMIT, LEVEL 1

Sheet No.
LD902

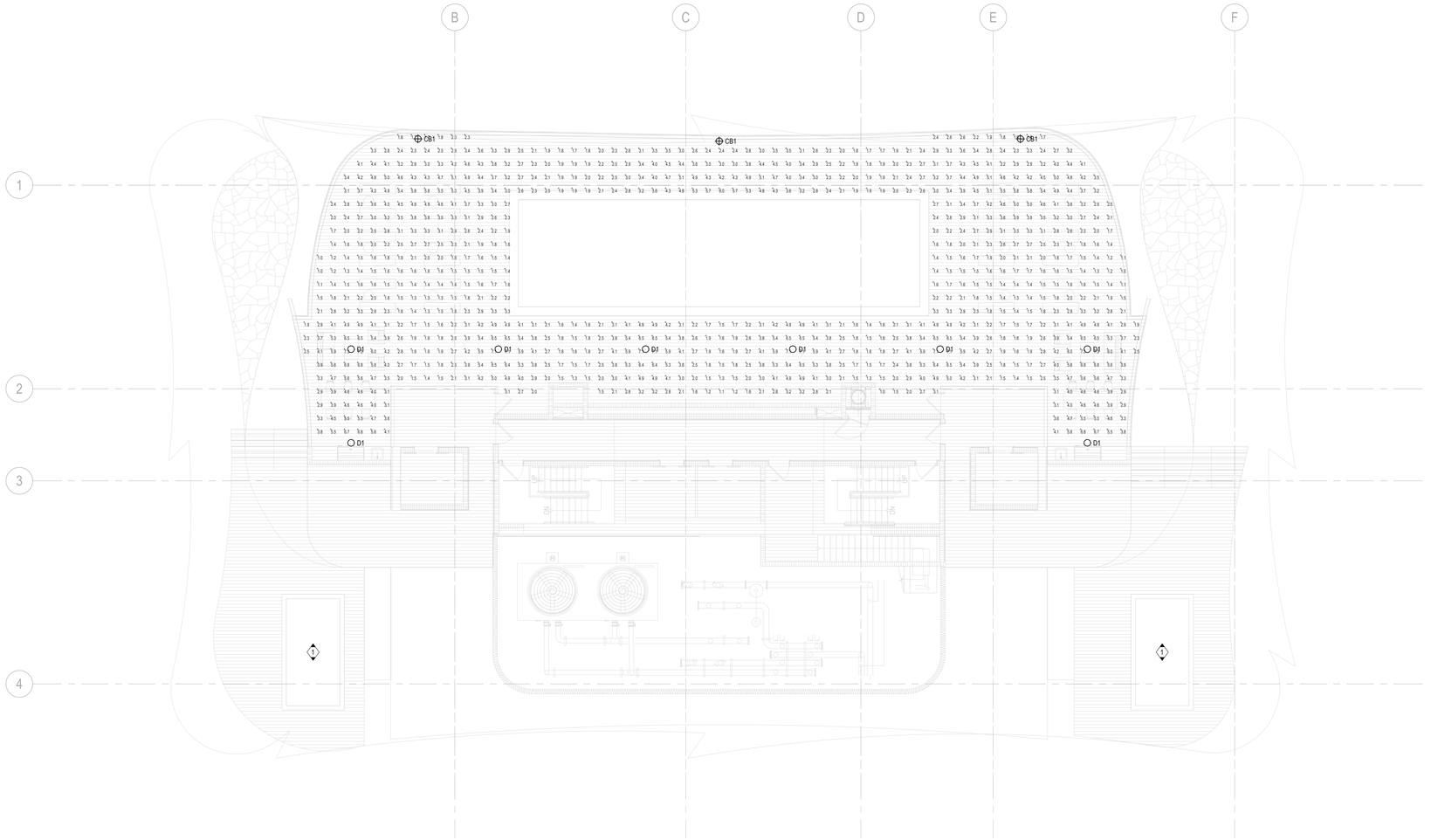
GENERAL NOTES:

1 POOL SHALL BE CLOSED AT DUSK. NIGHTTIME SWIMMING SHALL NOT BE ALLOWED PER OWNER DIRECTION.

KEY NOTES:

1 PRIVATE TERRACE.

CALCULATION SUMMARY				
AREA	AVG	MAX	MIN	AVG/MIN
POOL DECK	3.13	7.30	1.00	3.13



1 LIGHTING PERMIT, LEVEL 27
1/8" = 1'-0"

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T. 305.590.5040
ALVARINAS | BOSCOLO | RODRIGUEZ

Project

7940 WEST DRIVE
NORTH BAY VILLAGE

7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

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

SCHEDULE DESIGN

Date
06/12/2023

Scale
1/8" = 1'-0"

Project No.
2114

Sheet Name
LIGHTING PERMIT, LEVEL 27

Sheet No.
LD903

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LUMINAIRE SCHEDULE

REV Δ	FIXTURE										LAMP							VOLTAGE	LISTED WATTAGE	CONTROL GEAR	ACCESSORIES	NOTES
	TYPE	MANUFACTURER	REPRESENTATIVE	MODEL	DESCRIPTION	DIMENSIONS	UL/IP	FINISH	MATERIAL	MOUNTING	MANUFACTURER	MODEL	QTY	OPTIC	CCT	CRI	LUMENS	WATT				
B: BOLLARD / PATH / STEP																						
	B1	BEGA	LANDRETH // CASSIE WILDEY 407.810.5175	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	LTG PARTNERS // EMILY HOLT 407.616.4417	ARB-B2-LED-D1-T4-**-8030	POST TOP LUMINAIRE	[HEAD] 25-3/4" x 25-3/16"DIA [POLE] 10'-0"H x 3"DIA	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	LTG PARTNERS // EMILY HOLT 407.616.4417	ARB-B1-LED-D1-T4-**-8030	POST TOP LUMINAIRE	[HEAD] 25-3/4" x 25-3/16"DIA [POLE] 10'-0"H x 3"DIA	UL WET IP66	TBD	ALUMINUM	SURFACE	INTEGRAL	LED	1	TYPE IV	3000K	80	2300	24 W	UNV	24 VA	INTEGRAL DIMMING DRIVER		
	CB3	U.S. ARCHITECTURAL LIGHTING	LTG PARTNERS // EMILY HOLT 407.616.4417	CLXA-LED-GRV-III-36LED-NW-120-PT-RAL-9005-T-CSP	POST TOP LUMINAIRE	[HEAD] 25"H x 28"DIA [POLE] 10'-0"H x 3"DIA	UL WET	WHITE	ALUMINUM	POLE	INTEGRAL	LED	1	TYPE III	4000K	80	3637	41 W	120V	41 VA	INTEGRAL DIMMING DRIVER		
D: DOWNLIGHT																						
	D1	ALPHABET	LTG AESTHETICS // DEBBIE COSAIRT 407.701.7118	NU3-RD-SW-15LM-30K-80-60D-**-**-NC-UNV-DIM10	EXTERIOR DOWNLIGHT	3" APERTURE 8-1/2"W x 11-7/8"L x 1-1/2"H	UL WET IP65	TBD	LEXAN	RECESSED	INTEGRAL	LED	1	60°	3000K	80	1290	13 W	UNV	13 VA	INTEGRAL 0-10V DIMMING TO 1%		
L: LINEAR																						
	L1	WAGNER	SESCO // JESSY NORTON 407.252.6780	LULS30K4070MA-**	LINEAR HANDRAIL ASYMMETRIC OUTPUT	0.75"W x 0.89"H	ETL WET IP67	-	ALUMINUM	HANDRAIL	INTEGRAL	LED	1	70°	3000K	88	275 lm/ft	3.57 W	24V	<varies>	INTEGRATED 100W 0-10V LUMENPOST		
	L2	WAGNER	SESCO // JESSY NORTON 407.252.6780	LULS30K40120MS-**	LINEAR HANDRAIL SYMMETRIC OUTPUT	0.75"W x 0.89"H	ETL WET IP67	-	ALUMINUM	HANDRAIL	INTEGRAL	LED	1	120°	3000K	88	275 lm/ft	3.57 W	24V	29 VA	INTEGRATED 100W 0-10V LUMENPOST		
P: POLE / PARKING																						
	P1	AMERICAN ELECTRIC LIGHTING	LANDRETH // CASSIE WILDEY 407.810.5175	ATB2 P601 MVOLT R4	PARKING LOT LUMINAIRE	5"H x 14"W x 31"D	CSA IP66	GREY	ALUMINUM	POLE	INTEGRAL	LED	1	TYPE IV	4000K	70	26,192	175 W	UNV	175 VA	INTEGRATED 0-10V DRIVER		

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SCHEMATIC DESIGN

Date
06/12/2023

Scale

Project No.
2114

Sheet Name
PERMIT LUMINAIRE SCHEDULE

Sheet No.
LD904

Shielded bollard - asymmetric wide beam

BEGA

Type:
BEGA Product::
Project:
Modified:

Application
The fully shielded design of this bollard provides visual comfort while illuminating ground surfaces. Provided with mounting system that allows the luminaire to be adjusted independent of anchor bolt orientation.

Materials
Luminaire housing constructed of die-cast marine grade, copper free (≤ 0.3% copper content) A360.0 aluminum alloy.
Clear safety glass
Reflector made of pure anodized aluminum.
Silicone applied robotically to casting, plasma treated for increased adhesion
NRTL listed to North American Standards, suitable for wet locations
Protection class IP65
Weight: 9.9 lbs

Electrical

Operating voltage:	120-277VAC
Minimum start temperature:	-30° C
LED module wattage	11.5W
System wattage	15.0W
Controllability	0-10V, TRIAC, and ELV dimmable
Color rendering index	Ra > 80
Luminaire lumens	1475 lumens (4000K)
LED service life (L70)	50,000 hours

LED color temperature
- 4000K - Product number = **K4**
- 3500K - Product number = **K35**
- 3000K - Product number = **K3**
- 2700K - Product number = **K27**

BEGA can supply you with suitable LED replacement modules for up to *20 years* after the purchase of LED luminaires - see website for details.

Finish
All BEGA standard finishes are matte, textured powder coat coat with minimum 3 mil thickness. BEGA UltraDefy finish, a fluoropolymer technology, provides superior fade protection in Black, Bronze, and Silver. BEGA standard White, as well as optionally available RAL and custom colors, are a polyester powder.

Available colors: Black (BLK) · White (WHT) · RAL: · Bronze (BRZ) · Silver (SLV) · CUS:



Available Options
70 895 Direct burial anchorage

Shielded bollard - asymmetric wide beam

	LED	A	B	Anchorage
84 219	11.5 W	6⅞	19⅛	**70 817**

BEGA 1000 BEGA Way, Carpinteria, CA 91013 (805) 684-0533 info@bega-us.com

Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us .com © copyright BEGA 2021 Updated 07/15/21

BEGA ARBOR POST TOP

POWER AND LUMENS

Lumen Package	B1	B2	B3	B4
Drive Current				
Power Wattage (Watts)	24W	48W	56W	93W
Input Current (mA) @ 120V	200	400	800	800
Input Current (mA) @ 208V	120	240	470	480
Input Current (mA) @ 240V	100	206	400	420
Input Current (mA) @ 277V	90	180	350	360
Power Wattage (Watts)	26W	53W	107W	106W
Input Current (mA) @ 347V	79	161	325	328
Input Current (mA) @ 480V	58	117	235	237
Optics				
Type II Lumens	2,045	3,784	7,362	—
BUG Rating	B1-U2-G1	B1-U2-G2	B3-U3-G3	—
Type III Lumens	2,324	4,534	8,451	—
BUG Rating	B1-U2-G1	B1-U2-G2	B3-U3-G3	—
Type IV Lumens	2,438	4,691	8,740	—
BUG Rating	B1-U2-G1	B1-U2-G3	B3-U3-G3	—
Type V Lumens	2,311	4,528	8,511	9,464
BUG Rating	B2-U2-G1	B3-U3-G3	B3-U4-G3	B3-U4-G3

LUMEN MULTIPLIER

Ambient Temperature	Lumen Multiplier
0 C	1.02
10 C	1.01
25 C	1.00
40 C	0.99
50 C	0.97

LUMEN MAINTENANCE

Ambient Temperature	TM-21 Lumen Maintenance (50,000 Hours)	Calculated L70 (Hours)
25 C	>91%	>250,000
40 C	>88%	>172,000
50 C	>86%	>142,000

NOTE: Maintenance data applies to the highest drive current and represents the worst case at the highest wattage.

COLOR TEMPERATURE

Color Temperature (CCT)	CRI (Nominal)	Multiplier
4000	70	1.00
3500	69	0.91

MINIMUM AMBIENT TEMPERATURE

Lumen Package	Temperature
B1	-40˚C
B2	-28˚C
B3	-28˚C
B4	-40˚C
All DALI powered lumen packages	-20˚C

exp.
2601 Westhall Lane,
Maitland FL 32751
407.660.0088

North Bay Village
North Bay Village, FL

TYPE
B1

Release: 18 JULY 23
Revision:

CUT SHEET FOR DIFFERENCING ** REFER TO FIXTURE SCHEDULE FOR PART NUMBER AND ADDITIONAL INFORMATION

Invue

Catalog #	Type
Project	
Comments	Date
Prepared by	



ARB ARBOR
POST TOP

DECORATIVE LUMINAIRE

DESCRIPTION
The Invue Arbor post top brings architectural style to areas/site and pedestrian scale applications. Its davform appearance features a textured organic look into the urban environment. WaveStream LED Optics provide a uniform pixelation free image, managing glare while providing high levels of visibility.

SPECIFICATION FEATURES

Construction
Two-piece IP66 rated housing is cast from low copper content corrosion resistant aluminum, maintaining strength and precision to sustain long term davform appearance. ANSI C136.31 vexing compliance prevents damage from installation generated vibration. External hardware and casting seams are minimized to enhance appearance.

Optics
Specifically designed for pedestrian applications, WaveStream LED optical waveguide technology produces both symmetric NEMA type V and asymmetric NEMA II, III, IV distributions. The waveguide is manufactured from precision injection molded acrylic resulting in a pixelation free optical image for improved glare control and visual comfort. Luminaire efficacy's range from 120 lm/W (4000K (+/- 275K) CCT at 70 CRI (min), optional 3000K CCT at 80 CRI is also available.

Electrical
LED driver(s) are directly mounted to upper housing thermal pad for optimal thermal performance.

Standard 0-10V dimming drivers and Cooper Lighting Solutions' proprietary surge protection module are designed to withstand 10KV of transient line surge. Drivers operate at 120-277V 50/60Hz with 347V/60Hz or 480V/60Hz operation optional. Suitable for ambient temperature applications as low as -40°C (40°F) to 40°C (104°F). Limited high ambient options allow for 50°C operation.

Controls
The Arbor LED luminaire control options are designed to be simple and cost-effective ASHRAE and California Title 24 compliant solutions. The ANSI C136.41 compliant NEMA 7-PIN receptacle enables wireless dimming when used with compatible photocontrol. See control options page for more details.

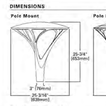
Mounting
Fitter assembly mounts over 2-3/8" O.D. tenon and is secured via six concealed stainless steel set screws. Design of fitter provides seamless transition to 3" O.D. round pole top. Additional mounting accessories include a single fixture arm mount, twin fixture arm mount and wall mount arm. Additional pole mount accessories mount to a 3" x 4" long tenon for 4"- 5" O.D. poles tops. For existing 2-3/8" tenons an adapter is shipped standard.

Finish
Cooper Lighting Solutions ('CLS') utilizes premium ultra-weatherable TGIC based polyester powder coatings that are specifically formulated to withstand extended outdoor exposure. The powders are formulated exclusively for CLS to serve functionally as well as decorative. Good film appearance combinded with excellent mechanical an exterior exposure properties. Consistent gloss levels as much gloss retention, RAL and custom color matches available. Finish is compliant with ASTM B117 3000hr salt spray standard. Options to meet Buy American Act requirements.

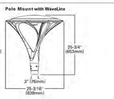
Warranty
Five-year warranty.

DIMENSIONS

Pole Mount



Pole Mount with WaveLinx



Pole Mount with WaveLinx



CERTIFICATION DATA
UL Listed
IEC 60529 IP66 Housing
ASTM B117 Salt Spray Tested
ASTM A380 Low Copper Alloy
ISO 9001
Dark Sky Approved (3000K CCT and warmer only)
ANSI C136.31 3G Vibration Tested (Post Top)
ANSI C136.31 1.5G Vibration Tested (Twin Mount / Accessory Arm Mount)

ENERGY DATA
Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
100-277V 50/60Hz, 347V/60Hz, 480V/60Hz
40°C Ambient Temperature Rating
-40°C (-40°F) to 40°C (40°F) minimum temperature
*See MINIMUM TEMPERATURE table

EPA
Effective Projected Area: (Sq. Ft.) 0.9

Approximate Net Weight:
37 lbs. (16.8 kgs.)

exp.
2601 Westhall Lane,
Maitland FL 32751
407.660.0088

North Bay Village
North Bay Village, FL

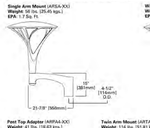
TYPE
CB1, CB2

Release: 18 JULY 23
Revision:

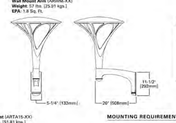
CUT SHEET FOR DIFFERENCING ** REFER TO FIXTURE SCHEDULE FOR PART NUMBER AND ADDITIONAL INFORMATION

MOUNTING CONFIGURATIONS (WEIGHT AND EPAS INCLUDES FIXTURE)

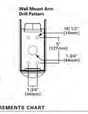
Single Arm Mount (ARSA-XX)
Weight: 58 lbs. (25.45 kgs.)
EPA: 1.7 Sq. Ft.



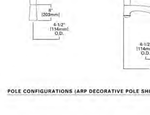
Wall Mount Arm (ARWA-XX)
Weight: 57 lbs. (25.91 kgs.)
EPA: 1.8 Sq. Ft.



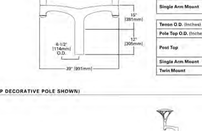
Wall Mount Arm Drill Pattern



Post Top Adapter (ARPAA-XX)
Weight: 18 lbs. (18.62 kgs.)
EPA: 1.2 Sq. Ft.



Twin Arm Mount (ARTA15-XX)
Weight: 15 lbs. (51.81 kgs.)
EPA: 2.45 Sq. Ft.

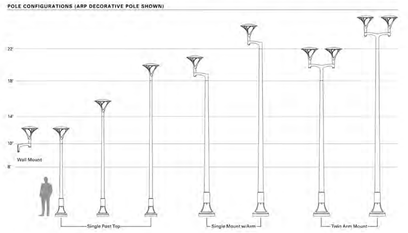


MOUNTING REQUIREMENTS CHART

Tenon O.D. (inches)	2-3/8" Tenon		
Pole Top O.D. (inches)	3"	4"	5"
Post Top	Standard	Spacer (Provided) ARPAA-XX (Order Separately)	Spacer (Provided) ARPAA-XX (Order Separately)
Single Arm Mount	Spacer (Provided)	Spacer (Provided)	Spacer (Provided)

Tenon O.D. (inches)	3" Tenon		
Pole Top O.D. (inches)		4"	5"
Post Top		ARPAA-XX (Order Separately)	ARPAA-XX (Order Separately)
Single Arm Mount		Standard	Standard
Twin Mount		Standard	Standard

POLE CONFIGURATIONS (ARP DECORATIVE POLE SHOWN)



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CB1, CB2

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CUT SHEET FOR DIFFERENCING ** REFER TO FIXTURE SCHEDULE FOR PART NUMBER AND ADDITIONAL INFORMATION

ORDERING INFORMATION

Sample Number: ARB-B2-LED-3172-GM

Product Family 1,2	Lumens 3	Lamp Type	Voltage	Distribution	Color 7
ARB=Arbor Post Top **SAA-ARB**=Arbor Post Top Buy American Act Compliant 28	**B1**=Nominal 2,300 Lumens **B2**=Nominal 4,500 Lumens **B3**=Nominal 8,500 Lumens 4 **B4**=Nominal 9,000 Lumens 4	**LED**=Solid State Light Emitting Diodes	**D1**=Dimming Driver (120-277V) **347**=347V 5 **480**=480V 5,6	**T2**=Type II **T3**=Type III **T4**=Type IV **T5**=Type V	**AP**=Grey **BZ**=Bronze **BK**=Black **SP**=Silver Platinum **GM**=Graphite Metallic **WH**=White

Options (Add as Suffix)
- **700i**=70 CRI / 3500K CCT 8
- **700h**=70 CRI / 3000K CCT 8
- **850i**=80 CRI / 3500K CCT 8
- **850h**=80 CRI / 3000K CCT 8
- **ABB**=Amber 590nm 11,17
- **20MSP**=20kV MOV Surge Protective Device
- **20K**=20kV UL 1449 Fused Surge Protective Device
- **PC**=Button Type Photocontrol
- **PCR**=Button Type Photocontrol Receptacle
- **FSTI**=NEMA 7 PIN Twistlock Photocontrol Receptacle
- **HA**=50°C High Ambient Temperature 29
- **SPSU**=Dimming Occupancy Sensor with Bluetooth Interface, 48' Mounting 22
- **SPSH**=Dimming Occupancy Sensor with Bluetooth Interface, 21'-40' Mounting 22
- **MS-L26**=Motion Sensor for ON/OFF Operation, Maximum 8' Mounting Height 24, 25
- **MS-L20**=Motion Sensor for ON/OFF Operation, 9' - 20' Mounting Height 24, 25
- **MSC-SU**=Motion Sensor for Dimming Operation, 8' - 15' Mounting Height 24, 25
- **MS/DIM-L26**=Motion Sensor for Dimming Operation, Maximum 8' Mounting Height 24, 25
- **MS/DIM-L20**=Motion Sensor for Dimming Operation, 9' - 20' Mounting Height 24, 25
- **SPD**=Single Pole Dimming Occupancy Sensor, 8' - 15' Mounting Height 22
- **7SN**=WaveLinx enabled 4 PIN Twistlock Receptacle 18,19,20,26,28
- **2D**=SR Driver-enabled 4 PIN Twistlock Receptacle 18,19,20,26,28
- **ZW-WOSW**=WaveLinx Lite, Dimming Motion and Daylight, Bluetooth Programmable, 7' - 15' Mounting 18,19,20,26,28
- **ZW-WOPAW**=WaveLinx Lite, Dimming Motion and Daylight, Bluetooth Programmable, 15' - 40' Mounting 18,19,20,26,28
- **ZD-WOSWA**=WaveLinx Lite, SR Driver, Dimming Motion and Daylight, Bluetooth Programmable, 7' - 15' Mounting 18,19,20,26,28
- **ZD-WOPAW**=WaveLinx Lite, SR Driver, Dimming Motion and Daylight, Bluetooth Programmable, 15' - 40' Mounting 18,19,20,26,28
- **ZW-SWPDW**=WaveLinx Pro, Dimming Motion and Daylight, WAC Programmable, 7' - 15' Mounting 18,19,20,26,28
- **ZW-SWPDWH**=WaveLinx Pro, Dimming Motion and Daylight, WAC Programmable, 7' - 15' Mounting, High Output 18,19,20,26,28
- **ZD-SWPDWH**=WaveLinx Pro, SR Driver, Dimming Motion and Daylight, WAC Programmable, 7' - 15' Mounting, High Output 18,19,20,26,28
- **ZD-SWPDWH**=WaveLinx Pro, SR Driver, Dimming Motion and Daylight, WAC Programmable, 15' - 40' Mounting 18,19,20,26,28
- **LWS-LR**=WaveLinx Lite Sensor, Wide Lens for 8' - 18' Mounting Height 18,19
- **LWS-LN**=Enlightened Wireless Sensor, Narrow Lens for 18' - 40' Mounting Height 18,19,20
- **SLTD**=PIR Light Dell Driver 18,19
- **DIM**=0-10V External Dimming Leads 18,19
- **VS**=Tempered Glass Vandal Shield
- **SPSU**=SPSU Sensor 22
- **SPSL2**=FSP-351-L2 (Wattstopper DALI sensor)
- **SPSL4**=FSP-351-L7 (Wattstopper DALI sensor)
- **RPA**=Round Pole Adapter
- **P**=Single Fusing 9

NOTES
1. Customer is responsible for engineering anchorage to confirm pole and fixture compatibility for all applications. Refer to our white paper WPS160001EN for additional information.
2. Fixture slipfits over standard 3-3/8" tenon. 3" O.D. tenon when used with a ARPAA-XX 4" O.D. pole adapter.
3. Not available with T2 distribution.
4. Not only available with Type V distribution.
5. Required for the use of a step down transformer.
6. Not available with 120V, 208V, 240V or 277V. Not for use with ungrounded systems, ungrounded grounded systems to corner grounded systems (commonly known as three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).
7. Custom and RAL color matching available upon request. Consult your lighting representative for more information.
8. Not available with 347V, 480V or SPSU, SPSH or SPSL sensor options.
9. Not available with B3 lumen package or Type II, III, or IV distributions.
10. Not available with 480V, SPSU, SPSH or SPSL sensor options. Not for use with ungrounded systems (IT) or HVDC, or corrosive systems MV, LWS, DIM or SPSU.
11. Not available with HA option.
12. Not available with any sensor option, may be overly sensitive below -20°C (-4°F).
13. For decay to be field configurable, requires WAC Gateway components WAC-PCE and WTDC-120 in appropriate quantities. Only compatible with WaveLinx system and software and requires system components to be installed for operation. See website for more detailed fixture application information.
14. Requires a 4 PIN twistlock receptacle (ZD or ZW) option.
15. Requires a 4 PIN twistlock receptacle (ZD or ZW) option.
16. Enlighted wireless sensor(s) are factory installed and require network components (ZRP-SW-1, ENP-SW-1, and ENP-PoE) in appropriate quantities. See website for application information.
17. Not available with 480V or SPSU sensor.
18. Low voltage control leads brought 18" outside fixture.
19. Replace XX with pole color.
20. Not for use with SPSU sensor, for lowered 6-1/2" O.D. pole top.
21. This leaf requires adjustment to Motion Sensor (MS) parameters (including high-end trim modes, sensitivity, time delay, on/off and more. Consult user lighting representative for more information.
22. Not available with 347V, 480V or HVDC/MVDC voltage options. The SPSU-T1 cannot be used to control low voltage / switch systems (MS, 2W, 2D or LWS). Operates on 120-347V input voltages.
23. Smart device with mobile application required to change system defaults. See controls section for details.
24. Not available with 347V, 480V or HVDC/MVDC voltage options. Not for use with SPSU, SPSH or SPSL sensor options.
25. Only product configurations with this energized prefix are built to be compliant with the Buy American Act of 1933 (BAA). Please refer to the Additional Resources section of the corresponding product page for supplementary analyzed under domestic preference requirements.
26. Not available with 347V, 480V or HVDC/MVDC voltage options. Not for use with ungrounded systems. Consult factory for further information.
27. Narrow-band 870nm or 3000K available with Circulux Lumen Package B1. See ES Note for photometric performance.
28. Must specify voltage (120V, 277V, or 347V) to fuse the single hot leg.
29. Not available with B4 lumen package.
30. If 20 or 208 volts, shorting cap will be installed so 8 pin receptacle.

exp.
2601 Westhall Lane,
Maitland FL 32751
407.660.0088

North Bay Village
North Bay Village, FL

TYPE
CB1, CB2

Release: 18 JULY 23
Revision:

CUT SHEET FOR DIFFERENCING ** REFER TO FIXTURE SCHEDULE FOR PART NUMBER AND ADDITIONAL INFORMATION

POWER AND LUMENS

Lumen Package	B1	B2	B3	B4
Drive Current				
Power Wattage (Watts)	24W	48W	56W	93W
Input Current (mA) @ 120V	200	400	800	800
Input Current (mA) @ 208V	120	240	470	480
Input Current (mA) @ 240V	100	206	400	420
Input Current (mA) @ 277V	90	180	350	360
Power Wattage (Watts)	26W	53W	107W	106W
Input Current (mA) @ 347V	79	161	325	328
Input Current (mA) @ 480V	58	117	235	237
Optics				
Type II Lumens	2,045	3,784	7,362	—
BUG Rating	B1-U2-G1	B1-U2-G2	B3-U3-G3	—
Type III Lumens	2,324	4,534	8,451	—
BUG Rating	B1-U2-G1	B1-U2-G2	B3-U3-G3	—
Type IV Lumens	2,438	4,691	8,740	—
BUG Rating	B1-U2-G1	B1-U2-G3	B3-U3-G3	—
Type V Lumens	2,311	4,528	8,511	9,464
BUG Rating	B2-U2-G1	B3-U3-G3	B3-U4-G3	B3-U4-G3

LUMEN MULTIPLIER

Ambient Temperature	Lumen Multiplier
0 C	1.02
10 C	1.01
25 C	1.00
40 C	0.99
50 C	0.97

LUMEN MAINTENANCE

Ambient Temperature	TM-21 Lumen Maintenance (50,000 Hours)	Calculated L70 (Hours)
25 C	>91%	>250,000
40 C	>88%	>172,000
50 C	>86%	>142,000

NOTE: Maintenance data applies to the highest drive current and represents the worst case at the highest wattage.

COLOR TEMPERATURE

Color Temperature (CCT)	CRI (Nominal)	Multiplier
4000	70	1.00
3500	69	0.91

MINIMUM AMBIENT TEMPERATURE

Lumen Package	Temperature
B1	-40˚C
B2	-28˚C
B3	-28˚C
B4	-40˚C
All DALI powered lumen packages	-20˚C

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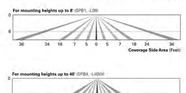
CONTROL OPTIONS

0-10V (D) The dimming option provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

Photocontrol (PCR and PER7) Photocontrol receptacles provide a flexible solution to enable "dark-to-dawn" lighting by sensing light levels. Advanced control systems compatible with NEMA 7 pin standards can be utilized with the PER7 receptacle.

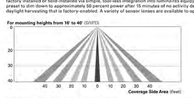
Dimming Occupancy Sensor (SPS, MS/DIM-L/X and MS-L/XX) These sensors are factory installed in the luminaire housing. When the SPS or MS/DIM sensor options are selected, the occupancy sensor is connected to a dimming driver and the entire luminaire dims when there is no activity detected. When activity is detected, the luminaire returns to full light output. The MS/DIM sensor is factory preset to dim down to approximately 50 percent power with a time delay of five minutes. The MS-L/X sensor is factory preset to turn the luminaire off after five minutes of no activity. SPS motion sensors require the Sensor Configuration mobile application by Wattstopper to change factory default dimming level, time delay, and other settings. The sensor configuration kit (BTSCK-1) and the BT-300 dongle are also need to dim down to approximately 10% power with a time delay of five minutes. The MS/DIM occupancy sensors require the FSIR-100 programming tool to adjust factory defaults.



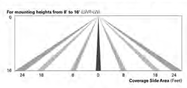
WaveLinx Wireless Control and Monitoring System Available in 7-PIN or 4-PIN configurations, the WaveLinx Outdoor control platform operates on a wireless mesh network based on IEEE 802.15.4 standards enabling wireless control of outdoor lighting. Use the WaveLinx Mobile application for set-up and configuration. At least one Wireless Area Controller (WAC) is required for full functionality and remote communication (including adjustment of any factory pre-sets).

WaveLinx Outdoor Control Module (WOLC-7P-10A) A photocontrol that enables astronomic or time-based schedules to provide ON, OFF and dimming control of fixtures utilizing a 7-PIN receptacle. This out-of-box functionality is ON at dusk and OFF at dawn.

WaveLinx Wireless Sensor (SWPD4 and SWPD6) These outdoor sensors offer passive infrared (PIR) occupancy and a photocell for closed loop daylight sensing. These sensors can be used to control luminaires or groups of luminaires connected to a WaveLinx Outdoor Control Module (WOLC-7P-10A). The sensors are factory preset to dim down to approximately 50 percent power after 15 minutes of no activity detected. These occupancy sensors include an integral photocell for "dusk-to-dawn" control or daylight harvesting that is factory-enabled. A variety of sensor lenses are available to optimize the coverage pattern for mounting heights from 7'-40'.



Enlighted Wireless Control and Monitoring System (LWS-LR and LWS-LN) The Enlighted System is a connected lighting solution that combines LED luminaires with an integrated wireless sensor system. The sensor controls the lighting system in compliance with the latest energy codes and collects valuable data about building performance and use. Software applications turn this granular data into information through energy dashboards and specialized apps that make it simple and help optimize the use of other resources beyond lighting.



Cooper Lighting Solutions
1121 Highway 74 South
Peachtree City, GA 30269
P: 770.486.4800
www.cooperlighting.com

Specifications are subject to change without notice.

exp.
2601 Westhall Lane,
Maitland FL 32751
407.660.0088

North Bay Village
North Bay Village, FL

TYPE
CB1, CB2

Release: 18 JULY 23
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CUT SHEET FOR DIFFERENCING ** REFER TO FIXTURE SCHEDULE FOR PART NUMBER AND ADDITIONAL INFORMATION

SOLID STATE AREA LIGHTING

CIRCULUX SERIES-LED

S P E C I F I C A T I O N S

PROJECT NAME:

PROJECT TYPE:

LUMINAIRE
One piece high impact polycarbonate lens provided with durable corrosion resistant cast aluminum fitter base. Heavy gauge formed aluminum reflector. Top is hinged for access. Base has 3" I.D. opening for tenon mounting. All hardware is Stainless Steel.

LED POWER ARRAY™
Three-dimensional array of individual LED Tubes fastened to a retaining plate. Each LED Tube consists of circuit board populated with a multiple of LED's and is mechanically fastened to a radial aluminum heat sink. An acrylic Lens and end cap protects the LED Tube's internal components.

VERTICAL POWER ARRAY™ WITH GLASS REFRACTOR:
LED Tubes are aligned vertically and arranged radially to produce an even raw light distribution that simulates standard light sources. Array is secured within a 6° Prismatic Glass Refractor which provides the optical control. Used in conjunction with a clear smooth globe.

VERTICAL POWER ARRAY™: LED Tubes are aligned vertically and arranged radially to produce an even raw light distribution that simulates standard light sources. Produces a minimal glare, symmetric diffuse light distribution. Used in conjunction with an opal smooth diffusing globe.

LED EMITTERS
High Output LED's are driven at 350mA for nominal 1 Watt output each. LED's are available in standard Neutral White (4000K), or optional Cool White (5000K) or Warm White (3000K). Consult Factory for other LED options.

LED DRIVER
UL and CUL recognized High Power Factor, Constant Current LED drivers operate on input voltages from 120-277VAC, 50/60hz. Consult Factory for 347-480VAC. Driver is mechanically fastened to a retaining bracket. Main power quick disconnect provided. Driver has a minimum 4KV of internal surge protection. 10KV & 20KV Surge Protector optional. Dimming and High-Low Driver options available.

FINISH
Polyester powder coat incorporates four step iron phosphate process to pretreat metal surface for maximum adhesion. Top coat is backed at 400°F for maximum hardness and exterior durability.



CLX

PATENT PENDING



CLXA

PATENT PENDING

U.S. Architectural Lighting

800 Bell Avenue • E. Pennsville, IL 61951
Phone: (800) 535-6568 • Fax: (800) 352-9961
www.usalighting.com

U.S. ARCHITECTURAL LIGHTING

exp.
2601 Westhall Lane,
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407.660.0088

North Bay Village
North Bay Village, FL

TYPE
CB3

Release: 18 JULY 23
Revision:

CUT SHEET FOR DIFFERENCING ** REFER TO FIXTURE SCHEDULE FOR PART NUMBER AND ADDITIONAL INFORMATION

CIRCULUX SERIES - LED

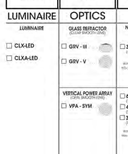
S P E C I F I C A T I O N S

WALL MOUNT



EXTRUDED ALUMINUM ARM BRACKET AND CAST ALUMINUM WALL BRACKET ASSEMBLY PROVIDED WITH BUILT-IN GASKETED WIRE ACCESS FOR FIXTURE SUPPLY WIRE CONNECTION.

WALL PLATE



LED POWER ARRAY™ MODULES



(Specifications subject to change without prior notice.)

PATENT PENDING

S P E C / O R D E R I N G I N F O R M A T I O N

LUMINAIRE	OPTICS	# of LED's	COLOR	VOLTAGE	MOUNTING	FINISH	OPTIONS
LUMINAIRE	**GLASS REFRACTOR** (CLXLED MEDIUM ONLY)	**No. LEDs**	**COLOR**	**VOLTAGE**	**ARM MOUNT**	**STANDARD TEXTURED FINISH**	**LENS OPTIONS**
☐ CLX-LED	☐ GBV - III	☐ 36LED (6 Arms) Not Available with CLXA-LED	☐ NW (4000K)* (Standard)	☐ 120	☐ 1'	☐ BLACK RAL-9005-T	☐ CLEAR ENCAPSULATED POLYCARBONATE CEP
☐ CLXA-LED	☐ GBV - V		☐ CW (5000K)	☐ 208	☐ 3-180	☐ WHITE RAL-9003-T	☐ CLEAR ENCAPSULATED ACRYLIC CEA
	VERTICAL POWER ARRAY (CLXLED ONLY)	☐ 64LED (8 Arms) Not Available with CLXA-LED	☐ WW (3000K)*	☐ 240	☐ 3-90	☐ GREY RAL-7004-T	☐ CLEAR SMOOTH POLYCARBONATE CP
	☐ VPA - SYM	☐ 48LED (6 Arms) Not Available with CLXA-LED	*MAKE-UP LEDS FOR STANDARD CONSTRUCTION	☐ 277	☐ 3-60	☐ DARK BRONZE RAL-8019-T	☐ CLEAR SMOOTH POLYCARBONATE CA
		☐ 36LED (3+3 Arms) Not Available with CLXA-LED		☐ 347	☐ 3-120	☐ GREEN RAL-6005-T	☐ OPAL SMOOTH POLYCARBONATE WP

SCHWEBKE SHISKIN + ASSOCIATES

CIVIL ENGINEERS
LAND SURVEYORS

Principals
Hernando J. Navas, P.E.
Mark S. Johnson, P.S.M.

Shareholders
Luis Leon, P.E.
Chad Jackson

3240 Corporate Way • Miramar, Florida 33025
Phone: (954) 435-7010 • Fax: (954) 438-3288

Professional Associates
Michael J. Alley, P.S.M.
Andrea Etcheverry, P.E.
Ronald A. Fritz, P.S.M.

Of Counsel
Alfonso C. Tello, P.E., P.S.M.

7940 NORTH BAY VILLAGE

Level Of Service (LOS) Assessment

City of North Bay Village, Florida
Section 09 – Township 53 – Range 42

This item has been digitally signed and sealed by Hernando J. Navas 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.

HERNANDO J. NAVAS
LICENSE
No. 50635
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Digitally signed by Hernando J Navas
Date: 2023.06.06 17:06:17 -04'00'

06/06/2023

Hernando J. Navas, P.E. #50635
Principal (CA#87)

Prepared by:
Schwebke Shiskin & Associates, Inc.

Project Description

The 7940 North Bay Village project consists of a 26-story apartment building with a total of 70 apartment units on 0.77 acres of land, located at 7938-7940 West Drive in the City of North Bay Village.

The purpose of this analysis is to demonstrate that the level of service adopted by the City of North Bay Village will be maintained by the proposed development, and that there is sufficient capacity in the system to provide service to this project.

The information below intends to verify compliance with the criteria established in Sections 5.18 through 5.20 for the Unified Land Development Code of the City of North Bay Village.

Potable Water (Section 5.20.A)

"New development shall not be approved unless there is sufficient available capacity to sustain the following levels of service for potable water as established in the potable water sub-element of the North Bay Village Comprehensive Plan."

1. Minimum design flow: 120 GPD per capita

The proposed flow for this project has been calculated based on Section 43 of Chapter 24 of the Miami Dade County Code of Ordinances. Please see Table 1 below.

Table 1. Proposed Average Daily Flow (AADF)

Use	Gallonage Rate	GPD/SF-Unit	SF-Units	AADF (GPD)
Apartments	135 GPD/Unit	135	70	9,450

Based on Section 11.243 of "Recommended Standards for Wastewater Facilities" (Ten State Standards), the total population of this project is based on a demand of 100 gallons per capita per day. Therefore:

Population (P): $P = {}^{9450\ GPD}/_{100\ GPDPC} = 94.5\ Ppl$

Projected design flow (F): $F = 94.5\ Ppl * 120\ GPDPC = 11{,}340 GPD = 0.011 MGD$

According to the most updated capacity information received from Miami Dade Hialeah-Preston Water Treatment Plant, shown on Appendix A, the current annual average flow from March 2022 through February 2023 is 137.18 MGD with a permitted maximum capacity of 225 MGD. The projected consumption including this project is 137.19 MGD, which is less than the maximum permitted capacity of the plant. Please see Table 2 below.

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Table 2. Permitted Capacity for Miami-Dade Hialeah-Preston Water Treatment Plant

Plant	FDEP Permit No.	Expiration Date	Current Annual Average MGD	Annual Average including project (MGD)	Permitted Capacity (MGD)	Remaining Capacity (MGD)	Remaining Capacity (%)
Hialeah-Preston	PWO-00001	11/30/2022	137.18	137.19	225.00	87.81	39.03

2. Pressure: To meet Miami-Dade County fire flow ordinance

The subject project is located within RM-70 (Multiple Family residential) Zoning as per City of North Bay Village Zoning Map, which corresponds to Zoning District RU-4 (High Density Apartment) within Miami Dade County. Furthermore, Miami-Dade County Code of Ordinances, Section 2-103.21, establishes the required fire flow for Zoning RU-4 to be 2000 GPM at 20 PSI residual pressure, and each fire hydrant to deliver no less than 750 GPM. According to the Fire Flow Tests performed by Miami Dade Fire Department on the fire hydrants in front of the property, adequate flow and pressure is available at both hydrants. Please see Appendix B.

Wastewater (Section 5.20.B)

"New development shall not be approved unless there is sufficient available capacity to sustain the following levels of service for wastewater treatment as established in the Capital Improvements Element of the North Bay Village Comprehensive Plan."

1. Minimum design flow: 110 GPD per capita

Based on the population (P) of 94.5 Ppl calculated on the Potable Water Section:

Projected design flow (F): $F = 94.5\ Ppl * 110\ GPDPC = 10{,}395 GPD = 0.01 MGD$

According to the most updated capacity information received from Miami Dade Central District Wastewater Treatment Plant, shown on Appendix A, the current annual average flow from March 2022 through February 2023 is 123.79 MGD with a permitted maximum capacity of 143 MGD. The projected consumption including this project is 123.80 MGD, which is less than the maximum permitted capacity of the plant. Please see Table 3 below.

Table 3. Permitted Capacity for Miami-Dade Central District Wastewater Treatment Plant

Plant	FDEP Permit No.	Expiration Date	Current Annual Average MGD	Projected Design flow for project (MGD)	Annual Average including project	Permitted Capacity (MGD)	Remaining Capacity (MGD)	Remaining Capacity (%)
Central District	FL0024805	12/31/2025	123.79	0.04	123.80	143.00	19.2	13.43

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The proposed project is fronting an 8" gravity sewer which discharges into City of North Bay Village lift station No. 23-0002. Based on DERM's Pump Capacity Estimator (Appendix C), this lift station is currently under Temporary Moratorium (TM) status, therefore, no allocation is allowed at this time and the developer cannot connect to this system until the lift station is placed back into compliance.

As per conversation with the City of North Bay Village Public Works Director, Marlon Lobban, City Engineer, Delroy Peters, and the City Planner, Silvia Vargas, the City of North Bay Village is undergoing a sewer improvement project at this time, however, until the project is completed, connection to the gravity sewer system is not feasible, therefore, this project will need a private pump station and public force main (FM) extension to an existing 20" force main located in the intersection between John F. Kennedy Cswy (NE 79th St. / SR 934) and Larry Paskow Way. The developer must connect to this 20" force main and extend a 4" DIP force main northerly in Larry Paksow Way to West Dr., and then northerly in West Dr., as required to provide service to the proposed development.

Should the City of North Bay Village complete the sewer improvement project before this project is ready for construction, the owner may modify the permit and connect to the existing gravity sewer main in front of the property in West Drive.

Transportation System (Section 5.20.C)

"New development shall not be approved unless there is sufficient available capacity to sustain the following level of service for transportation systems as established in the Transportation Element of the North Bay Village Comprehensive Plan:"

Type of Facility	*Peak Hour Level of Service*
Arterial roadways	*D*
Collector roadways	*D*
Limited access roadways	*D*

Please refer to the Traffic Engineering assessment by Kimley-Horn.

Drainage System (Section 5.20.D)

"No new development shall be approved unless there is sufficient available capacity to sustain a five-year frequency storm event including retention or detention with filtration of the first inch of runoff, as established in the drainage sub-element of the North Bay Village Comprehensive Plan."

The site resides within the limits of the saltwater intrusion boundary, which typically suggests that it is feasible to use Drainage Injection Wells as a stormwater disposal method. The use of drainage wells will provide adequate flood protection, while minimizing the footprint of the underground drainage infrastructure required.

Based on the Drainage calculations shown on Appendix D, the project site has the capacity to retain the total runoff from the 5-year storm event. Due to the difference in elevation

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between the Building Finished Floor Elevation of 10.00' NVGD and the boardwalk elevation of approximately 7.00' NGVD, the storm drainage system will consist of two (2) basins: One basin will discharge to two (2) interconnected injection wells in order to drain the higher ground corresponding to the building and driveways areas, and the other basin will discharge to an exfiltration trench under the boardwalk to drain the remaining lower areas. Considering Miami Dade County DERM established criteria of 90 seconds detention time for injection wells, the drainage wells will be designed with a capacity of 500 GPM per feet of head discharge rate.

ICPR Modeling was performed to analyze the proposed basins discharging to the drainage wells and the exfiltration trench, in order to verify no flooding will occur within the site during the 5 year, 10 year, 25 year and 100 year storm events. See Appendix D for input and results.

Solid Waste (Section 5.20.E)

No new development shall be approved unless there is sufficient available capacity to sustain a level of service for solid waste of seven pounds per capita per day as established in the solid waste sub-element of the North Bay Village Comprehensive Plan."

Assuming a Population of 94.5 Ppl, as calculated in the Potable Water Section above:

Projected Solid Waste (W): $W = 94.5\ Ppl * 7\ {}^{lb}/_{ppl}\ {}/_{day} = 661.5\ {}^{lb}/_{day} = 0.3\ {}^{tons}/_{day}$

Annual Projected Solid Waste = 109.52 tons

The Miami-Dade County Department of Solid Waste Management (MD-DSWM), which provides service to the City of North Bay Village, evaluates disposal capacity based on historical contracted and anticipated non-contracted waste flows at a system-wide level, therefore, it is not possible to evaluate a case-by-case capacity for a specific project. However, according to the concurrency determination issued September 2022, there is sufficient system-wide waste disposal capacity to comply with the County's adopted 5-year-level-of-service standard. Please see Appendix E for supporting documentation provided by MD-DSWM.

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Appendix A: Miami Dade Water and Sewer Treatment Plant Capacity

Water and Wastewater Treatment Plant Operating Permits

Wastewater Treatment Plant FDEP Operating Permits

Plant	Facility GMS ID	FDEP Permit No.	Expiration Date	Current Permitted Capacity, AADF, MGD	Current Influent Flows, AADF, MGD (1)	Maximum Monthly ADF MGD (2)	Maximum 3 - Month ADF MGD (2)
North District	5013M02271	FL0032182	Feb. 19, 2022	120	102.09	125.90 Jun-22	120.48 Sep 22 - Nov 22
Central District	5013M00797	FL0024805	Dec. 31, 2025	143.0	123.79	167.96 Jun-22	156.07 Sep 22 - Nov 22
South District	5013M04555	FLA042137	Dec. 9, 2022	112.5	107.21	152.89 Jun-22	123.39 Sep 22 - Nov 22

South Florida Water Management District (SFWMD) Water Use Permit

Permit No.	Expiration Date	Source Aquifer	Current Permitted Annual Withdraw MG	Annual Withdraw MG (4)	Equivalent MGD
13-00017-W	Feb. 9, 2035	Biscayne	127,568	105,070.72	287.86
All Plants		Floridan	13,348	3,370.41	9.23

Water Treatment Plant - Regulatory Economic Resources (RER) Operating Permits

Plant	Permit No(s).	Expiration Date	Current Permitted Capacity MGD	Max Day MGD (2)	Annual Average MGD (3)
Hialeah-Preston	PWO-00001	Nov. 30, 2022	225	150.0	137.18
Alexander Orr	PWO-00002	Nov. 30, 2022	214.74	193.3	178.46
South Dade	00005-00008, 00011	Nov. 30, 2022	14.19	8.7	7.1
Hialeah RO	PWO-00461	Nov. 30, 2022	10	8.8	6.79

(1) Annual average daily flow as of February 2023
(2) Maximum daily,monthly, and maximum 3-Month Average Daily Flow occuring within the last 12 months (March 2022 - February 2023); with months noted below.
(3) Reported Annual Average of Plant Daily Finish Water Flows as of February 2023
(4) Based on sum of reported individual water supply well flow metered withdraws to SFWMD as of February 2023 (actual WTP Finish and Raw water flows may be higher).

AADF = Annual Average Daily Flow; ADF = Average Daily Flow; MG = Million Gallons; MGD = Million Gallons per Day

Last Updated: 3/29/2023

Appendix B: Miami Dade Fire Rescue Flow and Pressure Tests

Hydrant Flow Test Report

Hydrant Information			
Hydrant ID:	MDFR5919	Agency Hydrant ID:	
Repair Owner:	NBV	Station:	27
Location:	7939 WEST DR		
Flow Test Information			
Flow Test Date:	05/11/2023 07:18:00	Flow Status:	COMPLETE
Test By:	E326996	Pitot 1:	17
Static Pressure:	48	Pitot 2:	17
Residual Pressure:	43	Pitot 3:	
Hydrant Flow:	1230.33		
Available Flow @ 20 PSIG:	3119.21		
Sprinkler Static Pressure:	43		
Sprinkler Residual Pressure:	38		
Sprinkler Flow:	1155.33		
Comments:	X2023095150		

Map	Requestor Information	
	Date Requested:	05/11/2023 07:18:57
	Requested By:	FIRE DEPT
	Project Name:	
	Application #:	

Hydrant Flow Test Report

Hydrant Information			
Hydrant ID:	MDFR291	Agency Hydrant ID:	
Repair Owner:	NBV	Station:	27
Location:	7933 WEST DR		
Flow Test Information			
Flow Test Date:	05/11/2023 07:19:00	Flow Status:	COMPLETE
Test By:	E326996	Pitot 1:	17
Static Pressure:	48	Pitot 2:	17
Residual Pressure:	43	Pitot 3:	
Hydrant Flow:	1230.33		
Available Flow @ 20 PSIG:	3119.21		
Sprinkler Static Pressure:	43		
Sprinkler Residual Pressure:	38		
Sprinkler Flow:	1155.33		
Comments:	X2023095153		

Map



Requestor Information	
Date Requested:	05/11/2023 07:20:06
Requested By:	FIRE DEPT
Project Name:	
Application #:	

Appendix C: Miami Dade County DERM Pump Station Capacity Estimator

This Is Not An Official Document

5/22/2023 9:36 AM - Version i2.20

Calculations are based on the criteria stipulated in Section 24-42.3, Miami-Dade Code, and Federal Consent Decree (Case: No. 1:12-cv-24400-FAM)

Please be aware that the information obtained with this Application is for general information only, and it is only correct as of the time and date in which the search was executed. Consequently, the information obtained with this application DOES NOT CONSTITUTE AN OFFICIAL DEPARTMENTAL DETERMINATION or APPROVAL for your project. For any additional information about the **Pump Station Capacity Estimator** application, please refer to the Application Guidelines or contact the **RER–DERM Wastewater Permitting Section** at 305-372-6600 or via email at PSO@miamidade.gov

* Required fields

Search Criteria	
Sanitary Sewer Utility *	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number *	0002
Proposed Projected Flow (GPD) *	9450 GPD *(Only numbers are allowed)*
Project will require, or is part of, a Sewer Extension *	Yes
Submit / Clear	

Pump Station Capacity Estimator Result
→ ALLOCATION IS NOT ALLOWED ←

Search Criteria Detailed Result	
Sanitary Sewer Utility	23 - CITY OF NORTH BAY VILLAGE
Pump Station Number	0002
Proposed Projected Flow (GPD)	9,450 GPD
Project will require, or is part of, a Sewer Extension	Yes

Pump Station Downstream	Pump Station Owner	Pump Station Number	Moratorium Code	Projected NAPOT	Proposed Hrs (Δt)	Proposed Projected Hrs
Receiving PS	23	0002	TM	4.69	0.11	4.80
↓	30	0002	OK	7.80	0.00	7.80
↓↓	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

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 - MH GT 10 HAMA Ltd
FN	No Allocations - MH GT 10
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

Appendix D: Drainage Calculations

Stormwater Management Calculations

7940 NORTH BAY VILLAGE

Pre Development Site

STORWATER MANAGEMENT CALCULATIONS

A. SITE DATA			
A1	Total Site Area=	0.770 Ac.	
A1.1	Right Of Way dedication=	0.00 Ac.	
A1.2	**Total Site Area for Stormwater Calculations**	**0.770 Ac.**	
A2	Total Building Area=	0.277 Ac.	36.0%
A3	Total Landscaping=	0.173 Ac.	22.5%
A4	Total Pavement+Concrete	0.320 Ac.	41.6%
			100%

B. SOIL STORAGE CALCULATIONS		
B1	Average Pervious Elevation =	8.00 '+-
B2	Average October water table =	2.00 '
B3	Depth to water table (B1-B2)=	6.00 '
B4	From SFWMD Manual for (B3) to W.T., =	8.18 "
B5	Compute overall soilstorage for site.=	1.84 "
	S=B4x(A3/A1.2);	
B6	**Curve Number (1000/(S+10))**	**84.47**

C. COMPUTE 100-Year, 3-Day Runoff Volume for Proposed Site		
C0	Rainfall (inches),	14.00 "
C1	Rainfall (inches) - (X.XX" F-Drain Credit)	14.00 "
C2	Q(runoff)= (C1-0.2(B5))^2/(C1+0.8(B5)) =	12.01 "
C3	Compute volume generated by storm	0.77 Ac-ft
	V= (C2/12)xA1.2	

D. COMPUTE 25-Year, 3-Day Runoff Volume for Proposed Site		
D0	Rainfall (inches),	11.50 "
D1	Q(runoff)= (D1-0.2(B5))^2/(D1+0.8(B5)) =	9.56 "
D2	Compute volume generated by storm	0.61 Ac-ft
	V= (D3.6/12)xA1.2	
D3	Storm Routed using (ICPR). No F-Drain credit used. F-Drain modeled as Stage vs. Discharge	

E. COMPUTE 10-Year, 1-Day Runoff Volume for Proposed Site		
E0	Rainfall (inches),	7.30 "
E1	Q(runoff)= (E1-0.2(B5))^2/(E1+0.8(B5)) =	5.48 "
E2	Compute volume generated by storm	0.35 Ac-ft
	V= (E3.6/12)XA1.2	
E3	Storm Routed using (ICPR). No F-Drain credit used. F-Drain modeled as Stage vs. Discharge	

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H. COMPUTE 5-Year, 1-Day Runoff Volume for Proposed Site		
H0	Rainfall (inches),	6.00 "
H1	Q(runoff)= (H1-0.2(B5))^2/(H1+0.8(B5)) =	4.25 "
H2	Compute volume generated by storm	0.27 Ac-ft
	V= (H3.3/12)XA1.2=	
H3	Storm Routed using (ICPR). No F-Drain credit used. F-Drain modeled as Stage vs. Discharge	

G. COMPUTE 100-Year, 1-Day Runoff Volume for Proposed Site		
G1	Rainfall (inches)	10.30 "
G2	Q(runoff)= (C1-0.2(B5))^2/(C1+0.8(B5)) =	8.38 "
G3	Compute volume generated by storm	0.54 Ac-ft
	V= (C2/12)xA1.2	

F. DESIGN PARAMETERS		
F1	Miami - Dade County Flood Criteria	8.55 ' N.G.V.D.
F2	Firm Zone X (Panel #12086 C 0306 L Dated9/11/09)	8.0 ' N.G.V.D.
F3	Existing average crown of road adjacentes streets=	6.62 ' N.G.V.D.
F4	Highest permissible 10-year, 1 day stage on site(Lowest Parking Crown of Road)	' N.G.V.D.
F5	Highest crown of road of adjacent streets=	6.93 ' N.G.V.D.
F6	Highest permissible 100-year, 3 day stage on site	9.22 ' N.G.V.D.
	(The highest of a.) Fema or b.) 8"+avg. Crown c.) 8" + Dade Co. Flood C.	

G. DESIGN CRITERIA

1 Parking Lot= 5-year storm per Miami-Dade County RER (DERM)

2 Perimeter Elevation: No lower than 25 year, 3-day maximun stage

3 Finish Floor: The highest of
- 8" Above highest crown of adjacent road
- Fema Elevation + 1'
- No lower than 100- year, 3-day maximum stage

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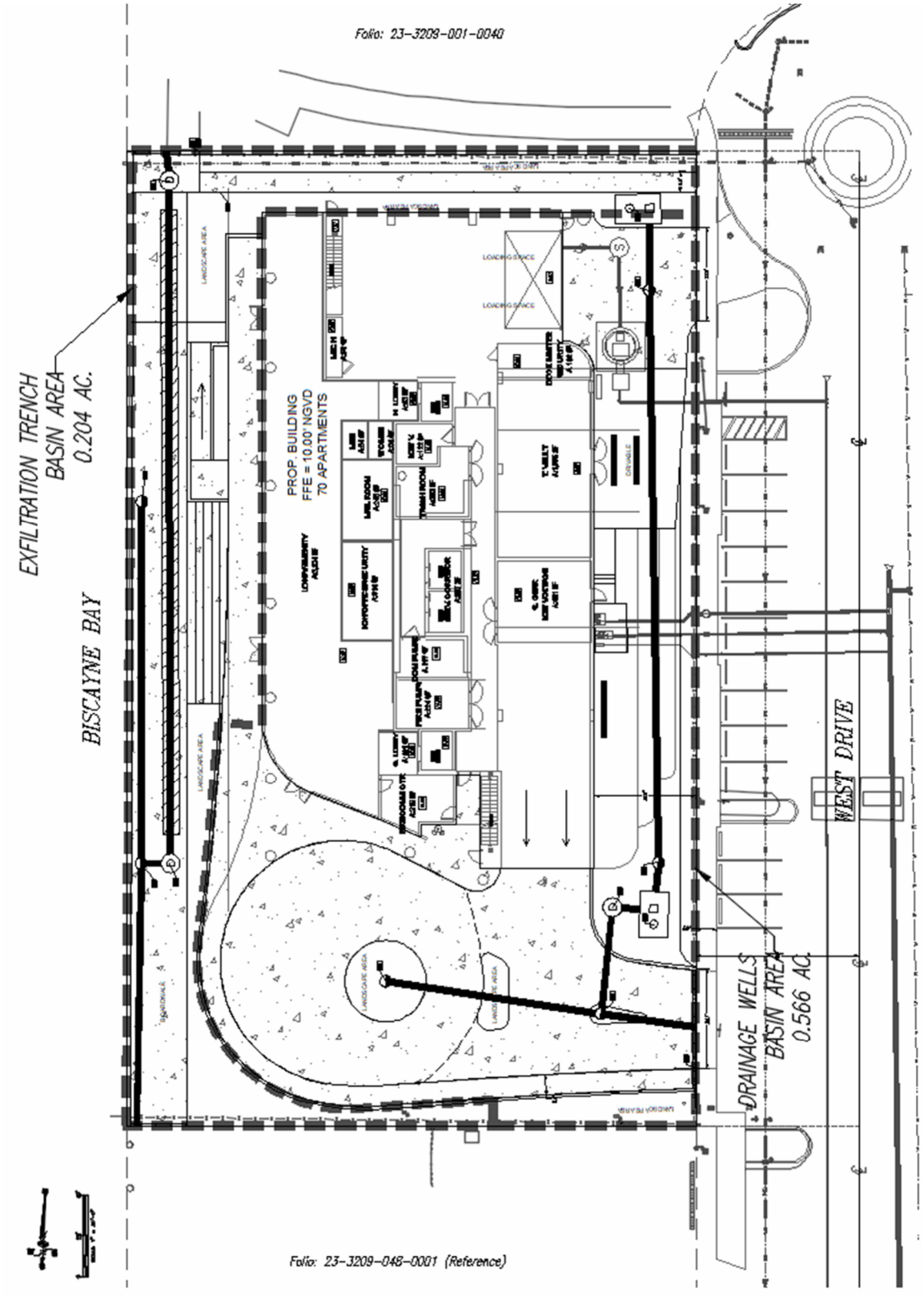
Basin Distribution Map



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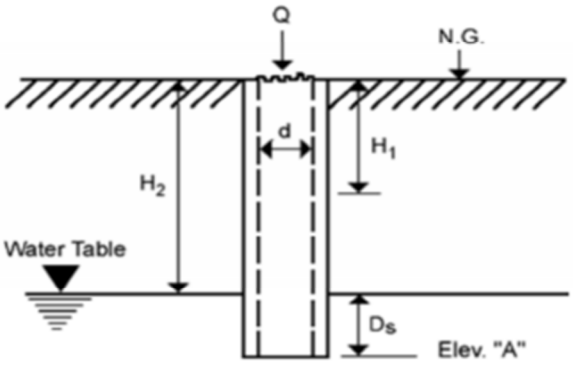
Percolation Tests

SUMMARY OF PERCOLATION TEST RESULTS
SOUTH FLORIDA WATER MANAGEMENT DISTRICT - "USUAL OPEN HOLE TEST"

TEST NUMBER	TEST DATE	SLOTTED PVC DIAMETER (d) (inches)	HOLE DEPTH (feet)	APPROX. ELEVATION (NGVD)	DEPTH TO WATER TABLE BEFORE TEST (feet)	DEPTH TO WATER TABLE DURING TEST (feet)	HYDRAULIC HEAD (H_2) (feet)	SATURATED HOLE DEPTH (D_s) (feet)	STABILIZED FLOW RATE (Q) (cfs)	HYDRAULIC CONDUCTIVITY (K) (cfs/ft^2 - ft head)
P-1	3/20/2023	5	5	7.60	5.00	0.00	5.00	0.00	0.0227257	1.33E-03
P-2	3/20/2023	5	10	7.60	6.80	4.40	2.40	3.20	0.0935764	6.61E-03
P-3	3/20/2023	5	5	7.60	5.00	0.00	5.00	0.00	0.0503530	2.95E-03
P-4	3/20/2023	5	10	7.60	6.10	4.00	2.10	3.90	0.0935764	6.74E-03



$$K = \frac{4Q}{\pi d (2H_2^2 + 4H_2D_s + H_2d)}$$

K = Hydraulic Conductivity ($cfs/ft.^2$ – ft. head)
Q = "Stabilized" Flow Rate (cfs)
d = Diameter of Test Hole (feet)
H_2 = Depth to Water Table (feet)
D_s = Saturated Hole Depth (feet)
Elev. "A" = Proposed Trench Bottom Elev. (ft. – NGVD)
H_1 = Average Head on Unsaturated Hole Surface (ft. head)

PROJECT NAME:	7940 North Bay Village				
PROJECT LOCATION:	7940 West Drive, North Bay Village, FL				
PROJECT No.:	23100	**TESTED BY:**	J&R	**REVIEWED BY:**	RF

SKYRISE ENGINEERING & TESTING

7940 NORTH BAY VILLAGE

NUTTING ENGINEERING

Soil Percolation Test results at 10 ft.

Test Number	Hydraulic Conductivity (K) $cfs/ft^2ft.head$
1	6.61E-03
2	6.74E-03
AVERAGE	***6.68E-03***

Exfiltration Trench Calculations

7940 NORTH BAY VILLAGE
On-Site French Drain System
(RIM EL.=5.50')

1. TRENCH DISCHARGE CALCULATIONS

Q = K x [(2xLxDu)x(H-0.5Du)+(2xLxDs)x(H)+(LxWxH)]

STAGE NGVD (1)	"K" C.F.S./FT^2-FT. (2)	MIN. RIM ELEV. NGVD (3)	TOP OF TRENCH NGVD (4)	WATER TABLE NGVD (5)	BOTTOM OF TRENCH NGVD (6)	W (FT) (7)	L (FT) (8)	Du Ft. (9)	Ds Ft. (10)=(5)-(6)	H Ft. (11)=(1)-(5)	DISCHARGE C.F.S. "Q"
2.00	6.68E-03	5.50	3.50	2.00	-4.50	4.00	150.00	0.00	6.50	0.00	0.00
3.50	6.68E-03	5.50	3.50	2.00	-4.50	4.00	150.00	1.50	6.50	1.50	27.78
5.50	6.68E-03	5.50	3.50	2.00	-4.50	4.00	150.00	1.50	6.50	3.50	67.83

NOTE:

F-DRAIN PROVIDED=	150 L.F
* F-DRAIN REQUIRED=	20 L.F

* French Drain Required to Comply with RER's 5-year storm including a factor of safety of 2.0

7940 NORTH BAY VILLAGE
On-Site French Drain System
DERM'S 5 YEAR STORM TABULATION

SITE DATA:			COMPUTE AVG. "C":	
CONTRIBUTING AREA (Ac.) =	0.204		USE C= 0.2 FOR PERVIOUS	
IMPERVIOUS AREA (Ac.) =	0.204	100%	USE C= 0.9 FOR IMPERVIOUS	
PERVIOUS AREA (Ac.)=	0.000	0%	AVG. "C" = (100%)x(0.9)+(0%)x(0.3)=	0.90

ANALYSIS OF A 5-YEAR STORM

TIME (MIN.) (1)	INTENSITY (In./Hr.) (2)	RUN-OFF (C.F.S.) (3)	F-DRAIN DISCHARGE/2.0 (C.F.S.) (4)	ACCUM. RUN-OFF (C.F. X 1000) (5)	ACCUM. EXFILTRATED (C.F. X 1000) (6)	VOL. STORAGE IN TRENCH (C.F. X 1000) (7)	EXCESS SYSTEM CAPACITY (C.F. X 1000) (8)
0	0.00	0.00	33.92	0.00	0.00	0.45	0.45
5	6.70	1.23	33.92	0.37	10.18	0.45	10.26
10	6.20	1.14	33.92	0.68	20.35	0.45	20.12
15	5.55	1.02	33.92	0.92	30.53	0.45	30.06
20	5.20	0.95	33.92	1.15	40.70	0.45	40.01
25	4.70	0.86	33.92	1.29	50.88	0.45	50.03
30	4.40	0.81	33.92	1.45	61.05	0.45	60.05
40	3.80	0.70	33.92	1.67	81.40	0.45	80.18
50	3.50	0.64	33.92	1.93	101.75	0.45	100.28
60	3.25	0.60	33.92	2.15	122.10	0.45	120.41
90	2.40	0.44	33.92	2.38	183.15	0.45	181.23
120	2.20	0.40	33.92	2.91	244.20	0.45	241.75
150	1.80	0.33	33.92	2.97	305.26	0.45	302.73
180	1.60	0.29	33.92	3.17	366.31	0.45	363.59

COLUMN #
- (3) (2) x CONTIBUTING AREA x AVG."C"
- (4) FRENCH DRAIN DISCHARGE CAPACITY TO MIN. RIM/ 2.0 FACTOR OF SAFETY
- (5) (3) x (1) x (60 SEC./MIN)]/1000
- (6) (4) x (1) x (60 SEC./MIN.)]/1000
- (8) [(6) + (7)] - (5)

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Drainage Wells Calculations

7940 NORTH BAY VILLAGE
Proposed Drainage Well Capacity

1. DRAINAGE WELL DISCHARGE CALCULATIONS per Well

STAGE NGVD29 (1)	STAGE NAVD88 Datum	DISCHARGE RATE GPM/FT (2)	MIN. RIM ELEVATION NGVD29 (3)	DENSITY DIFFERENTIAL DEPTH FT (4)	MEAN HIGH WATER NGVD (5)	DISCHARGE G.P.M. (6) = "Q" ={ [(1) - (4) - (5)] * (2)}	DISCHARGE C.F.S. (7) "Q" = [(6) / 448.8]
1.70	0.15	500.00	8.00	2.00	1.70	0.00	0.00
3.70	2.15	500.00	8.00	2.00	1.70	0.00	0.00
4.70	3.15	500.00	8.00	2.00	1.70	500.00	1.12
5.70	4.15	500.00	8.00	2.00	1.70	1000.00	2.23
6.70	5.15	500.00	8.00	2.00	1.70	1500.00	3.35
8.00	6.45	500.00	8.00	2.00	1.70	2150.00	4.79

COLUMN #
- (2) REQUIRED MINIMUM AVERAGE CAPACITY OF 500 GPM PER FOOT OF HEAD.
- (3) AIR RELEASE PIPE (GOOSE NECK) OR LOWEST RIM ELEVATION.
- (4) DENSITY DIFFERENTIAL BETWEEN SALTWATER AND WATER. BASED ON 80' CASED WELL DEPTH AND 1' DEPTH PER 40' OF CASING DEPTH.
- (5) MIAMI MEAN HIGH WATER

7940 NORTH BAY VILLAGE
Proposed Drainage Well Capacity
DERM'S 5 YEAR STORM TABULATION

SITE DATA:			COMPUTE AVG. "C":	
SITE TOTAL AREA AREA (Ac.) =	0.566			
GROUND PERVIOUS AREA (Ac.)=	0.000	0%	USE C= 0.2 FOR PERVIOUS	
TOTAL HORIZONTAL IMPERVIOUS AREA (Ac.) =	0.566	100%	USE C= 0.9 FOR IMPERVIOUS	
TOTAL CONTRIBUTIING AREA INTO WELLS (Ac.) =	0.566	100%	AVG. "C" = (100%)x(0.9)+(0%)x(0.2)=	0.90

ANALYSIS OF A 5-YEAR STORM

TIME (MIN.) (1)	INTENSITY (In./Hr.) (2)	RUN-OFF (C.F.S.) (3)	2-WELLS DISCHARGE/1.5 FS (C.F.S.) (4)	ACCUM. RUN-OFF (C.F. X 1000) (5)	ACCUM. VOLUME DISCHARGED (C.F. X 1000) (6)	VOL. STORAGE (C.F. X 1000) (7)	EXCESS SYSTEM CAPACITY (C.F. X 1000) (8)
0	0.00	0.00	6.39	0.00	0.00	0.00	0.00
5	6.70	3.41	6.39	1.02	1.92	0.00	0.89
10	6.20	3.16	6.39	1.90	3.84	0.00	1.94
15	5.55	2.83	6.39	2.54	5.75	0.00	3.21
20	5.20	2.65	6.39	3.18	7.67	0.00	4.49
25	4.70	2.39	6.39	3.59	9.59	0.00	6.00
30	4.40	2.24	6.39	4.04	11.51	0.00	7.47
40	3.80	1.94	6.39	4.65	15.34	0.00	10.70
50	3.50	1.78	6.39	5.35	19.18	0.00	13.83
60	3.25	1.66	6.39	5.96	23.02	0.00	17.05
90	2.40	1.22	6.39	6.60	34.52	0.00	27.92
120	2.20	1.12	6.39	8.07	46.03	0.00	37.96
150	1.80	0.92	6.39	8.25	57.54	0.00	49.28
180	1.60	0.82	6.39	8.80	69.05	0.00	60.24

COLUMN #
- (3) (2) x CONTIBUTING AREA x AVG."C"
- (4) WELL DISCHARGE CAPACITY OF WELL of 4.79 CFS x 2 Wells / 1.5 FS = 6.39 CFS
- (5) (3) x (1) x (60 SEC./MIN)]/1000
- (6) (4) x (1) x (60 SEC./MIN.)]/1000
- (8) [(6) + (7)] - (5)

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SCHWEBKE SHISKIN + ASSOCIATES

7940 NORTH BAY VILLAGE

Proposed Drainage Well Capacity
WELL LOCATION TABULATION

WELL #	LATITUDE	LONGITUDE
1	25° 51' 12.75" N	80° 09' 36.80" W
2	25° 51' 11.01" N	80° 09' 36.67" W

7940 NORTH BAY VILLAGE

Well Detention Calculations

Contributing Area	**= 0.57 Acres**	
Peak Run Off	**= 3.41 CFS**	BASED ON RER 5-YEAR PEAK RUN-OFF

Well Box Width (Ft.)	Well Box Length (Ft.)	Top of Casing to Bottom of Structure Distance	No. of Wells	Volume Per Well	Cumulative Well Volume
6.00	10.00	3.50	1	210 CF	210 CF
6.00	10.00	3.50	1	210 CF	420 CF
				Total Well Volume	420 CF
				Well Detention Time	123 Seconds

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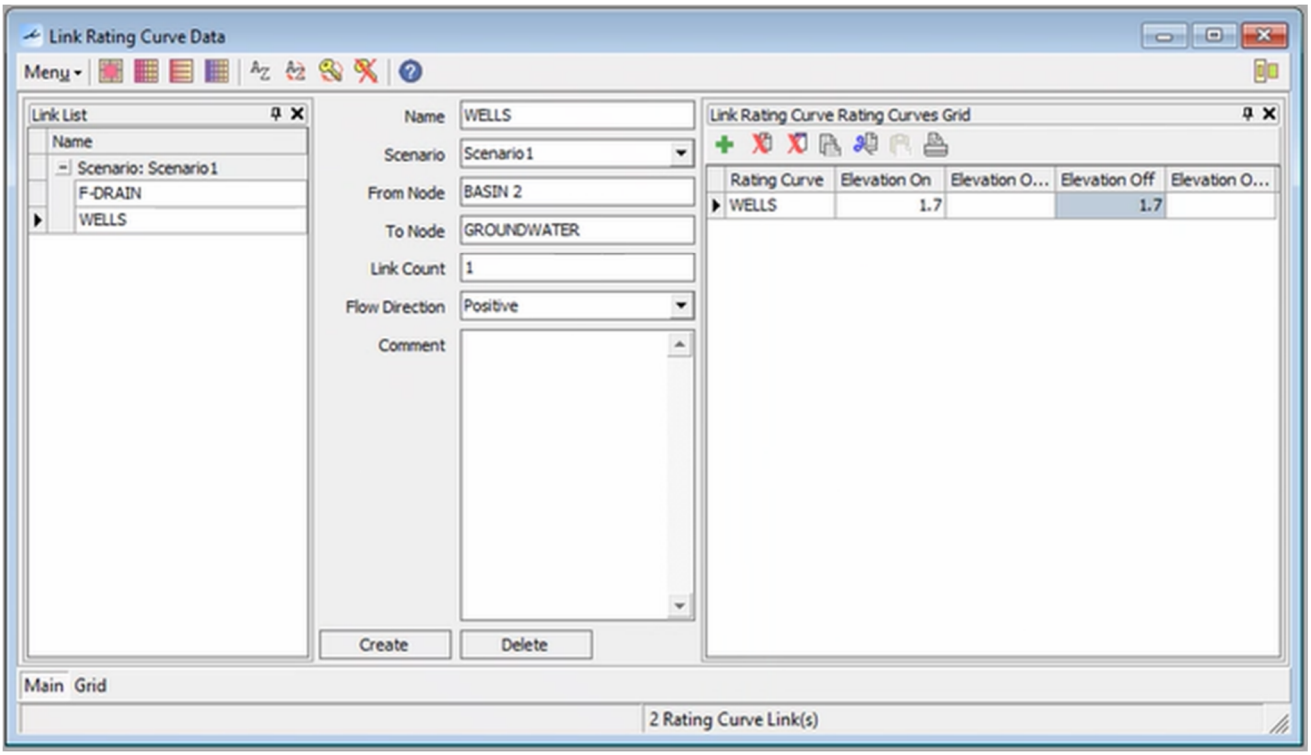
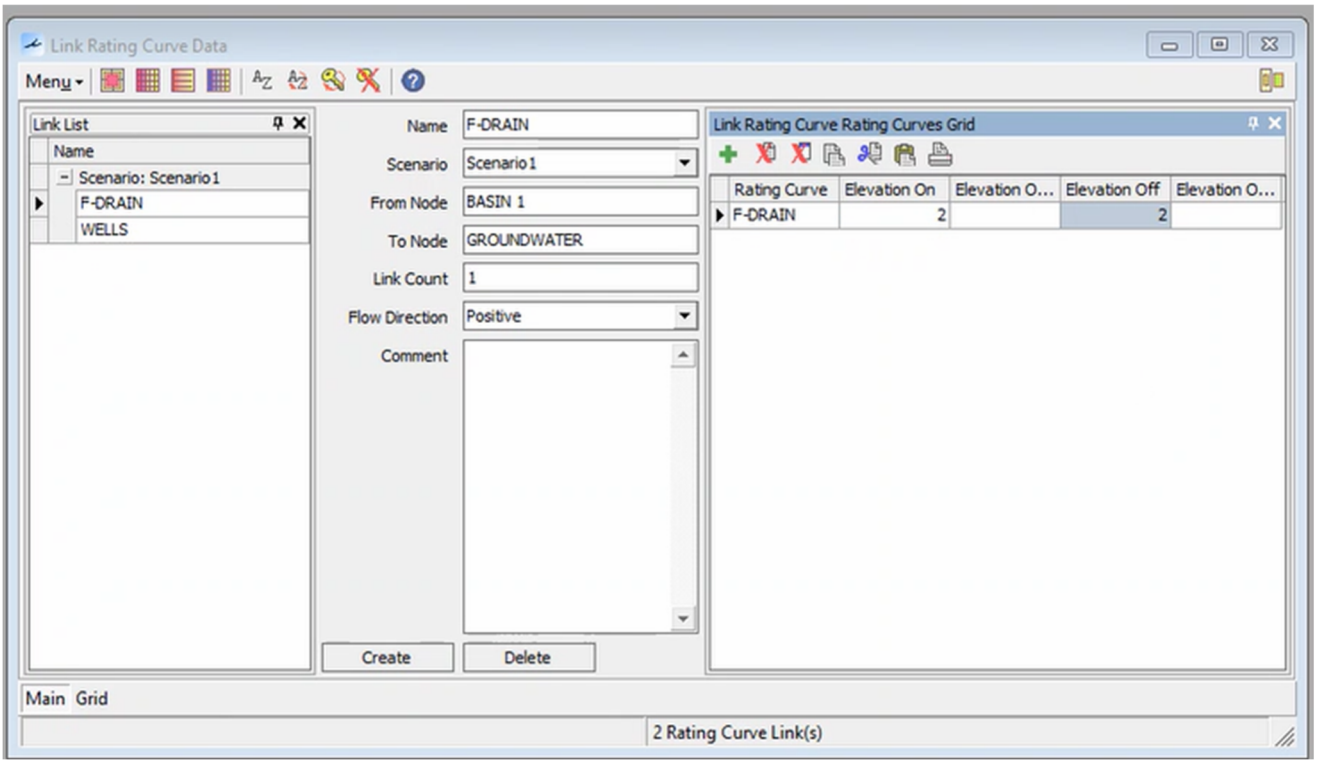
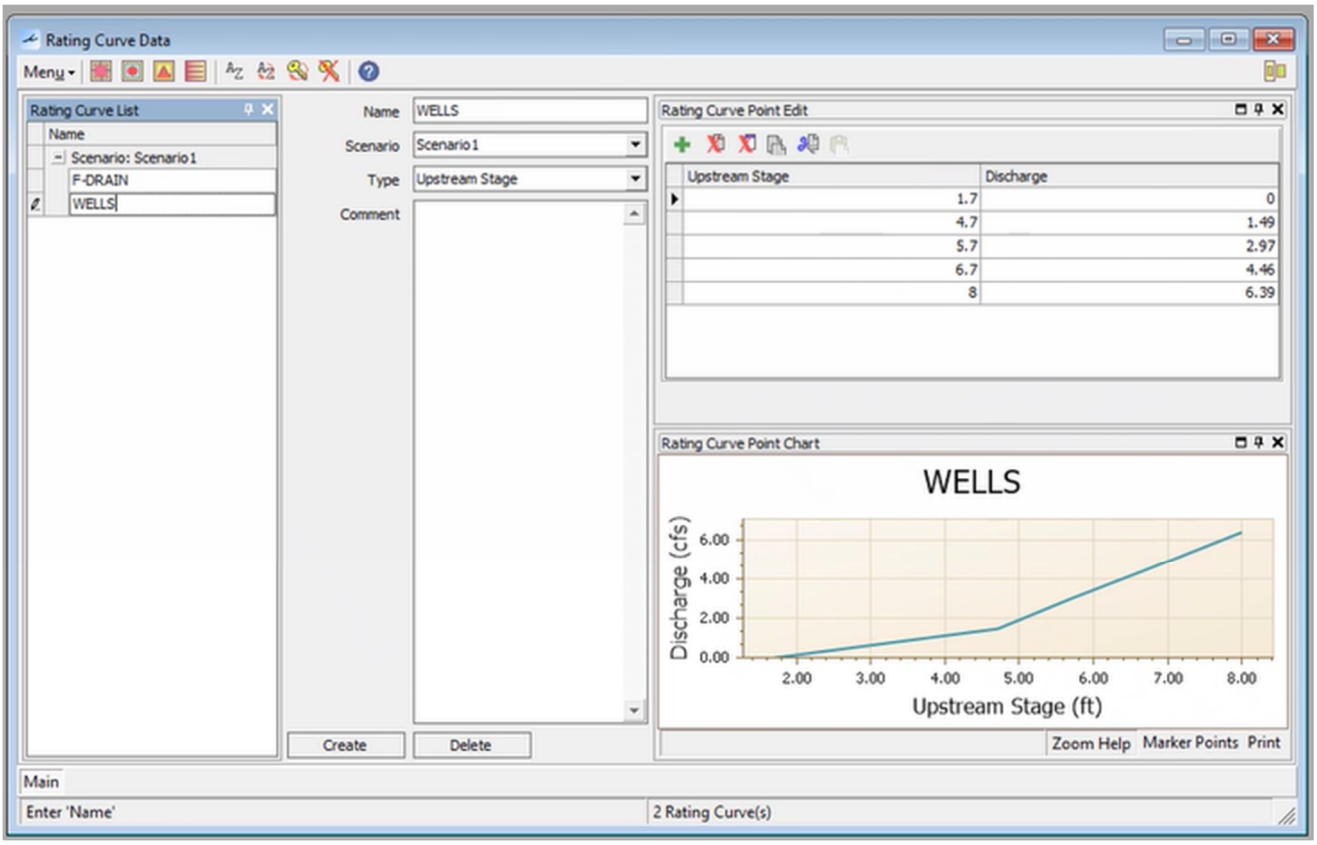
ICPR Modeling



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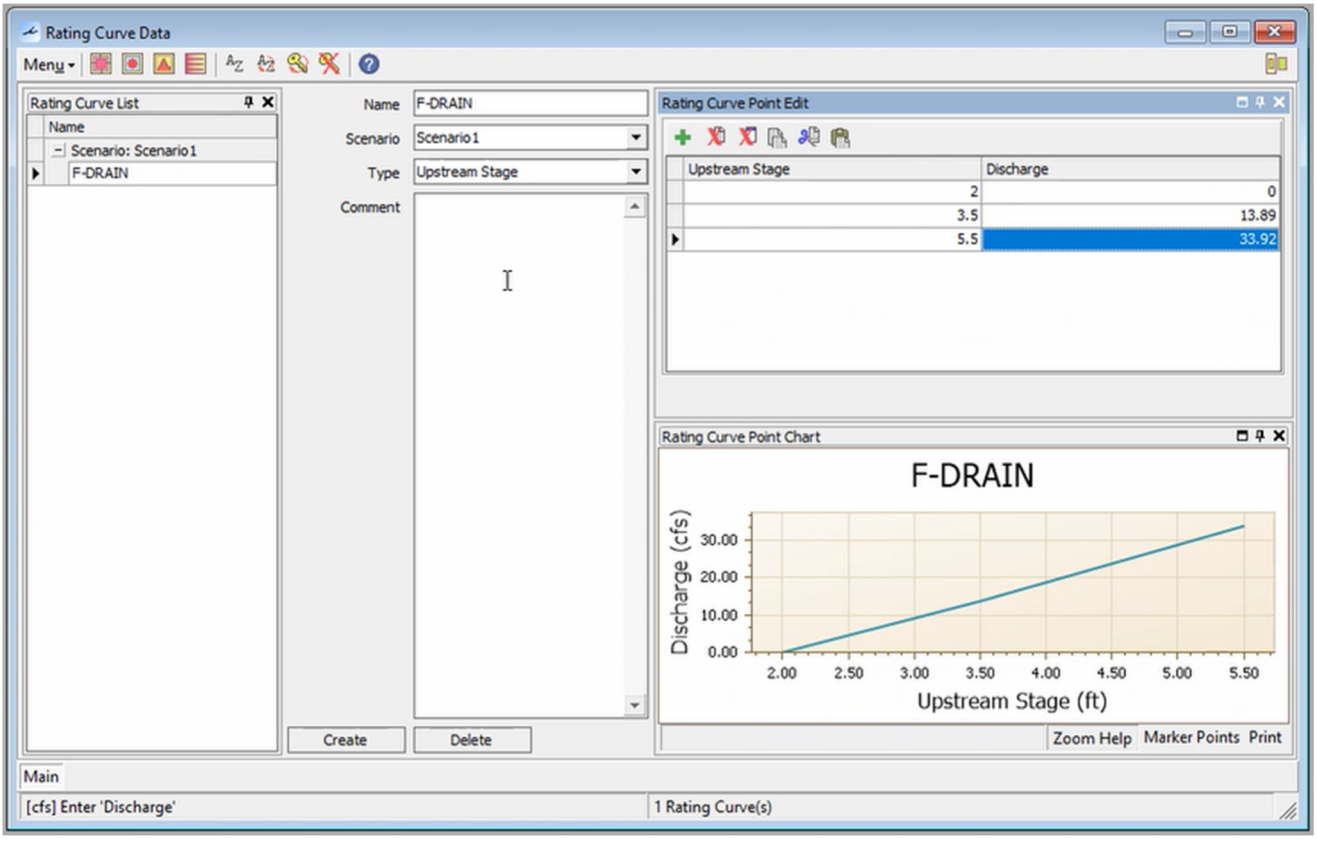
Rating Curve List
Name
Scenario: Scenario1
F-DRAIN
WELLS
Name WELLS
Scenario Scenario1
Type Upstream Stage
Comment
Create
Delete
Rating Curve Point Edit
Upstream Stage
Discharge
1.7 0
4.7 1.49
5.7 2.97
6.7 4.46
8 6.39
Rating Curve Point Chart
WELLS
Discharge (cfs)
6.00
4.00
2.00
0.00
2.00 3.00 4.00 5.00 6.00 7.00 8.00
Upstream Stage (ft)
Zoom Help Marker Points Print
Main
Enter 'Name'
2 Rating Curve(s)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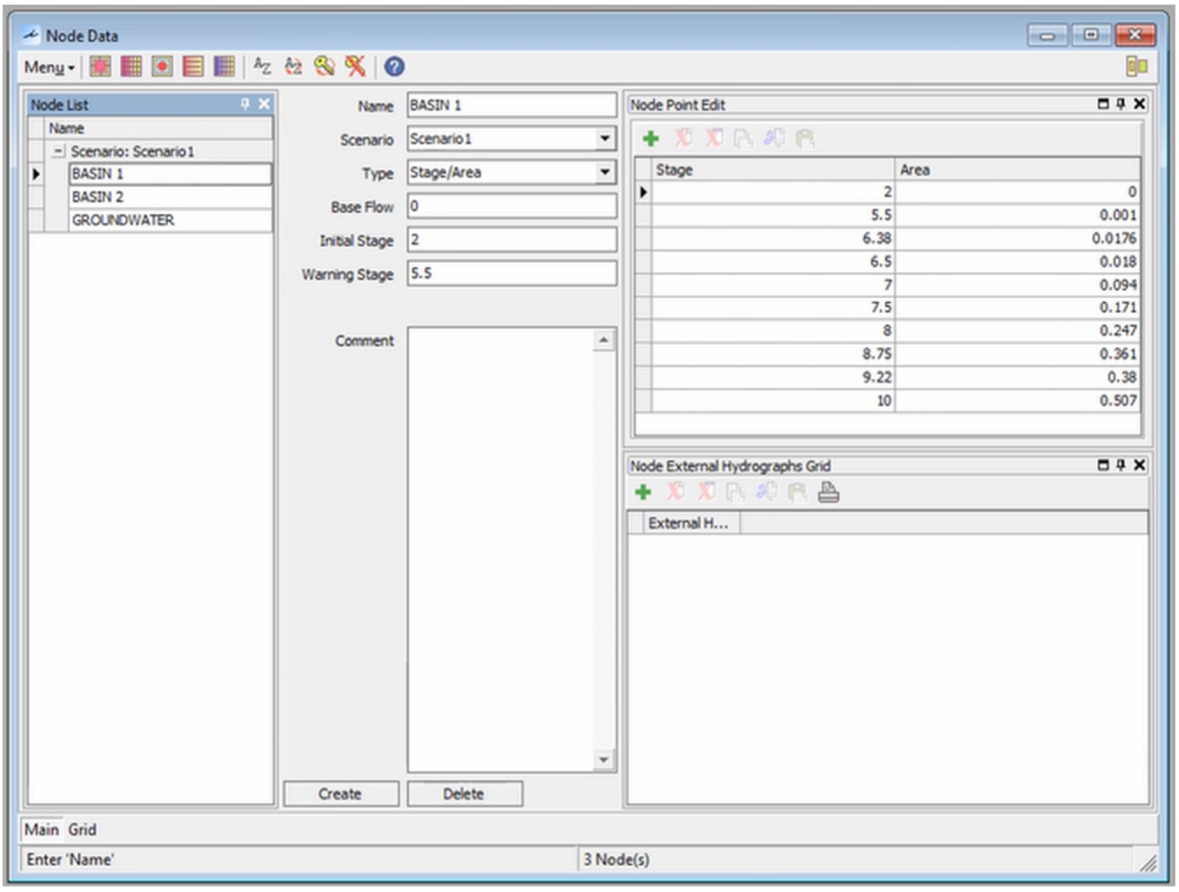
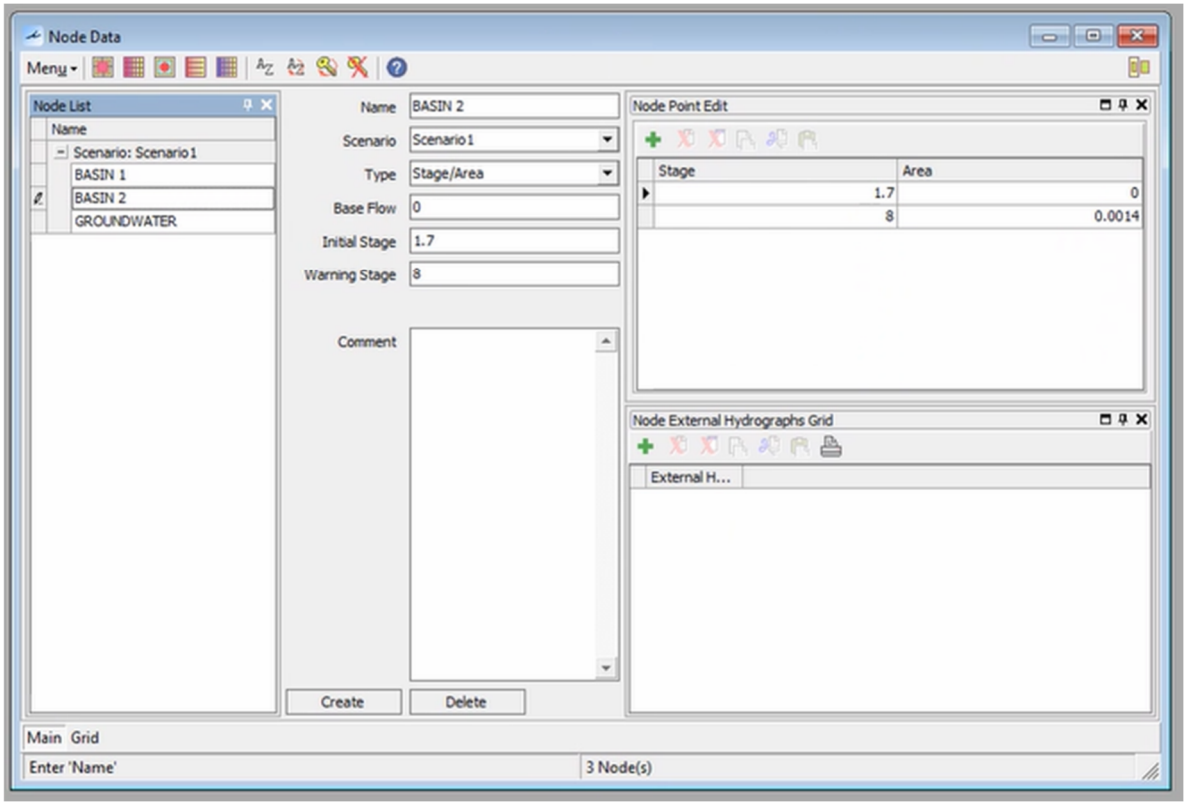
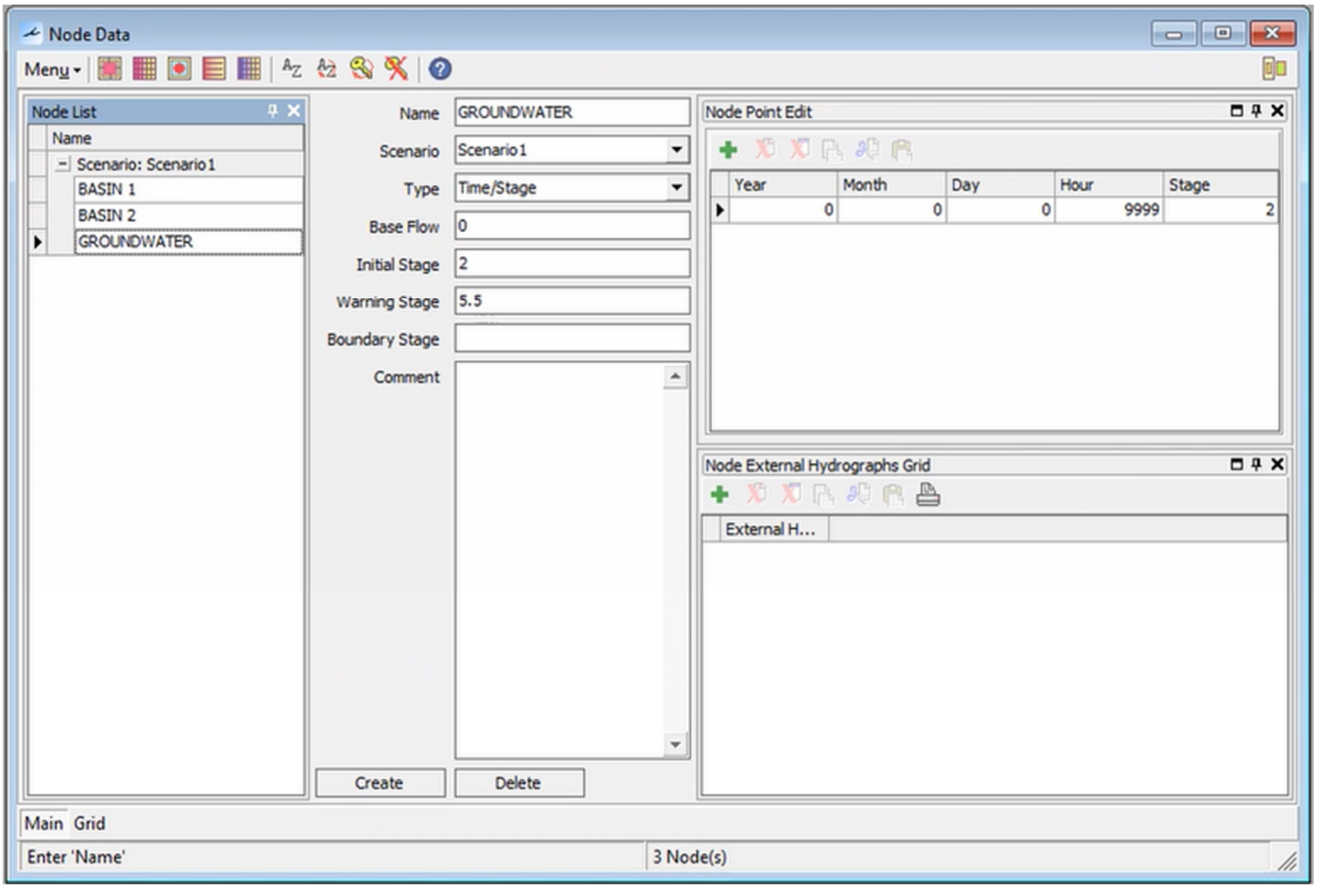
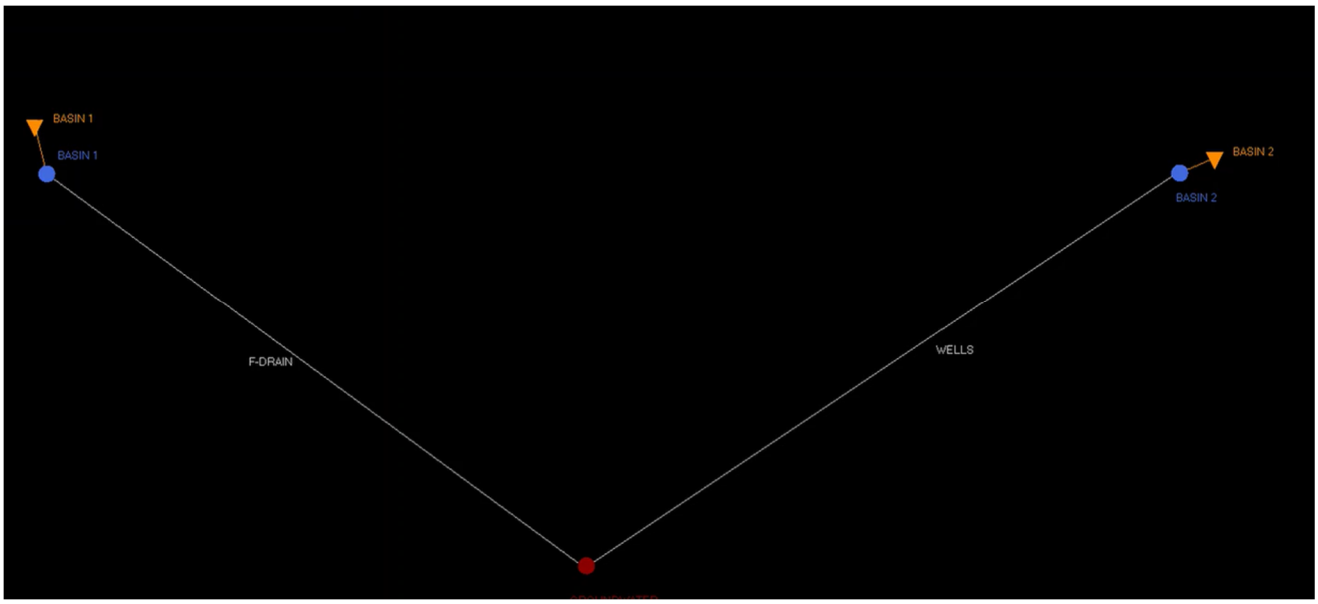
Menu
Rating Curve List
Name
Scenario: Scenario1
F-DRAIN
Name F-DRAIN
Scenario Scenario1
Type Upstream Stage
Comment
Create
Delete
Rating Curve Point Edit
Upstream Stage
Discharge
2 0
3.5 13.89
5.5 33.92
Rating Curve Point Chart
F-DRAIN
Discharge (cfs)
30.00
20.00
10.00
0.00
2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50
Upstream Stage (ft)
Zoom Help Marker Points Print
Main
[cfs] Enter 'Discharge'
1 Rating Curve(s)


Node Data
Menu
Node List
Name
Scenario: Scenario 1
BASIN 1
BASIN 2
GROUNDWATER
Name BASIN 1
Scenario Scenario 1
Type Stage/Area
Base Flow 0
Initial Stage 2
Warning Stage 5.5
Comment
Create
Delete
Node Point Edit
Stage Area
2 0
5.5 0.001
6.38 0.0176
6.5 0.018
7 0.094
7.5 0.171
8 0.247
8.75 0.361
9.22 0.38
10 0.507
Node External Hydrographs Grid
External H...
Main Grid
Enter 'Name'
3 Node(s)


Node Data
Menu
Node List
Name
Scenario: Scenario 1
BASIN 1
BASIN 2
GROUNDWATER
Name BASIN 2
Scenario Scenario 1
Type Stage/Area
Base Flow 0
Initial Stage 1.7
Warning Stage 8
Comment
Create
Delete
Node Point Edit
Stage Area
1.7 0
8 0.0014
Node External Hydrographs Grid
External H...
Main Grid
Enter 'Name'
3 Node(s)





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NODE MAX REPORT 1

Node Max Conditions [Scenario1]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
BASIN 1	100YR 24HR	5.50	2.12	-0.0001	1.15	1.15	100
BASIN 2	100YR 24HR	8.00	5.83	0.0010	3.18	3.17	100
BASIN 1	100YR 72HR	5.50	2.13	-0.0001	1.22	1.22	100
BASIN 2	100YR 72HR	8.00	5.97	-0.0010	3.39	3.38	100
BASIN 1	10YR 24HR	5.50	2.08	-0.0001	0.77	0.77	100
BASIN 2	10YR 24HR	8.00	5.12	-0.0010	2.13	2.12	100
BASIN 1	25YR 72HR	5.50	2.11	-0.0001	0.99	0.99	100
BASIN 2	25YR 72HR	8.00	5.54	0.0010	2.75	2.74	100
BASIN 1	5YR 24HR	5.50	2.06	-0.0001	0.60	0.60	100
BASIN 2	5YR 24HR	8.00	4.81	-0.0010	1.67	1.66	100

3240 CORPORATE WAY – MIRAMAR, FLORIDA 33025 // PHONE (954) 435-7010

Appendix E: Miami Dade County Department of Solid Waste Management

MIAMI-DADE COUNTY

Department of Solid Waste Management
Dr. Martin Luther King Plaza
2525 NW 62nd Street
Miami, FL 33147
T 305-514-6609 F 305-514-6866
www.miamidade.gov

06/01/2023

Andrea I. Etcheverry Q., P.E. ENV SP
Schwebke, Shiskin & Associates
3240 Corporate Way
Miramar, Florida 33025
aetcheverry@shiskin.com

Re: 7938-7940 West Drive, North Bay Village

Dear Ms. Etcheverry:

In response to your email dated May 24, 2023 regarding the application to develop a 70-unit apartment building on vacant land located at 7938-7940 West Drive, North Bay Village, FL 33141, the Miami-Dade County Department of Solid Waste Management (DSWM) can provide you with the following information regarding solid waste concurrency.

The DSWM does not measure waste disposal capacity utilization on a case-by-case basis. Instead, the adequacy of County disposal capacity is evaluated system-wide, based on historical contracted and anticipated non-contracted waste flows. Accordingly, we are not able to make specific capacity commitments to facilities, developments, or areas.

Enclosed, please find the DSWM's FY 2022-23 concurrency determination, issued on September 28, 2022, which is filed with the Regulatory and Economic Resources Department on an annual basis. The determination shows sufficient system-wide waste disposal capacity to meet the County's adopted 5-year level-of-service standard.

Should you require additional information, please do not hesitate to contact Stacey McDuffie-Brewster, Manager, Intergovernmental and External Affairs Division, at 305-514-6040.

Sincerely,

Michael Fernandez, Director
Department of Solid Waste Management

Enclosures

Memorandum

MIAMI-DADE COUNTY

Date: September 28, 2022

To: Jerry Bell, AICP, Assistant Director for Planning
Department of Regulatory and Economic Resources

From: Michael J. Fernandez, Director
Department of Solid Waste Management

Subject: Solid Waste Disposal Concurrency Determination

The Department of Solid Waste Management (DSWM) determines compliance with the County's adopted level-of-service (LOS) standard for solid waste disposal based on the ability of the County Solid Waste Management System (System) to accommodate projected waste flows for concurrency. Only those System facilities that are constructed or subject to a binding executed contract for construction are included in this determination, in accordance with Chapter 33G of the Miami-Dade County Code, Service Concurrency Management Program.

The attached spreadsheet presents the projected utilization of the System's remaining disposal capacity over a period of thirteen (13) years. The projection is based on the demand generated by those parties (municipalities and private haulers) who have committed their waste to the System through interlocal agreements or long-term contracts and anticipated non-committed waste flows, in accordance with the LOS standard. The analysis shows adequate System capacity to meet the LOS through Fiscal Year 2035 or eight (8) years beyond the minimum five (5) year standard. This determination is contingent upon the continued ability of the County and its disposal service contract providers to obtain and renew disposal facility operating permits from the applicable federal, state and local regulatory agencies. Therefore, please be advised that the current LOS is adequate to issue development orders. This determination shall remain in effect for a period of one (1) fiscal year (ending September 30, 2023), at which time a new determination will be issued. If, however, a significant event occurs that substantially alters the projection, the Department will issue an updated determination.

Attachment

c: Danny Diaz, Acting Assistant Director, Administration
Aimee Cabrera, Deputy Director, Administration
Achaya Kelapanda, Deputy Director, Operation
Olga Espinosa-Anderson, Assistant Director, Disposal Operations

3240 CORPORATE WAY – MIRAMAR, FLORIDA 33025 // PHONE (954) 435-7010

Department of Solid Waste Management (DSWM)
Disposal Facility Available Capacity
From Fiscal Year 2022-23 Through Fiscal Year 2034-35

FISCAL YEAR PERIOD	WASTE PROJECTION NET TONS DISPOSED (1)	RESOURCES RECOVERY ASHFILL (2)			SOUTH DADE LANDFILL (3)			NORTH DADE LANDFILL (4)			WMI (5) & WC (7)	TOTAL TO BE LANDFILLED	TO BE INCINERATED AND RECYCLED	WMI (5)	WC (7)	TOTAL	WMI (5)	WC (7)	TOTAL
		Beginning Capacity (6)	Landfilled	Ending Capacity	Beginning Capacity (6)	Landfilled	Ending Capacity	Beginning Capacity (6)	Landfilled	Ending Capacity	CONTRACT DISPOSAL			CONTRACT CAPACITY	CONTRACT CAPACITY	CONTRACT CAPACITY	UNUSED CAPACITY	UNUSED CAPACITY	UNUSED CAPACITY
OCT. 1, 2022 TO SEPT. 30, 2023	1,893,000	1,162,897	126,600	1,036,297	3,897,789	540,900	3,356,889	927,605	250,900	676,705	186,400	1,104,800	788,200	1,250,000	500,000	1,750,000	1,063,600	500,000	1,563,600
OCT. 1, 2023 TO SEPT. 30, 2024	1,911,900	1,036,297	126,600	909,697	3,356,889	540,900	2,815,989	676,705	250,900	425,805	205,300	1,123,700	788,200	1,250,000	500,000	1,750,000	1,044,700	500,000	1,544,700
OCT. 1, 2024 TO SEPT. 30, 2025	1,931,000	909,697	126,600	783,097	2,815,989	540,900	2,275,089	425,805	250,900	174,905	224,400	1,142,800	788,200	1,250,000	500,000	1,750,000	1,025,600	500,000	1,525,600
OCT. 1, 2025 TO SEPT. 30, 2026	1,950,300	783,097	126,600	656,497	2,275,089	540,900	1,734,189	174,905	174,905	0	319,695	1,162,100	788,200	1,250,000	500,000	1,750,000	930,305	500,000	1,430,305
OCT. 1, 2026 TO SEPT. 30, 2027	1,969,800	656,497	126,600	529,897	1,734,189	540,900	1,193,289	0	0	0	514,100	1,181,600	788,200	1,250,000	500,000	1,750,000	735,900	500,000	1,235,900
OCT. 1, 2027 TO SEPT. 30, 2028	1,989,500	529,897	126,600	403,297	1,193,289	540,900	652,389	0	0	0	533,800	1,201,300	788,200	1,250,000	500,000	1,750,000	716,200	500,000	1,216,200
OCT. 1, 2028 TO SEPT. 30, 2029	2,009,400	403,297	126,600	276,697	652,389	540,900	111,489	0	0	0	553,700	1,221,200	788,200	1,250,000	500,000	1,750,000	696,300	500,000	1,196,300
OCT. 1, 2029 TO SEPT. 30, 2030	2,029,500	276,697	126,600	150,097	111,489	111,489	0	0	0	0	1,003,211	1,241,300	788,200	1,250,000	500,000	1,750,000	246,789	500,000	746,789
OCT. 1, 2030 TO SEPT. 30, 2031	2,049,800	150,097	126,600	23,497	0	0	0	0	0	0	1,135,000	1,261,600	788,200	1,250,000	500,000	1,750,000	115,000	500,000	615,000
OCT. 1, 2031 TO SEPT. 30, 2032	2,070,300	23,497	23,497	0	0	0	0	0	0	0	1,258,603	1,282,100	788,200	1,250,000	500,000	1,750,000	0	491,397	491,397
OCT. 1, 2032 TO SEPT. 30, 2033	2,091,000	0	0	0	0	0	0	0	0	0	1,302,800	1,302,800	788,200	1,250,000	500,000	1,750,000	0	447,200	447,200
OCT. 1, 2033 TO SEPT. 30, 2034	2,111,900	0	0	0	0	0	0	0	0	0	1,323,700	1,323,700	788,200	1,250,000	500,000	1,750,000	0	426,300	426,300
OCT. 1, 2034 TO SEPT. 30, 2035	2,133,000	0	0	0	0	0	0	0	0	0	1,344,800	1,344,800	788,200	1,250,000	500,000	1,750,000	0	405,200	405,200
REMAINING YEARS				9			7			3			13						

ANNUAL DISPOSAL (in tons)
RESOURCES RECOVERY ASHFILL 126,600
SOUTH DADE LANDFILL 540,900
NORTH DADE LANDFILL 250,900
WMI CONTRACT 250,000
TOTAL TO BE LANDFILLED 1,168,400

(1) Net Tons Disposed (Budget Division Base Budget for FY2022-23 with an annual 1% growth rate).
(2) Ashfill capacity is for Cell 20. When Cells 20 is depleted, Resources Recovery Plant Ash will go to WMI.
(3) South Dade includes Cells 4 and 5.
(4) North Dade capacity represents buildout of the facility. When North Dade Landfill capacity is depleted, trash goes to WMI.
(5) Maximum Contractual Tonnage per year for WMI is 1.25 million tons. 500,000 tons to the Medley Landfill, 500,000 to Okeechobee County Landfill and 250,000 tons to the Monarch Hill Landfill in Broward County. The initial term of the WMI disposal contract ends September 30, 2035 and the contract contains two additional 5-year renewal terms.
(6) All beginning capacity figures are derived from the capacity of Miami-Dade County Landfills (Landfill Capacity Report) with actual tons for July 2022 through August 2022, and projected
(7) Maximum contractual tonnage to Waste Connections (WC) is 500,000 at the JED Landfill in St. Cloud, FL. The initial term of the WC contract ends October 1, 2025 and the contract contains two additional 5-year renewal terms.

Traffic Impact Analysis
for Submittal to
the City of North Bay Village

7940 NORTH BAY VILLAGE
NORTH BAY VILLAGE, FLORIDA



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June 2023
143685000

Traffic Impact Analysis
for Submittal to the
City of North Bay Village

7940 NORTH BAY VILLAGE

NORTH BAY VILLAGE, FLORIDA

Prepared for:

7940 NBV Partners, LLC

Prepared by:

Kimley-Horn and Associates, Inc.

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June 2023
143685000

CORY D. DORMAN LICENSE No. 85462 STATE OF FLORIDA PROFESSIONAL ENGINEER

This document has been digitally signed and sealed by Cory D. Dorman, P.E., PTOE on **June 9th, 2023**, using a SHA authentication code.

Cory D Dorman

Digitally signed by Cory D Dorman
DN: cn=Cory D Dorman, c=US, o=KIMLEY-HORN AND ASSOCIATES INC., email=cory.dorman@kimley-horn.com
Date: 2023.06.09 16:09:20 -04'00'

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Cory D. Dorman, P.E., PTOE
Florida Registration Number 85462
Kimley-Horn and Associates, Inc.
2 Alhambra Plaza, Suite 500
Coral Gables, Florida 33134

EXECUTIVE SUMMARY

7940 NBV Partners, LLC is proposing to develop the property located at 7938-7940 West Drive in North Bay Village, Florida. Currently, the property proposed for development is vacant. The proposed development consists of 70 high-rise multifamily residential units. The project is expected to be completed by year 2027.

Access to the proposed development is provided via one (1) full access driveway along the west side of West Drive. Additionally, one (1) loading-only driveway is provided along the west side of West Drive.

Trip generation for the proposed development was calculated using rates and/or equations contained in ITE's *Trip Generation Manual*, 11th Edition. The project is expected to generate 33 net new weekday A.M. peak hour trips and 40 net new weekday P.M. peak hour trips.

The results of the intersection capacity analysis of the proposed development indicate that all study intersections are expected to operate at adopted level of service (LOS) D or better during the A.M. and P.M. peak hours under all analysis scenarios.

Additionally, the results of the 95th percentile queue analysis indicate that the anticipated future queues are not expected to exceed the provided storage with the exception of the eastbound left-turn movement at the intersection of 79th Street Causeway/John F Kennedy Causeway/SR 934 and Harbor Island Drive during the P.M. peak hour under existing, future background, and future total conditions. Note that the project assigns traffic equivalent to approximately 0.2 percent (0.2%) of the overall intersection capacity at 79th Street Causeway/John F Kennedy Causeway/SR 934 and Harbor Island Drive during the P.M. peak hour. As the project contributes less than 5.0 percent (5.0%) of traffic to the overall intersection capacity, the project does not significantly nor adversely impact this intersection. In addition, the project is expected to increase the anticipated future queue by less than one (1) vehicle as compared to future background conditions.

The results of the roadway segment analysis indicate that the study roadway segments are expected to operate at adopted LOS D under all analysis conditions.

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INTRODUCTION

7940 NBV Partners, LLC is proposing to develop the property located at 7938-7940 West Drive in North Bay Village, Florida. Currently, the property proposed for development is vacant. The proposed development consists of 70 high-rise multifamily residential units. The project is expected to be completed by year 2027. A project location map is provided as Figure 1. A conceptual site plan is included in Appendix A.

Kimley-Horn and Associates, Inc. has completed this traffic impact analysis consistent with the City of North Bay Village requirements. Methodology correspondences detailing the traffic study requirements are included in Appendix B. The purpose of the study is to assess the proposed development's impact on the surrounding transportation network. This report summarizes the data collection, project trip generation, trip distribution and assignment, intersection capacity analysis, roadway segment analysis, 95th percentile queuing analysis, and parking evaluation.



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Figure 1
Location Map
7940 NBV
North Bay Village, Fl

EXISTING TRAFFIC

A.M. peak period (7:00 A.M. to 9:00 A.M.) and P.M. peak period (4:00 P.M. to 6:00 P.M.) turning movement counts were collected on April 27, 2023 (Thursday) at the following intersections:

79th Street Causeway/John F Kennedy Causeway/SR 934 and Harbor Island Drive

Harbor Island Drive and West Drive/East Drive

All traffic volumes were collected in 15-minute intervals and the peak hour was determined for each intersection. Turning movement counts also included pedestrian and bicycle data. The appropriate FDOT PSCF of 1.00 was applied to the turning movement counts.

Additionally, a 24-hour continuous count was collected in 15-minute intervals on April 27, 2023 (Thursday) along West Drive, west of Harbor Island Drive.

The turning movement counts, 24-hour continuous count, FDOT peak season factor category reports, and signal timing data are included in Appendix C. Figure 2 presents the existing turning movement volumes at the study intersections during the A.M. and P.M. peak hours.

N

NOT TO SCALE

Legend

Study Roadway

Study Intersection

XX A.M. Peak Hour Traffic

(XX) P.M. Peak Hour Traffic

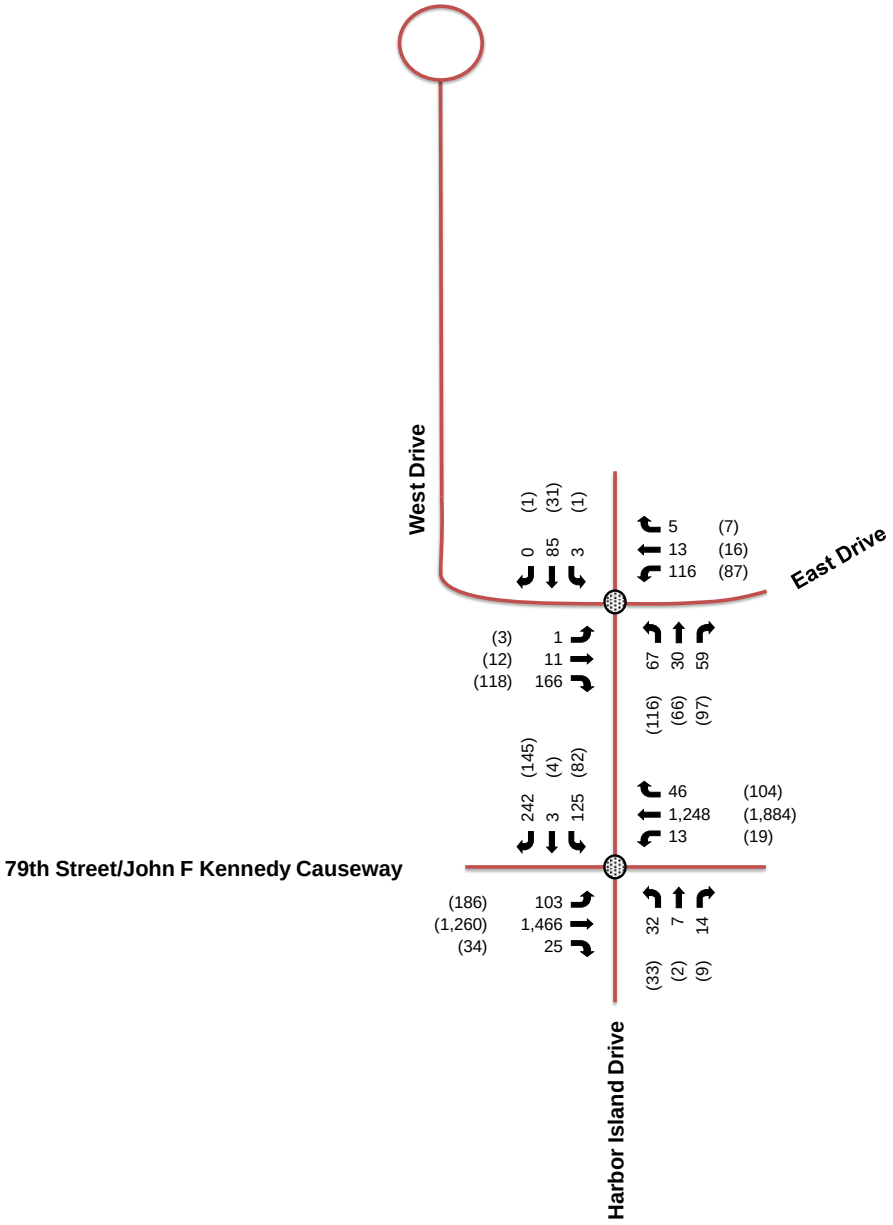

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Figure 2
Existing Peak Hour Traffic
7940 NBV
North Bay Village, Florida

FUTURE BACKGROUND TRAFFIC

Future background traffic conditions are defined as expected traffic conditions on the roadway network in the year 2027 without the construction of the proposed development. Future background traffic volumes used in the analysis are the sum of the existing traffic and additional traffic generated by growth in the study area. Refer to Figure 3 for the future background peak hour traffic volumes.

BACKGROUND AREA GROWTH

Traffic growth on the transportation network was determined based upon (a) historic growth trends at nearby FDOT traffic count stations, (b) traffic volume comparisons from the year 2015 and 2045 Florida Standard Urban Transportation Model Structure (FSUTMS) - Southeast Florida Regional Planning Model (SERPM).

FDOT count stations referenced in this analysis include:

Count station no. 0115 located on SR 934/Normandy Drive, 100 feet west of Rue Versailles

Count station no. 0142 located on SR 934/79th Street, 350 feet west of Pelican Harbour Drive

Count station no. 0533 located on SR 934/North Bay Causeway, 450 feet east of Adventure Avenue

Count station no. 5191 located on SR 934/North Bay Causeway, 100 feet west of Rue Versailles

The historic growth rate analysis, based on FDOT count stations, examined linear, exponential, and decaying exponential growth rates for the most recent five (5) and ten (10) year periods. Note that as a result of atypical traffic conditions due to the Covid-19 pandemic, historic FDOT count station data for 2020 and 2021 were interpolated between 2019 and 2022. The linear growth trend yielded a growth rate of 3.66 percent (3.66%) over the most recent five (5) year period and 1.57 percent (1.57%) over the most recent 10-year period. The exponential growth trend yielded a growth rate of 3.29 percent (3.29%) over the most recent five (5) year period and 1.34 percent (1.34%) over the most recent 10-year period. The decaying exponential growth trend yielded a growth rate of 3.43 percent (3.43%) over the most recent five (5) year period and 1.33 percent (1.33%) over the most recent 10-year period. The calculated growth rate with the highest R^2 value was determined based on the five (5) year decaying exponential growth trend which yielded a growth rate of 3.66 percent (3.66%).

Based on the volume information obtained from the years 2015 and 2045 FSUTMS SERPM, an annual growth rate of 0.76 percent (0.76%) in the vicinity of the development was calculated.

At the request of the City of North Bay Village staff, the highest calculated growth rate of 3.66 percent (3.66%) was compared to previously approved traffic impact analyses provided by the City of North Bay Village. To provide a conservative analysis, the highest growth rate of 3.91 percent (3.91%) from the *Shoma North Bay Village Traffic Study*, 2020, was applied annually to the existing traffic volumes to develop future 2027 background conditions. Detailed growth calculations are contained in Appendix D.

COMMITTED DEVELOPMENTS

The following projects were identified as committed developments to be included as part of future traffic conditions:

1755 Kennedy Causeway

1819 & 1855 79th Street Kennedy Causeway Mixed-Use Development

Shoma North Bay Village

Committed Development Information is included in Appendix E.

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NOT TO SCALE

Legend

Study Roadway

Study Intersection

XX A.M. Peak Hour Traffic

(XX) P.M. Peak Hour Traffic

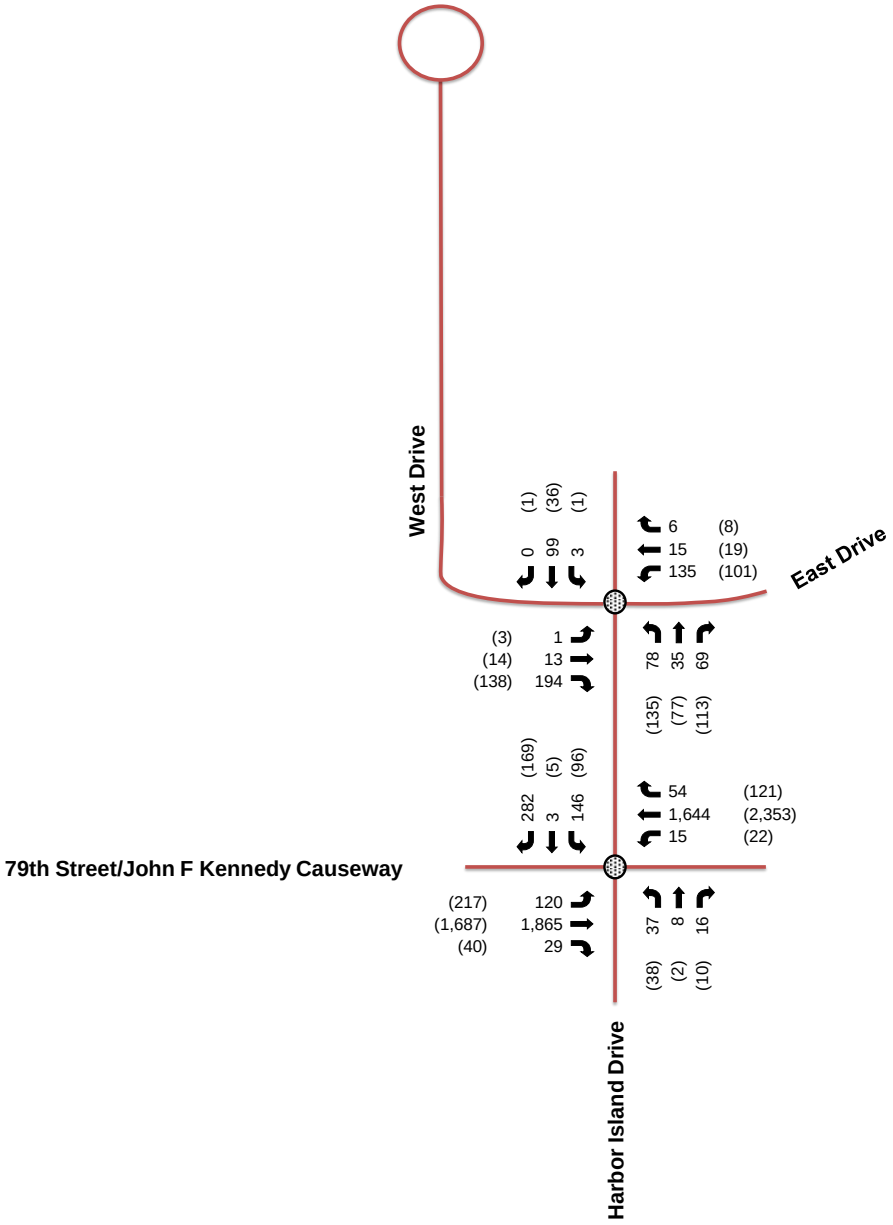

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Figure 3
Future Background Hour Traffic
7940 NBV
North Bay Village, Florida

PROJECT TRAFFIC

Project traffic used in this analysis is defined as the vehicle trips expected to be generated by the project and the distribution and assignment of that traffic over the study roadway network.

EXISTING AND PROPOSED LAND USE

The property proposed for development is currently vacant. The proposed development consists of 70 high-rise multifamily residential units.

PROJECT ACCESS

Access to the proposed development is provided via one (1) full access driveway along the west side of West Drive. Additionally, one (1) loading-only driveway is provided along the west side of West Drive.

TRIP GENERATION

Trip generation calculations for the proposed development were performed using rates and/or equations contained in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition. The trip generation for the proposed development was determined using ITE Land Use Code (LUC) 222 (Multifamily Housing [High-Rise]).

MULTIMODAL REDUCTION

A multimodal (public transit, bicycle, and pedestrian) factor based on US Census *Means of Transportation to Work* data was reviewed for the census tract in the vicinity of the redevelopment. The US Census data indicated that there is a 1.7 percent (1.7%) multimodal factor within the vicinity of the development. It is expected that a portion of residents, guests, employees, and patrons will choose to walk, bike, or use public transit to and from the proposed development. Detailed census information is provided in Appendix G.

One (1) Miami-Dade Transit (MDT) route and the North Bay Village Shuttle operate in close proximity (within ½ mile) to the site during the A.M. and P.M. peak hours.

> Route 79 operates along 79th Street Causeway/John F Kennedy Causeway/SR 934 in the vicinity of the study area with 30-minute headways in the eastbound and westbound directions during the A.M. and P.M. peak hours.

Route 112/L operates along 79th Street Causeway/John F Kennedy Causeway/SR 934 in the vicinity of the study area with 10-minute headways in the eastbound and westbound directions during the A.M. and P.M. peak hours.

The North Bay Village Shuttle operates along 79th Street Causeway/John F Kennedy Causeway/SR 934 within the vicinity of the study area with 60-minute headways in the eastbound and westbound directions during the A.M. and P.M. peak hours.

Detailed route information and headway data is provided in Appendix F.

NET NEW PROJECT TRIPS

As shown in Table 1, the proposed development is expected to generate 33 net new vehicle trips during the A.M. peak hour and 40 net new vehicle trips during the P.M. peak hour. Detailed trip generation information is included in Appendix G.

Table 1: Trip Generation

A.M. Peak Hour (P.M. Peak Hour)

Future Land Use (ITE Code)	Scale	Net New External Trips	Entering Trips	Exiting Trips
Proposed Development				
Multifamily Housing (High-Rise) (222)	70 dwelling units	33 (40)	12 (23)	21 (17)

TRIP DISTRIBUTION AND ASSIGNMENT

The likely distribution of project traffic was forecast for the trips expected to be generated by the proposed development. The trip distribution was based on an interpolated cardinal trip distribution for the project site's traffic analysis zone (TAZ) obtained from the Miami-Dade Transportation Planning Organization's (TPO's) *2045 Long Range Transportation Plan Directional Trip Distribution Report* as well as the project trip distributions included as part of the traffic impact analyses developed by other projects in the vicinity of the project site, as requested by the City. The trip distribution for the anticipated build-out year of 2027 was interpolated from the 2015 and 2045 data. The project is located within TAZ 624.The cardinal trip distribution for TAZ 624 provided in Table 2.

Table 2: Cardinal Trip Distribution	
Cardinal Direction	**Percentage of Trips**
North-Northeast	11.0%
East-Northeast	5.0%
East-Southeast	1.0%
South-Southeast	6.0%
South-Southwest	17.0%
West-Southwest	26.0%
West-Northwest	17.0%
North-Northwest	17.0%
Total	**100.0%**

Figure 4 presents the A.M. and P.M. peak hour net new trip distribution and Figure 5 presents the A.M. and P.M. peak hour net new trip assignment for the proposed development. Detailed cardinal distribution calculations are contained in Appendix H.

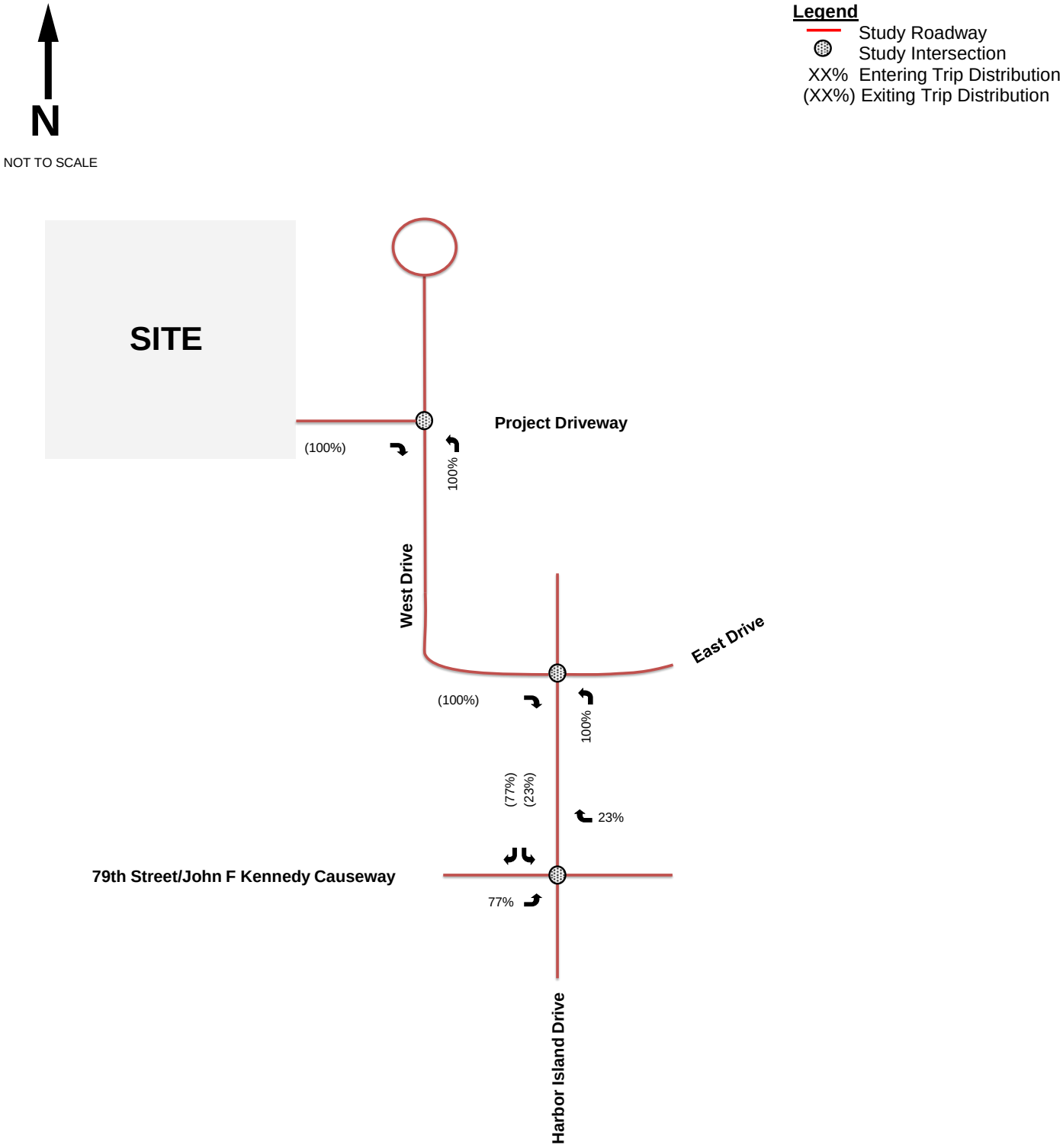

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Figure 4
Peak Hour Project Trip Distribution
7940 NBV
North Bay Village, Florida

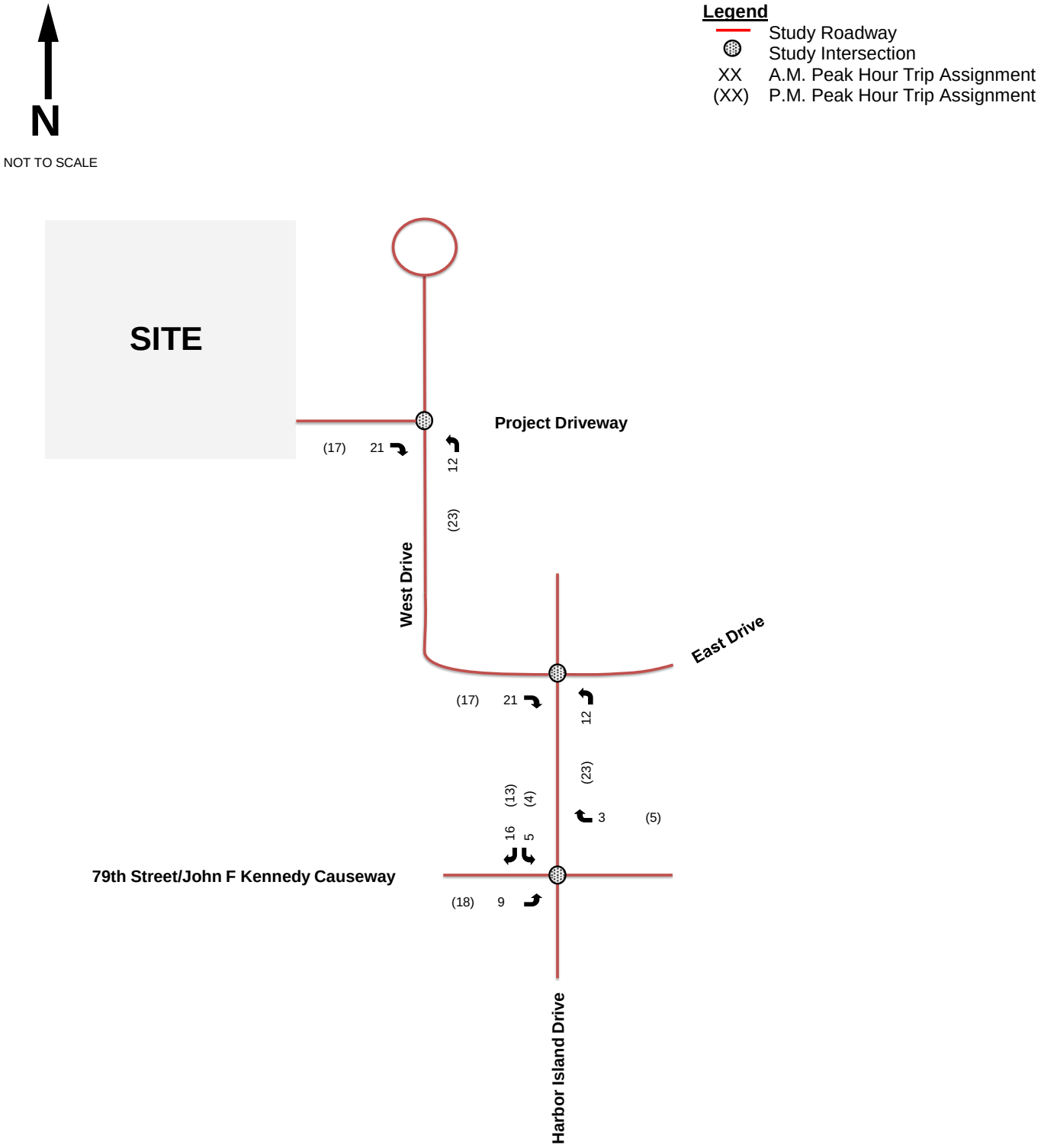

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Figure 5
Peak Hour Project Trip Assignment
7940 NBV
North Bay Village, Florida

FUTURE TOTAL TRAFFIC

Future total traffic conditions are defined as the expected traffic conditions after the opening of the project. Total traffic volumes considered in the analysis for this project are the sum of the background traffic volumes and the expected project traffic volumes. Figure 6 presents the future total turning movement volumes at the study intersections during the weekday A.M. and P.M. peak hours. Volume development worksheets for the study intersections are included in Appendix I.

N

NOT TO SCALE

Legend

- Study Roadway
- Study Intersection
- XX A.M. Peak Hour Traffic
- (XX) P.M. Peak Hour Traffic

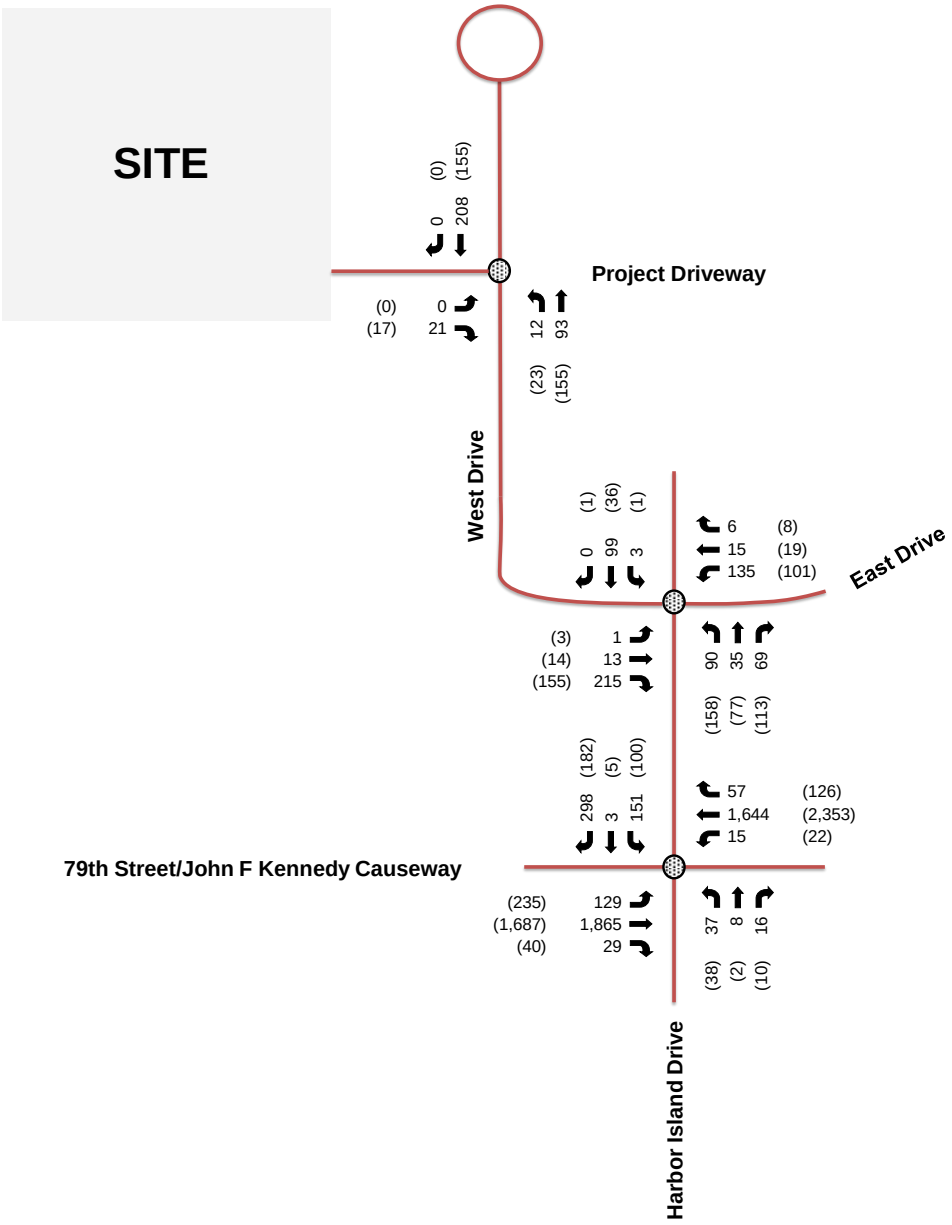

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Figure 6
Future Total Peak Hour Traffic
7940 NBV
North Bay Village, Florida

INTERSECTION CAPACITY ANALYSIS

The study area intersection operating conditions were analyzed for three (3) scenarios (existing conditions, future background conditions, and future total conditions) using Trafficware's *SYNCHRO 11* software, which applies methodologies outlined in the Transportation Research Board's (TRB's) *Highway Capacity Manual* (HCM) 6th Edition. Synchro worksheets for the study intersections are included in Appendix J.

A summary of the intersection analyses for the proposed development during the A.M. and P.M. hours is presented in Table 3. As Table 3 indicates, all study intersections are expected to operate at adopted level of service (LOS) D or better during the A.M. and P.M. peak hours under all analysis scenarios.

Table 3: Peak Hour Intersection Capacity Analysis

Intersection	Traffic Control	Overall LOS/Delay	Approach LOS/Delay			
			EB	WB	NB	SB
Existing Conditions (Future Background Conditions) [Future Total Conditions]						
A.M. Peak Hour						
79th Street Causeway/John F Kennedy Causeway/SR 934 and Harbor Island Drive	Signalized	C/20.9 sec (C/25.6 sec) [C/27.0 sec]	B/14.8 sec (C/20.6 sec) [C/22.0 sec]	B/16.2 sec (C/22.3 sec) [C/24.0 sec]	E/64.2 sec (E/64.3 sec) [E/64.3 sec]	E/57.4 sec (E/56.6 sec) [E/55.9 sec]
West Drive/East Drive and Harbor Island Drive	All-Way Stop Control	A/9.6 sec (B/10.3 sec) [B/10.6 sec]	A/9.7 sec (B/10.6 sec) [B/11.1 sec]	A/10.0 sec (B/10.7 sec) [B/10.8 sec]	A/9.2 sec (A/9.7 sec) [A/10.0 sec]	A/9.7 sec (B/10.4 sec) [B/10.5 sec]
West Drive and Project Driveway	Two-Way Stop Control	(1)	(3) ((3)) [A/9.2 sec]	(3) ((3)) [(3)]	(3) ((3)) [(2)]	(3) ((3)) [(2)]
P.M. Peak Hour						
79th Street Causeway/John F Kennedy Causeway/SR 934 and Harbor Island Drive	Signalized	C/22.8 sec (D/44.8 sec) [D/50.9 sec]	C/22.6 sec (D/49.1 sec) [E/59.0 sec]	B/18.1 sec (D/39.8 sec) [D/43.7 sec]	E/65.0 sec (E/65.0 sec) [E/65.0 sec]	E/57.4 sec (E/56.5 sec) [E/56.3 sec]
West Drive/East Drive and Harbor Island Drive	All-Way Stop Control	A/9.8 sec (B/10.4 sec) [B/11.0 sec]	A/9.5 sec (B/10.1 sec) [B/10.5 sec]	A/9.7 sec (B/10.2 sec) [B/10.5 sec]	A/10.0 sec (B/10.8 sec) [B/11.5 sec]	A/9.1 sec (A/9.4 sec) [A/9.6 sec]
West Drive and Project Driveway	Two-Way Stop Control	(1)	(3) ((3)) [A/9.6 sec]	(3) ((3)) [(3)]	(3) ((3)) [(2)]	(3) ((3)) [(2)]

Notes: (1) Overall intersection LOS is not defined, as intersection operates under stop-control conditions.
(2) Approach operates under free-flow conditions. LOS is not defined.
(3) Approach does not exist.

TURN LANE 95TH PERCENTILE QUEUE ANALYSIS

A queue analysis was performed to determine if the existing turning movements storage lengths at the study intersection can accommodate expected 95th percentile vehicle queue lengths under existing, future background, and future total conditions. The 95th percentile queue lengths were calculated using Trafficware's *SYNCHRO 11* software, which applies methodologies outlined in the TRB's *HCM*, 2000/6th Edition. Synchro worksheets for the study intersections are included in Appendix J. A summary of the 95th percentile queues for eastbound left turn lane, eastbound right turn lane, westbound left turn lane, and westbound right turn lane at the intersection of 79th Street Causeway/John F Kennedy Causeway/SR 934 and Harbor Island Drive and westbound left turn lane at the intersection of West Drive/East Drive and Harbor Island Drive presented in Table 4. The results of the 95th percentile queue analysis indicate that the anticipated future queues are not expected to exceed the provided storage with the exception of the eastbound left-turn movement during the P.M. peak hour under existing, future background, and future total conditions. Note that the project assigns traffic equivalent to approximately 0.2 percent (0.2%) of the overall intersection capacity at 79th Street Causeway/John F Kennedy Causeway/SR 934 and Harbor Island Drive during the P.M. peak hour. As the project contributes less than 5.0 percent (5.0%) of traffic to the overall intersection capacity, the project does not significantly nor adversely impact this intersection. In addition, the project is expected to increase the anticipated future queue by less than one (1) vehicle as compared to future background conditions.

Table 4: 95th Percentile Queue Length Analysis

Intersection	Lane	Storage Provided (ft)	95th Percentile Queue Length (ft) [1]		
			Existing	Future Background	Future Total
A.M. Peak Hour (*P.M. Peak Hour*)					
79th Street Causeway/John F Kennedy Causeway/SR 934 and Harbor Island Drive	EBL	200	71 (239)	98 (276)	113 (300)
	EBR	175	<25 (<25)	<25 (<25)	<25 (<25)
	WBL	200	<25 (<25)	<25 (<25)	<25 (<25)
	WBR	175	<25 (37)	<25 (48)	<25 (52)
West Drive/East Drive and Harbor Island Drive	WBL	70	<25 (<25)	25 (<25)	25 (<25)

Notes: [1] Minimum queue of 25 feet assumed per vehicle.

ROADWAY SEGMENT ANALYSIS

In addition to the intersection capacity analyses, roadway segment analyses were prepared for the A.M. and P.M. peak hours along West Drive consistent with methodologies outlined in FDOT's *2023 Multimodal Quality/Level of Service Handbook*. Roadway segment analyses were conducted for three (3) scenarios: existing, future background conditions, and future total conditions.

DATA COLLECTION

24-hour counts were collected on April 27, 2023 (Thursday) along West Drive, west of Harbor Island Drive.

The maximum peak hour volumes observed during the 24-hour data collection peak periods were used in the analysis. The appropriate FDOT PSCF of 1.00 was applied to the 24-hour traffic counts to adjust the traffic volumes to peak season conditions.

The annual growth rate of 3.91 percent (3.91%) was applied annually to existing traffic data to develop future 2027 background traffic conditions. Roadway segment traffic volume counts can be found in Appendix C.

Tables 5, 6, and 7 provide a summary of the A.M. and P.M. peak hour roadway segment analysis for existing, future background, and future total conditions. The results indicate that the study roadway segments are expected to operate at adopted level of service (LOS) D under all analysis conditions.

Table 5: Existing Conditions Peak Hour Roadway Segment Analysis

Roadway	Segment		Facility Type[1]	Adopted LOS Standard	Existing Raw Volumes		Peak Season Factor	Existing Peak Season Volumes		LOS D Standard Volume[3]	LOS E Standard Volume[3]	Existing LOS	
	From	To			A.M. Peak Hour	P.M. Peak Hour		A.M. Peak Hour	P.M. Peak Hour			A.M. Peak Hour	P.M. Peak Hour
West Drive	West of Harbor Island Drive		2LU[2]	D	253	262	1.00	253	262	900	1,411	D	D

Notes: (1) 2LU - Two-lane undivided.
(2) Based on C5 Context Classification non-state signalzied roadway (10% reduction), two-lane undivided with no exclusive turn lanes (20% reduction).
(3) Based on FDOT's 2023 Multimodal Quality/Level of Service Handbook.

Table 6: Future Background Conditions Peak Hour Roadway Segment Analysis

Roadway	Segment		Facility Type[1]	Adopted LOS Standard	Existing Peak Season Volumes		Growth Rate	Future Background Volumes		LOS D Standard Volume[3]	LOS E Standard Volume[3]	Future Background LOS	
	From	To			A.M. Peak Hour	P.M. Peak Hour		A.M. Peak Hour	P.M. Peak Hour			A.M. Peak Hour	P.M. Peak Hour
West Drive	West of Harbor Island Drive		2LU[2]	D	253	262	3.91%	295	305	900	1,411	D	D

Notes: (1) 2LU - Two-lane undivided.
(2) Based on C5 Context Classification non-state signalzied roadway (10% reduction), two-lane undivided with no exclusive turn lanes (20% reduction).
(3) Based on FDOT's 2023 Multimodal Quality/Level of Service Handbook.

Table 7: Future Total Conditions Peak Hour Roadway Segment Analysis

Roadway	Segment		Facility Type[1]	Adopted LOS Standard	Future Background Volumes		Net New Project Distribution %		Net New Project Assignment		Future Total Volumes		LOS D Standard Volume[3]	LOS E Standard Volume[3]	Future Total LOS	
	From	To			A.M. Peak Hour	P.M. Peak Hour	In	Out	A.M. Peak Hour	P.M. Peak Hour	A.M. Peak Hour	P.M. Peak Hour			A.M. Peak Hour	P.M. Peak Hour
West Drive	West of Harbor Island Drive		2LU[2]	D	295	305	100%	100%	33	40	328	345	900	1,411	D	D

Notes: (1) 2LU - Two-lane undivided.
(2) Based on C5 Context Classification non-state signalzied roadway (10% reduction), two-lane undivided with no exclusive turn lanes (20% reduction).
(3) Based on FDOT's 2023 Multimodal Quality/Level of Service Handbook.

PARKING EVALUATION

As part of the proposed redevelopment, the project will provide 140 parking spaces within the proposed parking garage. Refer to the detailed parking calculations prepared by others contained in Appendix A.

CONCLUSION

7940 NBV Partners, LLC is proposing to develop the property located at 7938-7940 West Drive in North Bay Village, Florida. Currently, the property proposed for development is vacant. The proposed development consists of 70 high-rise multifamily residential units. The project is expected to be completed by year 2027.

Access to the proposed development is provided via one (1) full access driveway along the west side of West Drive. Additionally, one (1) loading-only driveway is provided along the west side of West Drive.

Trip generation for the proposed development was calculated using rates and/or equations contained in ITE's *Trip Generation Manual*, 11th Edition. The project is expected to generate 33 net new weekday A.M. peak hour trips and 40 net new weekday P.M. peak hour trips.

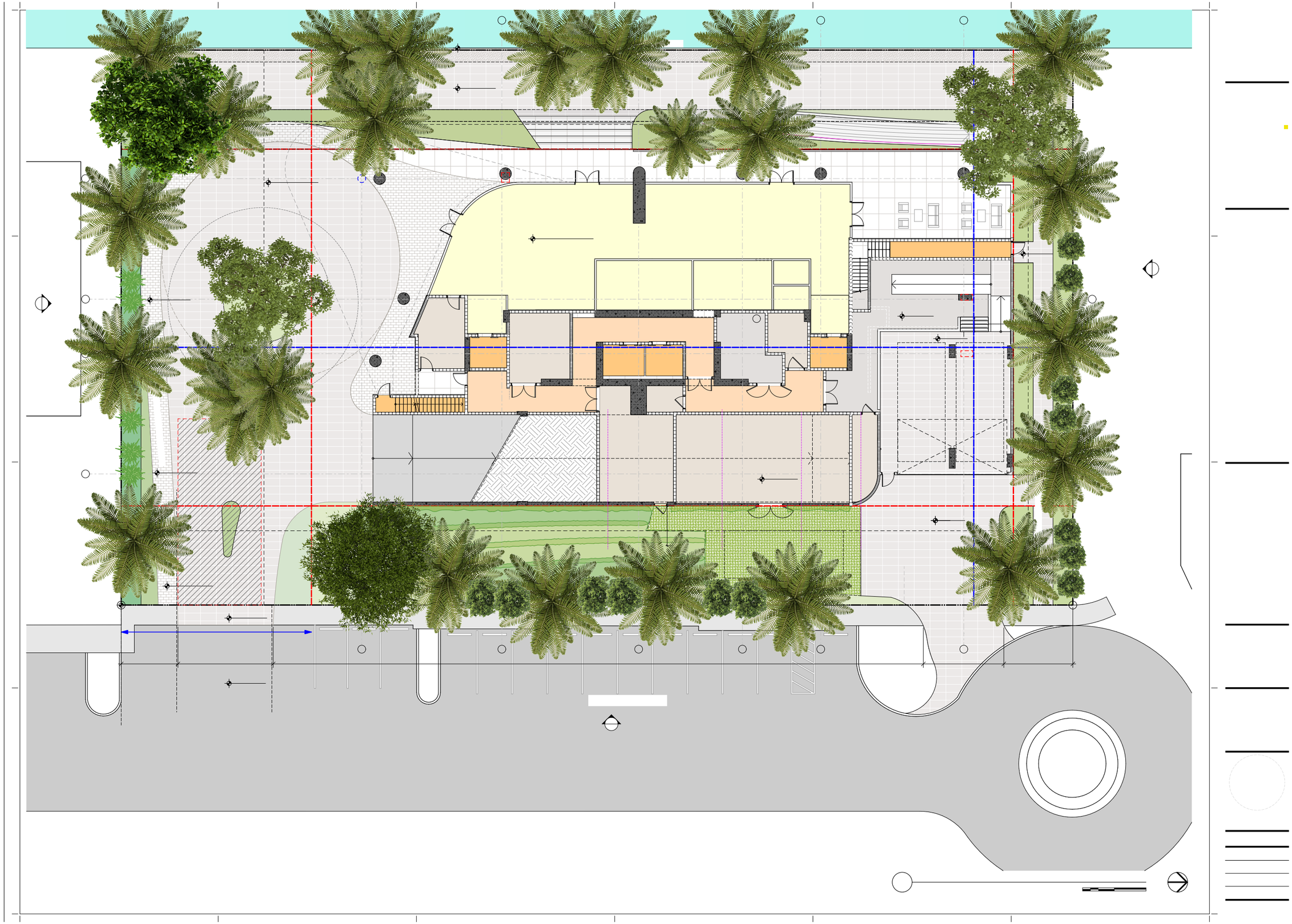
The results of the intersection capacity analysis of the proposed development indicate that all study intersections are expected to operate at adopted level of service (LOS) D or better during the A.M. and P.M. peak hours under all analysis scenarios.

Additionally, the results of the 95th percentile queue analysis indicate that the anticipated future queues are not expected to exceed the provided storage with the exception of the eastbound left-turn movement at the intersection of 79th Street Causeway/John F Kennedy Causeway/SR 934 and Harbor Island Drive during the P.M. peak hour under existing, future background, and future total conditions. Note that the project assigns traffic equivalent to approximately 0.2 percent (0.2%) of the overall intersection capacity at 79th Street Causeway/John F Kennedy Causeway/SR 934 and Harbor Island Drive during the P.M. peak hour. As the project contributes less than 5.0 percent (5.0%) of traffic to the overall intersection capacity, the project does not significantly nor adversely impact this intersection. In addition, the project is expected to increase the anticipated future queue by less than one (1) vehicle as compared to future background conditions.

The results of the roadway segment analysis indicate that the study roadway segments are expected to operate at adopted LOS D under all analysis conditions.

Appendix A

Conceptual Site Plan



Appendix B

Methodology Correspondence

Hussaini, Danish

From: Silvia Vargas <SVargas@cgasolutions.com>
Sent: Wednesday, May 10, 2023 11:38 AM
To: Peter Kaisary
Cc: Pierina Sanchez Kong; Dorman, Cory; Hussaini, Danish; Marielena Guedez; Barbara Pederzoli
Subject: RE: 7940 West Drive, North Bay Village- Traffic Study

Some people who received this message don't often get email from svargas@cgasolutions.com. Learn why this is important

Yes, you may proceed. I'll try to send you links to the other project studies later today.

Thanks,

Silvia E. Vargas, FAICP
Principal Planner

AICP FELLOW

To help protect your privacy, Microsoft Office prevented automatic download of this picture from the Internet.
Calvin, Giordano & Associates, Inc.

Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
2103 Coral Way, Suite 810 | Miami, FL 33145 |Office: 786.485.5200 | Direct: 786.485.5197 | Fax: 786.485.1520

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

---

From: Peter Kaisary <peter@fortisdesign.build>
Sent: Wednesday, May 10, 2023 11:36 AM
To: Silvia Vargas <SVargas@cgasolutions.com>
Cc: Pierina Sanchez Kong <pierina@fortisdesign.build>; Dorman, Cory <cory.dorman@kimley-horn.com>; Hussaini, Danish <Danish.Hussaini@kimley-horn.com>; Marielena Guedez <mguedez@revuelta.com>; Barbara Pederzoli <bpederzoli@revuelta.com>
Subject: RE: 7940 West Drive, North Bay Village- Traffic Study

Hi Silvia,

Just following up on my email from Monday. Can you confirm we are good to proceed with the traffic study?

Thank you,

Peter

PETER KAISARY, MRICS
SENIOR DEVELOPMENT MANAGER

peter@fortisdesign.build
PH: 912.398.1775
2601 NE 2nd Ave
MIAMI, FL 33137
fortisdesign.build

From: Peter Kaisary
Sent: Monday, May 8, 2023 10:28 AM
To: Silvia Vargas <SVargas@cgasolutions.com>
Cc: Pierina Sanchez Kong <pierina@fortisdesign.build>; Dorman, Cory <cory.dorman@kimley-horn.com>; Hussaini, Danish <Danish.Hussaini@kimley-horn.com>; Marielena Guedez <mguedez@revuelta.com>; Barbara Pederzoli <bpederzoli@revuelta.com>
Subject: RE: 7940 West Drive, North Bay Village- Traffic Study

Hi Silvia,

Thank you for the prompt response.

As there appear to be no additional comments on the methodology can you please issue a formal approval or notice to proceed with the study?

Thank you,

Peter

PETER KAISARY, MRICS
SENIOR DEVELOPMENT MANAGER

peter@fortisdesign.build
PH: 912.398.1775
2601 NE 2nd Ave
MIAMI, FL 33137
fortisdesign.build

From: Silvia Vargas <SVargas@cgasolutions.com>
Sent: Sunday, May 7, 2023 9:02 PM
To: Peter Kaisary <peter@fortisdesign.build>
Cc: Pierina Sanchez Kong <pierina@fortisdesign.build>; Dorman, Cory <cory.dorman@kimley-horn.com>; Hussaini, Danish <Danish.Hussaini@kimley-horn.com>; Marielena Guedez <mguedez@revuelta.com>; Barbara Pederzoli <bpederzoli@revuelta.com>
Subject: RE: 7940 West Drive, North Bay Village- Traffic Study

Good morning,
Please find attached a memo summarizing the review and response from our Traffic Engineer.
Feel free to let us know if you have any questions or concerns about this.

Please note: In the next couple of days, I will be forwarding to you several traffic studies that have been reviewed and accepted by the Village in the last two years. Regrettably, none of these have been conducted in relation to projects located on Harbor Island of the same scope.

Best,

Silvia E. Vargas, FAICP
Principal Planner

Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
2103 Coral Way, Suite 810 | Miami, FL 33145 |Office: 786.485.5200 | Direct: 786.485.5197 | Fax: 786.485.1520

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Peter Kaisary <peter@fortisdesign.build>
Sent: Saturday, April 29, 2023 2:30 PM
To: Silvia Vargas <SVargas@cgasolutions.com>
Cc: Pierina Sanchez Kong <pierina@fortisdesign.build>; Dorman, Cory <cory.dorman@kimley-horn.com>; Hussaini, Danish <Danish.Hussaini@kimley-horn.com>; Marielena Guedez <mguedez@revuelta.com>; Barbara Pederzoli <bpederzoli@revuelta.com>
Subject: RE: 7940 West Drive, North Bay Village- Traffic Study

Hi Silvia,

Please find attached the response from our traffic engineer to methodology comments received on 4/11.

Please confirm receipt and let me know if you have any questions.

Thank you,

Peter

PETER KAISARY, MRICS
SENIOR DEVELOPMENT MANAGER

peter@fortisdesign.build
PH: 912.398.1775
2601 NE 2nd Ave
MIAMI, FL 33137
fortisdesign.build

From: Silvia Vargas <SVargas@cgasolutions.com>
Sent: Tuesday, April 11, 2023 3:25 PM
To: Peter Kaisary <peter@fortisdesign.build>
Cc: Pierina Sanchez Kong <pierina@fortisdesign.build>; Dorman, Cory <cory.dorman@kimley-horn.com>; Hussaini, Danish <Danish.Hussaini@kimley-horn.com>
Subject: RE: 7940 West Drive, North Bay Village- Traffic Study

Good afternoon, Peter,

Our reviewer's comments on the proposed traffic study methodology are attached.
Please feel free to let me know if you have any questions or concerns.

Best,

Silvia E. Vargas, FAICP
Principal Planner

Calvin, Giordano & Associates, Inc. - a SAFEbuilt Company
2103 Coral Way, Suite 810 | Miami, FL 33145 |Office: 786.485.5200 | Direct: 786.485.5197 | Fax: 786.485.1520

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

From: Peter Kaisary <peter@fortisdesign.build>
Sent: Tuesday, March 28, 2023 10:45 AM
To: Silvia Vargas <SVargas@cgasolutions.com>
Cc: Pierina Sanchez Kong <pierina@fortisdesign.build>; Dorman, Cory <cory.dorman@kimley-horn.com>; Hussaini, Danish <Danish.Hussaini@kimley-horn.com>
Subject: RE: 7940 West Drive, North Bay Village- Traffic Study

Hi Silvia,

Please find attached the proposed traffic study methodology for the project. I have copied in Cory from Kimley Horn who prepared the study.

Please let us know if you have any comments and confirm when the methodology is approved.

Thank you,

Peter

PETER KAISARY, MRICS
SENIOR DEVELOPMENT MANAGER

peter@fortisdesign.build
PH: 912.398.1775
2601 NE 2nd Ave
MIAMI, FL 33137
fortisdesign.build

From: Silvia Vargas <SVargas@cgasolutions.com>
Sent: Monday, March 6, 2023 9:47 PM
To: Peter Kaisary <peter@fortisdesign.build>
Cc: Pierina Sanchez Kong <pierina@fortisdesign.build>
Subject: Re: 7940 West Drive, North Bay Village- Traffic Study

You can send the methodology to me. CGA's Traffic and Transportation Engineering staff will review it and get back to you.

Silvia E. Vargas, FAICP
Principal Planner
Calvin, Giordano & Associates

Get Outlook for iOS

From: Peter Kaisary <peter@fortisdesign.build>
Sent: Monday, March 6, 2023 5:50:33 PM
To: Silvia Vargas <SVargas@cgasolutions.com>
Cc: Pierina Sanchez Kong <pierina@fortisdesign.build>
Subject: 7940 West Drive, North Bay Village- Traffic Study

Hi Silvia,

I hope you are doing well.

We have hired Kimley Horn as our traffic consultants for the project and I wanted to reach out to you to confirm who we need to propose and confirm the traffic study methodology with, in relation to the Site Plan Application process.

We look forward to hearing from you.

Thank you,

Peter

PETER KAISARY, MRICS
SENIOR DEVELOPMENT MANAGER

peter@fortisdesign.build
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☐ **West Palm Beach Office** · 560 Village Boulevard · Suite 340 · West Palm Beach, FL 33409 · 561.684.6161(p) · 561.684.6360(f)

Memorandum

Date:	May 4, 2023
To:	**Silvia E. Vargas, FAICP** Principal Planner / Calvin Giordano & Associates
From:	Salman A Rathore, PE
Subject:	NBV - 7940 NBV Residential TIS Methodology Consultant Responses to Comments Review
Project:	CGA 226068
CC:	

The following are comments based on the Traffic Study Methodology responses prepared by Kimley Horn dated April 29, 2023:

1. **Site Description** – The development size used in the Trip Generation table should match the proposed Site Plan when it is submitted.

   KHA Response (Dated April 29, 2023) - Comment noted.

   CGA Response (Dated May 4, 2023) – No further comments.

2. **Multimodal / Internal Capture Adjustment –** The proposed development is a residential project and as such a 1.7% reduction in trips attributable to non-motorized travel is not a reduction used in TISs as a standard practice. *Please do not apply this reduction*.

   KHA Response (Dated April 29, 2023) - Please note that it is standard practice as part of traffic impact analyses for a multimodal factor to be applied to residential land uses. This standard practice is consistent with traffic impact analyses submitted to the City of Miami, Miami-Dade County, City of North Bay Village, and other municipalities. The reduction was applied to remain consistent with the standard practice. Please note that the proposed multimodal reduction of 1.7 percent (1.7%) results in a reduction of one (1) vehicle trip during the A.M. and P.M. peak hours.

   CGA Response (Dated May 4, 2023) – Multimodal factor is based on Census Tract which covers a large area of the Village whereas traffic study development represents a small area with its own travel characteristics. Residential development does not have an internal capture.

   Although we do not agree with your point of view, the Village will accept your application of a 1.7% trip reduction for this multifamily residential project. In the case of a mixed-use development, the Village will only accept internal capture and pass-by trip reductions (if allowed by ITE).

3. **TMCs** – Traffic counts will be collected between Tuesday through Thursday for typical AM & PM Peak hours for the study area when schools are in session.

   KHA Response (Dated April 29, 2023) - The traffic study methodology was updated to indicate that traffic counts will be collected when schools are in session. The updated traffic study methodology is included in Attachment A-1.

   CGA Response (Dated May 4, 2023) – No further comments.

4. **Roadway Segment Analysis** – Analyze roadway segment of West Drive, west of Harbor Island Drive in each direction.

   KHA Response (Dated April 29, 2023) - Comment noted. The traffic study methodology was updated to indicate that the roadway segment data will be collected bi-directionally. The updated traffic study methodology is included in Attachment A-1.

   CGA Response (Dated May 4, 2023) – No further comments.

5. **Trip Distribution & Assignment** – This should be similar to the trip distribution / assignment pattern used in nearby TISs completed in the last 6-12 months specially for the traffic entering and leaving to / from 79th Street / John F Kennedy Causeway (SR 934).

   KHA Response (Dated April 29, 2023) - City of North Bay Village staff will need to identify and provide the referenced studies to review. The traffic study methodology was updated to indicate that the trip distribution and assignment of the referenced studies will be reviewed and compared along with the cardinal distribution provided in Attachment C of the traffic study methodology in order to determine the appropriate trip distribution for the proposed development. The updated traffic study methodology is included in Attachment A-1.

   CGA Response (Dated May 4, 2023) – Noted. The Village staff will provide recently approved TISs under separate cover.

6. **Committed Development** All committed developments trips within the study area shall be included.

   KHA Response (Dated April 29, 2023) - As stated in the traffic study methodology, the City will identify committed developments to include in background conditions. Please provide the corresponding approved traffic studies for any identified committed developments.

   CGA Response (Dated May 4, 2023) – Noted. The Village staff will provide recently approved TISs under separate cover.

7. **Background Growth** – Compare the proposed growth rate with other TISs completed in the last 6-12 months and use the higher number for calculating future total traffic.

   KHA Response (Dated April 29, 2023) - City of North Bay Village staff will need to identify and provide the referenced studies to review. The traffic study methodology was updated to indicate that the growth rate of the referenced studies will be reviewed and compared along with the historical growth trends at nearby Florida Department of Transportation (FDOT) traffic count stations and the Florida Standard Urban Transportation Model Structure (FSUTMS) Southeast Regional Planning Model (SERPM) projected 2015 and 2045 model network volumes in order to determine the appropriate background growth rate for the proposed development. The updated traffic study methodology is included in Attachment A-1.

   CGA Response (Dated May 4, 2023) – Noted. The Village staff will provide recently approved TISs under separate cover.

8. Traffic circulation will be evaluated in the traffic study, including its impact on the surrounding street system and adjacent driveways.

   KHA Response (Dated April 29, 2023) - Comment noted.

   CGA Response (Dated May 4, 2023) – No further comments.

9. **Synchro Analysis** – Include 95th percentile queue lengths for each intersection and compare it with available storage length. Provide mitigation if required.

KHA Response (Dated April 29, 2023) - Comment noted. The traffic study methodology was updated to include a 95th percentile queuing analysis. The updated traffic study methodology is included in Attachment A-1.

CGA Response (Dated May 4, 2023) – No further comments.

10. Provide auto turn analysis showing a clear drive path for the proposed garbage and delivery trucks. On the site plan show locations in bold color where the delivery and garbage trucks will be parked.

    KHA Response (Dated April 29, 2023) - Comment noted. The traffic study methodology was updated to include a maneuverability analysis for the proposed loading area. The updated traffic study methodology is included in Attachment A-1.

    CGA Response (Dated May 4, 2023) – No further comments.

11. Provide auto turn analysis for vehicles entering and exiting parking levels as well as for vehicles entering and exiting parking spaces for each floor.

    KHA Response (Dated April 29, 2023) - Comment noted. The traffic study methodology was updated to include a maneuverability analysis for each parking level. However, please note that a maneuverability analysis will not be provided for vehicles entering and exiting parking spaces. Maneuverability analyses utilize American Association of State Highway Transportation Officials (AASHTO) design vehicles for the purposes of evaluating vehicle circulation through the proposed parking garage and drive aisles. The maneuverability analysis is not intended to evaluate the accessibility or size of parking spaces. Parking space dimensions are determined based on the North Bay Village Unified Land Development Code which requires that the length for standard parking stalls be 18 feet. Note that the AASHTO passenger (P) vehicles are 19 feet in length. Therefore, it would be inappropriate to evaluate the accessibility and size of standard parking stalls as part of the maneuverability analysis. The updated traffic study methodology is included in Attachment A-1.

    CGA Response (Dated May 4, 2023) – No further comments.

12. What time do the delivery and garbage trucks provide service? Ensure that delivery and garbage truck operating timings do not overlap with the project peak hour traffic.

    KHA Response (Dated April 29, 2023) - Comment noted. Coordination with the City and project team is on-going. The delivery and trash collection hours of operation will be provided as part of the submitted traffic impact analysis.

    CGA Response (Dated May 4, 2023) – No further comments.

13. How many parking spaces are provided? Include calculation of required parking spaces in a table and number / highlight the required spaces clearly on the site plan.

    KHA Response (Dated April 29, 2023) - Approximately 140 parking spaces will be provided by the proposed development. Please note that parking calculations prepared by others will be included as part of the submitted traffic impact analysis. The traffic study methodology was updated to include a parking evaluation and is contained in Attachment A-1.

    CGA Response (Dated May 4, 2023) – No further comments.

14. Once the TIS is submitted it will be reviewed and further comments will be provided as needed.

    CGA Response (Dated May 4, 2023) – No further comments.

Kimley»Horn

MEMORANDUM

To: Silvia E. Vargas, FAICP
North Bay Village/Calvin, Giordano & Associates, Inc.

CC: Salman A. Rathore, P.E.
Calvin, Giordano & Associates, Inc.

From: Cory D. Dorman, P.E., PTOE
Danish Hussaini, E.I.

Date: April 29, 2023

Subject: CGA 226068 7940 North Bay Village
Response to Traffic Study Methodology Comments

We have received comments provided by Calvin Giordano & Associates, Inc. on behalf of North Bay Village received on April 11, 2023. We offer the following responses to the traffic study methodology comments:

TRAFFIC STUDY METHODOLOGY REVIEW COMMENTS

1. **Site Description** – The development size used in the Trip Generation table should match the proposed Site Plan when it is submitted.

   Response: Comment noted.

2. **Multimodal / Internal Capture Adjustment** – The proposed development is a residential project and as such a 1.7% reduction in trips attributable to non-motorized travel is not a reduction used in TISs as a standard practice. Please do not apply this reduction.

   Response: Please note that it is standard practice as part of traffic impact analyses for a multimodal factor to be applied to residential land uses. This standard practice is consistent with traffic impact analyses submitted to the City of Miami, Miami-Dade County, City of North Bay Village, and other municipalities. The reduction was applied to remain consistent with the standard practice. Please note that the proposed multimodal reduction of 1.7 percent (1.7%) results in a reduction of one (1) vehicle trip during the A.M. and P.M. peak hours.

3. **TMCs** – Traffic counts will be collected between Tuesday through Thursday for typical AM & PM Peak hours for the study area when schools are in session.

   Response: Comment noted. The traffic study methodology was updated to indicate that traffic counts will be collected when schools are in session. The updated traffic study methodology is included in Attachment A-1.

4. **Roadway Segment Analysis** – Analyze roadway segment of West Drive, west of Harbor Island Drive in each direction.

   Response: Comment noted. The traffic study methodology was updated to indicate that the roadway segment data will be collected bi-directionally. The updated traffic study methodology is included in Attachment A-1.

5. **Trip Distribution & Assignment** – This should be similar to the trip distribution / assignment pattern used in nearby TISs completed in the last 6-12 months specially for the traffic entering and leaving to / from 79th Street / John F Kennedy Causeway (SR 934).

   Response: City of North Bay Village staff will need to identify and provide the referenced studies to review. The traffic study methodology was updated to indicate that the trip distribution and assignment of the referenced studies will be reviewed and compared along with the cardinal distribution provided in Attachment C of the traffic study methodology in order to determine the appropriate trip distribution for the proposed development. The updated traffic study methodology is included in Attachment A-1.

6. **Committed Development** – All committed developments trips within the study area shall be included.

   Response: As stated in the traffic study methodology, the City will identify committed developments to include in background conditions. Please provide the corresponding approved traffic studies for any identified committed developments.

7. **Background Growth** – Compare the proposed growth rate with other TISs completed in the last 6-12 months and use the higher number for calculating future total traffic.

   Response: City of North Bay Village staff will need to identify and provide the referenced studies to review. The traffic study methodology was updated to indicate that the growth rate of the referenced studies will be reviewed and compared along with the historical growth trends at nearby Florida Department of Transportation (FDOT) traffic count stations and the Florida Standard Urban Transportation Model Structure (FSUTMS) Southeast Regional Planning Model (SERPM) projected 2015 and 2045 model network volumes in order to determine the appropriate background growth rate for the proposed development. The updated traffic study methodology is included in Attachment A-1.

8. Traffic circulation will be evaluated in the traffic study, including its impact on the surrounding street system and adjacent driveways.

   Response: Comment noted.

9. **Synchro Analysis** – Include 95th percentile queue lengths for each intersection and compare it with available storage length. Provide mitigation if required.

   Response: Comment noted. The traffic study methodology was updated to include a 95th percentile queuing analysis. The updated traffic study methodology is included in Attachment A-1.

10. Provide auto turn analysis showing a clear drive path for the proposed garbage and delivery trucks. On the site plan show locations in bold color where the delivery and garbage trucks will be parked.

    Response: Comment noted. The traffic study methodology was updated to include a maneuverability analysis for the proposed loading area. The updated traffic study methodology is included in Attachment A-1.

11. Provide auto turn analysis for vehicles entering and exiting parking levels as well as for vehicles entering and exiting parking spaces for each floor.

    Response: Comment noted. The traffic study methodology was updated to include a maneuverability analysis for each parking level. However, please note that a maneuverability analysis will not be provided for vehicles entering and exiting parking spaces. Maneuverability analyses utilize American Association of State Highway Transportation Officials (AASHTO) design vehicles for the purposes of evaluating vehicle circulation through the proposed parking garage and drive aisles. The maneuverability analysis is not intended to evaluate the accessibility or size of parking spaces. Parking space dimensions are determined based on the North Bay Village Unified Land Development Code which requires that the length for standard parking stalls be 18 feet. Note that the AASHTO passenger (P) vehicles are 19 feet in length. Therefore, it would be inappropriate to evaluate the accessibility and size of standard parking stalls as part of the maneuverability analysis. The updated traffic study methodology is included in Attachment A-1.

12. What time do the delivery and garbage trucks provide service? Ensure that delivery and garbage truck operating timings do not overlap with the project peak hour traffic.

    Response: Comment noted. Coordination with the City and project team is on-going. The delivery and trash collection hours of operation will be provided as part of the submitted traffic impact analysis.

13. How many parking spaces are provided? Include calculation of required parking spaces in a table and number / highlight the required spaces clearly on the site.

    Response: Approximately 140 parking spaces will be provided by the proposed development. Please note that parking calculations prepared by others will be included as part of the submitted traffic impact analysis. The traffic study methodology was updated to include a parking evaluation and is contained in Attachment A-1.

14. Once the TIS is submitted it will be reviewed and further comments will be provided as needed.

    Response: Comment noted.

We trust that these responses adequately address the comments provided. Please contact us if you have any questions.

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Attachment A-1
Updated Traffic Study Methodology

Kimley»Horn

MEMORANDUM

To: Silvia E. Vargas, FAICP
City of North Bay Village

From: Cory D. Dorman, P.E., PTOE

Date: April 29, 2023

Subject: 7940 North Bay Village
Traffic Study Methodology

The purpose of this memorandum is to summarize the traffic study methodology for the 7940 North Bay Village development. The property proposed for development is located at 7938-7940 West Drive in North Bay Village, Florida. Currently, the site proposed for development is vacant. The proposed development consists of 70 high-rise residential units. A project location map and conceptual site plan are provided in Attachment A. The following sections summarize our proposed methodology.

TRIP GENERATION

Trip generation calculations for the proposed development were performed using the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition. The trip generation for the proposed land uses was determined using ITE Land Use Codes (LUC) 222 (Multifamily Housing [High- Rise]).

A multimodal (public transit, bicycle, and pedestrian) factor based on US Census *Means of Transportation* to Work data was reviewed for the census tract in which the development is located. A multimodal factor of 1.7 percent (1.7%) was determined for the proposed development. It is expected that a portion of residents, guests, and/or employees will choose to walk, bike, or use public transit to and from the proposed development. Transit route information will be documented in the traffic impact analysis report.

The project is expected to generate 33 weekday A.M. peak hour trips and 40 weekday P.M. peak hour trips. Trip generation calculations may be revised based on revisions to the development program or site plan modifications. Detailed trip generation calculations and US Census data are included in Attachment B.

STUDY AREA

Based on the proposed development plan, the following intersections in addition to the project driveways are proposed to be analyzed:

- 79th Street Causeway/John F Kennedy Causeway and Harbor Island Drive
- Harbor Island Drive and West Drive/East Drive

Additionally, the roadway segment of West Drive, west of Harbor Island Drive is proposed to be analyzed in each direction.

DATA COLLECTION

Turning movement counts will be collected at all identified study intersections on a typical weekday (Tuesday, Wednesday, or Thursday) during the A.M. (7:00 A.M. to 9:00 A.M.) and P.M. (4:00 P.M. to 6:00 P.M.) peak period while school is in session. Furthermore, a 72-hour, bi-directional roadway segment count will be collected on a typical Tuesday through Thursday along West Drive, west of Harbor Island Drive while school is in session. All traffic counts will be adjusted to peak season conditions using the appropriate FDOT peak season category factors. All traffic data will be collected in 15-minute intervals during the two (2) peak periods. Turning movement counts will also include pedestrians and bicyclists.

Signal timing information will be obtained from Miami-Dade County Department of Transportation and Public Works – Traffic Signals and Signs Division. All traffic data collected will be provided in the Appendix of the traffic impact analysis report.

TRIP DISTRIBUTION

Trip distribution will be determined based on turning movements counts collected at the study area intersections, previously approved traffic impact analyses provided by the City of North Bay Village, and on an interpolated cardinal trip distribution for the project site's traffic analysis zones (TAZs) obtained from the Miami-Dade Transportation Planning Organization's (TPO) *2045 Cost Feasible Plan* travel demand model 2015 and 2045 data. The trip distribution for the anticipated build-out year of 2027 was interpolated from the 2015 and 2045 data. The project is located within TAZ 624. The detailed cardinal distribution is provided in Attachment C.

BACKGROUND GROWTH RATE/MAJOR COMMITTED DEVELOPMENT

A background growth rate will be calculated based on historic growth trends at nearby Florida Department of Transportation (FDOT) traffic count stations. Additionally, growth rates based on the Florida Standard Urban Transportation Model Structure (FSUTMS) Southeast Regional Planning Model (SERPM) projected 2015 and 2045 model network volumes will be examined. The higher of the two (2) growth rates will be compared to the background growth rates contained in previously approved traffic impact analyses provided by the City of North Bay Village. Documentation will be provided in the Appendix of the traffic impact study.

The Village's review of this document will determine any committed projects to include in background conditions. The Village will provide the corresponding approved traffic study for any committed projects identified.

CAPACITY ANALYSIS

Capacity analyses will be conducted for the A.M. and P.M. peak hours at the study intersections and study roadway segment. Intersection capacity analyses will be performed using *Synchro* traffic engineering analysis software which applies the Transportation Research Board's (TRB's), *Highway Capacity Manual* (HCM) 2000 and 6th Edition methodologies. The roadway segment capacity analysis will be performed using FDOT's *2023 Multimodal Quality/Level of Service Handbook*. Capacity analyses will be conducted for three (3) scenarios: existing, future build-out without project (future background conditions), and future build-out with project (future total conditions). If intersection capacity deficiencies created by the development are identified, strategies may be developed to attain adopted levels of service. A build-out year of 2027 will be used in the analysis.

The following figures will be included for the study intersections:

- Existing conditions
- Future background traffic conditions (with growth rate and committed development traffic)
- Trip distribution
- Trip assignment
- Future total traffic conditions (with project)

95TH PERCENTILE QUEUE ANALYSIS

A queue analysis will be performed to determine if the existing storage lengths for exclusive turn lanes at study area intersections can accommodate expected 95th percentile vehicle queue lengths under existing, future background, and future total conditions. The 95th percentile queue lengths will be calculated using Trafficware's *SYNCHRO 11* software, which applies methodologies outlined in the TRB's HCM, 2000/6th Edition.

PARKING EVALUATION

A summary of the proposed parking supply will be prepared and included as part of the traffic impact analysis based on parking calculations prepared by others.

DOCUMENTATION

The results of the traffic analysis will be summarized in a report. The report will include supporting documents including signal timings, lane geometry, and software output sheets. The report will also include text and graphics necessary to summarize the assumptions and analysis.

MANEUVERABILITY ANALYSIS

A maneuverability analysis for the vehicle circulation areas within the site, the proposed parking garage, and proposed loading areas will be performed utilizing Transoft Solutions' *AutoTURN* software. The analysis summarizing site maneuverability and traffic flow will be documented in a technical memorandum.

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Attachment A

Project Location Map and Conceptual Site Plan



Kimley»Horn

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Figure 1
Location Map
7940 NBV
North Bay Village, Fl

BISCAYNE BAY

PROPERTY LINE 240.00'

3 FT SAFETY ZONE

12 FT CIRCULATION ZONE

3 FT PASSIVE ZONE

7 FT TRANSITION ZONE

REAR SETBACK 25 FEET

SHORELINE SETBACK UP '

SHORELINE MAXIMUM SET (VARIANCE REQUIRED)

+7'-6"

+10'-0"

+10'-0"

+10'-0"

DOWN

5.00 %

LOBBY/AMENITY
A: 3,536 SF

RECEPTION

STAIR 1
A: 139 SF

LOBBY
A: 97 SF

P1
A: 94 SF

BOH/OFFICE/SECURITY
A: 459 SF

RRMS
A: 168 SF

LOBBY
A: 103 SF

P1
A: 94 SF

T. VAULT
A: 1,163 SF

MAIL ROOM /PARCEL
A: 824 SF

IT
A: 115 SF

TRASH ROOM
A: 192 SF

SERV. ELEV.1

SERV. ELEV. 2

SERV. LOBBY

FIRE COMM. CTR
A: 257 SF

FIRE PUMPS
A: 393 SF

D. PUMPS
A: 207 SF

STAIR 1
A: 119 SF

SERV. CORRIDOR
A: 793 SF

LOADING SPACE

LOADING SPACE

LOADING SPACE

ENGINEERING/STORAGE
A: 378 SF

EM. GEN.
A: 491 SF

10.00 %

19.83 %

PROPERTY LINE 140.00'

140.00' PROPERTY LINE

SIDE SETBACK 20% OF LOT WIDTH - 48 FEET

SIDE SETBACK 15 FEET

ALLOWABLE ENCROACHMENT BALCONY 25% OF REQUIRED SETBACK

ALLOWABLE ENCROACHMENT BALCONY 25% OF REQUIRED SETBACK

LANDSCAPE BUFFER

LANDSCAPE BUFFER

ACCESS EASEMENT

FRONT SETBACK 25 FEET

PROPERTY LINE 240.00'

+7'-6" N.G.V.D.

+7'-6"

+7'-3"

+7'-0"

SHORELINE VIEW CORRIDOR
20% OF LOT WIDTH
ONE SIDE OF THE PROPERTY

SHORE LINE SIDE SETBACK= 25 FEET (VARIANCE REQUIRED)

WEST DRIVE

1 BUILDING FLOOR PLAN
LOBBY
SCALE: 1/8" = 1'-0"
+0'-0" N.G.V.D.

0 4' 8' 16'

N

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File: G:\Drawings\21\4_NORTH BAY VILLAGE\2114_STUDIES\2114_Retail 114_STUDIES\2114_7940 WEST DRIVE_NORTH BAY VILLAGE.pln on top and bottom - By bsanchez - Date: 3/7/2022

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Project

7940 NORTH BAY VILLAGE
NORHT BAY VILLAGE
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

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

Date
11/14/2022

Scale
AS SHOWN

Project No.
2114

Sheet Name
GROUND FLOOR

Sheet No.
A-101

Attachment B

Trip Generation Calculations

PROPOSED WEEKDAY AM PEAK HOUR TRIP GENERATION

		ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
							Percent																			
		Land Use	ITE Edition	ITE Code	Scale	ITE Units	In	Out	In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total
GROUP 1	1	Multifamily Housing (High-Rise)	11	222	70	du	34%	66%	12	22	34	1.7%	1	12	21	33	0.0%	0	12	21	33	0.0%	0	12	21	33
	2																									
	3																									
	4																									
	5																									
	6																									
	7																									
	8																									
	9																									
	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
		ITE Land Use Code		Rate or Equation				**Total:**	12	22	34	1.7%	1	12	21	33	0.0%	0	12	21	33	0.0%	0	12	21	33
		222		Y=0.22*(X)+18.85																						

PROPOSED WEEKDAY PM PEAK HOUR TRIP GENERATION

		ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
							Percent																			
		Land Use	ITE Edition	ITE Code	Scale	ITE Units	In	Out	In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total
GROUP 2	1	Multifamily Housing (High-Rise)	11	222	70	du	56%	44%	23	18	41	1.7%	1	23	17	40	0.0%	0	23	17	40	0.0%	0	23	17	40
	2																									
	3																									
	4																									
	5																									
	6																									
	7																									
	8																									
	9																									
	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
		ITE Land Use Code		Rate or Equation				**Total:**	23	18	41	1.7%	1	23	17	40	0.0%	0	23	17	40	0.0%	0	23	17	40
		222		Y=0.26*(X)+23.12																						

MEANS OF TRANSPORTATION TO WORK

(20+9)/(1,883-132)=1.7%

United States® Census Bureau

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Census Tract 39.18, Miami-Dade County, Florida		
Label	**Estimate**	**Margin of Error**
Total:	1,883	±236
Car, truck, or van:	1,624	±255
Drove alone	1,529	±242
Carpooled:	95	±62
In 2-person carpool	61	±50
In 3-person carpool	14	±21
In 4-person carpool	13	±21
In 5- or 6-person carpool	7	±11
In 7-or-more-person carpool	0	±14
Public transportation (excluding taxicab):	20	±30
Bus	20	±30
Subway or elevated rail	0	±14
Long-distance train or commuter rail	0	±14
Light rail, streetcar or trolley (carro público in Puerto Rico)	0	±14
Ferryboat	0	±14
Taxicab	37	±35
Motorcycle	11	±16
Bicycle	9	±14
Walked	0	±14
Other means	50	±43
Worked from home	132	±98

Table Notes

Survey/Program: American Community Survey

MEANS OF TRANSPORTATION TO WORK

Universe: Workers 16 years and over

Year: 2019

Estimates: 5-Year

Table ID: B08301

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

Workers include members of the Armed Forces and civilians who were at work last week.

2019 ACS data products include updates to several categories of the existing means of transportation question. For more information, see: Change to Means of Transportation.

The 2015-2019 American Community Survey (ACS) data generally reflect the September 2018 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

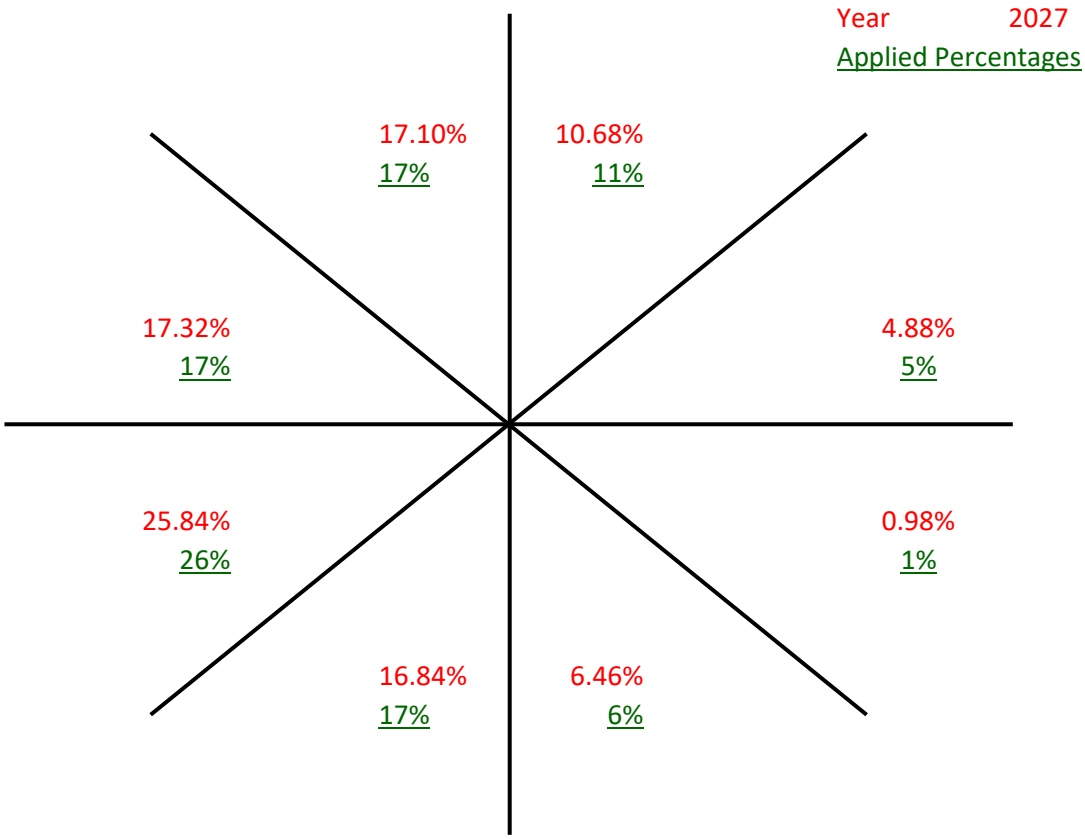
Explanation of Symbols:

An "**" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
An "-" entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution, or the margin of error associated with a median was larger than the median itself.
An "-" following a median estimate means the median falls in the lowest interval of an open-ended distribution.
An "+" following a median estimate means the median falls in the upper interval of an open-ended distribution.
An "***" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
An "*****" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
An "N" entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
An "(X)" means that the estimate is not applicable or not available.

Attachment C

Cardinal Trip Distribution

Cardinal Distribution for TAZ 624



Cardinal Trip Distribution

Cardinal Direction	Percentage of Trips		2027 Interpolated	2027 Rounded
	2015	2045		
North-Northeast	10.8%	10.50%	10.68%	11.00%
East-Northeast	6.0%	3.20%	4.88%	5.00%
East-Southeast	1.1%	0.80%	0.98%	1.00%
South-Southeast	6.1%	7.00%	6.46%	6.00%
South-Southwest	15.2%	19.30%	16.84%	17.00%
West-Southwest	26.2%	25.30%	25.84%	26.00%
West-Northwest	16.8%	18.10%	17.32%	17.00%
North-Northwest	17.9%	15.90%	17.10%	17.00%
Total	**100.1%**	**100.1%**	**100.10%**	**100.00%**



MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION

2045 LRTP SUPPORTING DOCUMENTS

DIRECTIONAL TRIP DISTRIBUTION REPORT

SEPTEMBER 2019

Miami-Dade 2015 Base Year Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
599	3499	Trips	591	34	0	13	16	316	294	397	1,717
599	3499	Percent	35.6	2.0	0.0	0.8	1.0	19.0	17.7	23.9	
600	3500	Trips	1,964	258	20	47	84	1,205	1,079	998	5,795
600	3500	Percent	34.7	4.6	0.4	0.8	1.5	21.3	19.1	17.7	
601	3501	Trips	70	-	-	28	277	290	175	257	1,104
601	3501	Percent	6.4	-	-	2.5	25.3	26.4	15.9	23.5	
602	3502	Trips	67	17	-	103	540	455	472	464	2,181
602	3502	Percent	3.2	0.8	-	4.9	25.5	21.5	22.3	21.9	
603	3503	Trips	27	-	-	3	177	160	92	111	570
603	3503	Percent	4.8	-	-	0.5	31.0	28.1	16.2	19.5	
604	3504	Trips	45	-	-	6	506	334	458	381	1,779
604	3504	Percent	2.6	-	-	0.4	29.3	19.3	26.5	22.0	
605	3505	Trips	136	16	-	144	498	321	433	386	1,958
605	3505	Percent	7.0	0.8	-	7.4	25.7	16.6	22.4	20.0	
606	3506	Trips	830	-	-	845	1,407	1,998	1,040	2,384	9,052
606	3506	Percent	9.8	-	-	9.9	16.5	23.5	12.2	28.0	
607	3507	Trips	197	83	-	165	848	498	671	627	3,154
607	3507	Percent	6.4	2.7	-	5.4	27.5	16.1	21.7	20.3	
608	3508	Trips	109	-	-	17	655	545	562	535	2,497
608	3508	Percent	4.5	-	-	0.7	27.0	22.5	23.2	22.1	
609	3509	Trips	80	-	-	30	482	700	242	744	2,414
609	3509	Percent	3.5	-	-	1.3	21.2	30.7	10.6	32.7	
610	3510	Trips	576	187	-	313	1,639	1,859	1,152	2,527	9,381
610	3510	Percent	7.0	2.3	-	3.8	19.9	22.5	14.0	30.6	
611	3511	Trips	344	38	-	107	861	847	782	1,269	4,444
611	3511	Percent	8.1	0.9	-	2.5	20.3	20.0	18.4	29.9	
612	3512	Trips	102	-	-	38	497	479	354	809	2,324
612	3512	Percent	4.5	-	-	1.7	21.8	21.0	15.5	35.5	
613	3513	Trips	50	-	-	45	147	146	130	221	738
613	3513	Percent	6.8	-	-	6.1	19.9	19.8	17.6	30.0	
614	3514	Trips	107	-	-	231	720	908	522	868	3,436
614	3514	Percent	3.2	-	-	6.9	21.5	27.1	15.6	25.9	
615	3515	Trips	748	321	-	855	1,825	1,774	1,120	2,278	9,551
615	3515	Percent	8.4	3.6	-	9.6	20.5	19.9	12.6	25.5	
616	3516	Trips	631	418	-	1,214	1,619	1,428	921	1,966	9,585
616	3516	Percent	7.7	5.1	-	14.8	19.8	17.4	11.2	24.0	
617	3517	Trips	18	4	17	9	11	16	6	43	125
617	3517	Percent	14.3	3.3	13.7	7.4	9.0	13.1	4.7	34.7	
618	3518	Trips	243	105	-	241	640	556	295	599	2,736
618	3518	Percent	9.1	3.9	-	9.0	23.9	20.8	11.0	22.4	
619	3519	Trips	114	-	-	442	1,579	1,258	675	2,112	6,703
619	3519	Percent	1.8	-	-	7.2	25.6	20.4	10.9	34.2	
620	3520	Trips	85	-	-	385	1,902	1,775	809	2,132	7,584
620	3520	Percent	1.2	-	-	5.4	26.8	25.1	11.4	30.1	
621	3521	Trips	411	-	112	336	917	877	409	774	3,916
621	3521	Percent	10.7	-	2.9	8.8	23.9	22.9	10.7	20.2	
622	3522	Trips	725	-	-	733	1,372	1,695	887	1,623	7,653
622	3522	Percent	10.3	-	-	10.4	19.5	24.1	12.6	23.1	
623	3523	Trips	394	243	139	749	727	1,431	755	921	5,657
623	3523	Percent	7.4	4.5	2.6	14.0	13.6	26.7	14.1	17.2	
624	3524	Trips	1,100	613	112	625	1,542	2,663	1,706	1,821	11,072
624	3524	Percent	10.8	6.0	1.1	6.1	15.2	26.2	16.8	17.9	

Miami-Dade 2045 Cost Feasible Plan Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
599	3499	Trips	392	108	7	13	41	341	344	485	1,765
599	3499	Percent	22.6	6.2	0.4	0.8	2.4	19.7	19.9	28.0	
600	3500	Trips	1,603	330	17	42	94	1,157	1,332	1,506	6,163
600	3500	Percent	26.4	5.4	0.3	0.7	1.6	19.0	21.9	24.8	
601	3501	Trips	73	-	-	36	470	342	267	332	1,552
601	3501	Percent	4.8	-	-	2.4	30.9	22.5	17.5	21.8	
602	3502	Trips	62	6	-	148	713	574	523	476	2,566
602	3502	Percent	2.5	0.3	-	5.9	28.5	22.9	20.9	19.0	
603	3503	Trips	14	-	-	1	337	258	161	172	980
603	3503	Percent	1.5	-	-	0.1	35.7	27.4	17.1	18.3	
604	3504	Trips	64	-	-	41	951	737	707	668	3,445
604	3504	Percent	2.0	-	-	1.3	30.0	23.3	22.3	21.1	
605	3505	Trips	99	36	-	135	670	549	585	509	2,652
605	3505	Percent	3.8	1.4	-	5.2	25.9	21.2	22.7	19.7	
606	3506	Trips	643	-	-	754	1,891	2,383	1,151	2,389	9,786
606	3506	Percent	7.0	-	-	8.2	20.5	25.9	12.5	25.9	
607	3507	Trips	188	140	-	182	1,171	780	868	741	4,188
607	3507	Percent	4.6	3.4	-	4.5	28.8	19.2	21.3	18.2	
608	3508	Trips	110	-	-	48	1,108	1,101	706	785	3,985
608	3508	Percent	2.9	-	-	1.2	28.7	28.5	18.3	20.4	
609	3509	Trips	86	-	-	37	718	953	371	839	3,169
609	3509	Percent	2.9	-	-	1.2	23.9	31.7	12.3	27.9	
610	3510	Trips	681	182	-	382	2,239	2,515	1,391	2,792	12,047
610	3510	Percent	6.7	1.8	-	3.8	22.0	24.7	13.7	27.4	
611	3511	Trips	449	13	-	118	1,000	1,197	848	1,206	5,036
611	3511	Percent	9.3	0.3	-	2.4	20.7	24.8	17.6	25.0	
612	3512	Trips	74	-	-	56	640	617	408	906	2,773
612	3512	Percent	2.8	-	-	2.1	23.7	22.9	15.1	33.6	
613	3513	Trips	42	-	-	27	203	188	128	185	774
613	3513	Percent	5.5	-	-	3.5	26.3	24.2	16.5	24.0	
614	3514	Trips	160	-	-	231	1,441	1,400	1,004	1,429	5,961
614	3514	Percent	2.8	-	-	4.1	25.4	24.7	17.7	25.2	
615	3515	Trips	657	228	-	698	1,586	1,570	1,040	1,804	7,950
615	3515	Percent	8.7	3.0	-	9.2	20.9	20.7	13.7	23.8	
616	3516	Trips	663	430	-	1,243	2,224	2,161	1,427	2,581	12,275
616	3516	Percent	6.2	4.0	-	11.6	20.7	20.1	13.3	24.1	
617	3517	Trips	13	10	12	23	29	51	31	41	219
617	3517	Percent	6.4	4.8	5.8	10.9	13.8	24.0	14.9	19.5	
618	3518	Trips	155	54	-	218	768	639	484	831	3,208
618	3518	Percent	4.9	1.7	-	6.9	24.4	20.3	15.4	26.4	
619	3519	Trips	148	-	-	378	1,965	1,591	822	2,087	7,426
619	3519	Percent	2.1	-	-	5.4	28.1	22.8	11.8	29.9	
620	3520	Trips	101	-	-	236	1,860	2,343	1,013	2,177	8,233
620	3520	Percent	1.3	-	-	3.1	24.1	30.3	13.1	28.2	
621	3521	Trips	349	-	81	272	1,070	1,011	417	959	4,287
621	3521	Percent	8.4	-	1.9	6.6	25.7	24.3	10.0	23.1	
622	3522	Trips	552	-	-	687	1,638	2,319	1,127	2,032	8,893
622	3522	Percent	6.6	-	-	8.2	19.6	27.8	13.5	24.3	
623	3523	Trips	475	123	70	728	1,143	1,694	801	1,023	6,274
623	3523	Percent	7.8	2.0	1.2	12.0	18.9	28.0	13.2	16.9	
624	3524	Trips	1,356	409	98	912	2,505	3,276	2,354	2,063	13,940
624	3524	Percent	10.5	3.2	0.8	7.0	19.3	25.3	18.1	15.9	

Appendix C

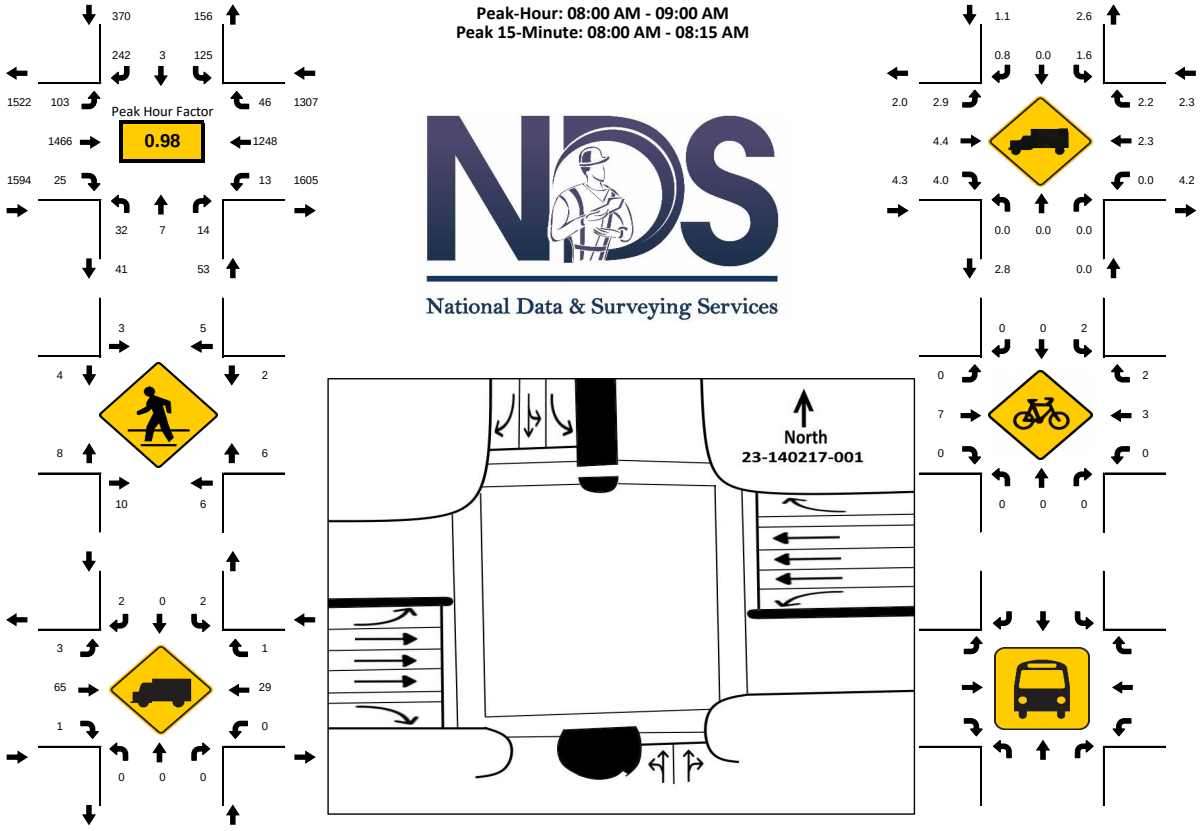
Traffic Data

Turning Movement Counts

LOCATION: Harbor Island Dr & 79th St/John F Kennedy Causeway
CITY/STATE: North Bay Village, FL

PROJECT ID: 23-140217-001
DATE: Thu, Apr 27, 2023

Peak-Hour: 08:00 AM - 09:00 AM
Peak 15-Minute: 08:00 AM - 08:15 AM

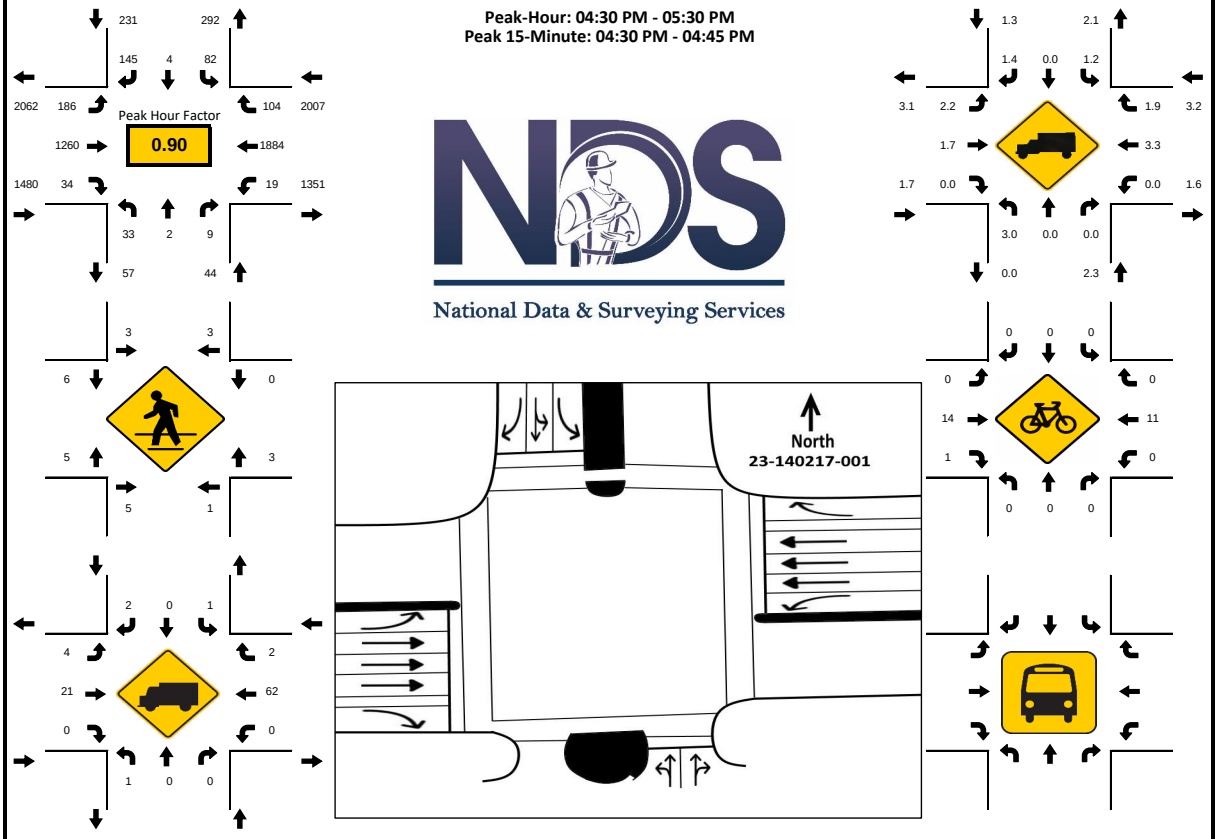


15-Min Count Period Beginning At	Harbor Island Dr Northbound					Harbor Island Dr Southbound					9th St/John F Kennedy Causewa Eastbound					9th St/John F Kennedy Causewa Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
07:00 AM	1	1	3	0		12	0	43	0		14	247	8	0		3	196	4	0		532	2753
07:15 AM	4	1	5	0		20	0	42	0		22	261	3	0		3	248	4	3		616	3072
07:30 AM	6	0	6	0		15	0	58	0		28	350	9	0		2	324	7	1		806	3281
07:45 AM	11	1	6	0		25	0	49	0		17	342	9	0		7	322	10	0		799	3312
08:00 AM	6	2	4	0		36	1	64	0		19	392	6	0		5	304	11	1		851	3324
08:15 AM	8	1	3	0		28	1	55	0		32	376	7	0		0	305	9	0		825	2473
08:30 AM	12	4	5	0		26	0	69	0		30	361	6	0		1	308	12	3		837	1648
08:45 AM	6	0	2	0		35	1	54	0		22	337	6	0		2	331	14	1		811	811
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	48	16	20	0		144	4	276	0		128	1568	28	0		20	1324	56	12		**3644**	
Heavy Trucks	0	0	0	0		4	0	8	0		4	88	4	0		0	40	4	0		**152**	
Pedestrians		28					12					20					16				**76**	
Bicycles	0	0	0	0		4	0	0	0		0	8	0	0		0	4	4	0		**20**	
Buses																						
Stopped Buses																						

LOCATION: Harbor Island Dr & 79th St/John F Kennedy Causeway
CITY/STATE: North Bay Village, FL

PROJECT ID: 23-140217-001
DATE: Thu, Apr 27, 2023

Peak-Hour: 04:30 PM - 05:30 PM
Peak 15-Minute: 04:30 PM - 04:45 PM



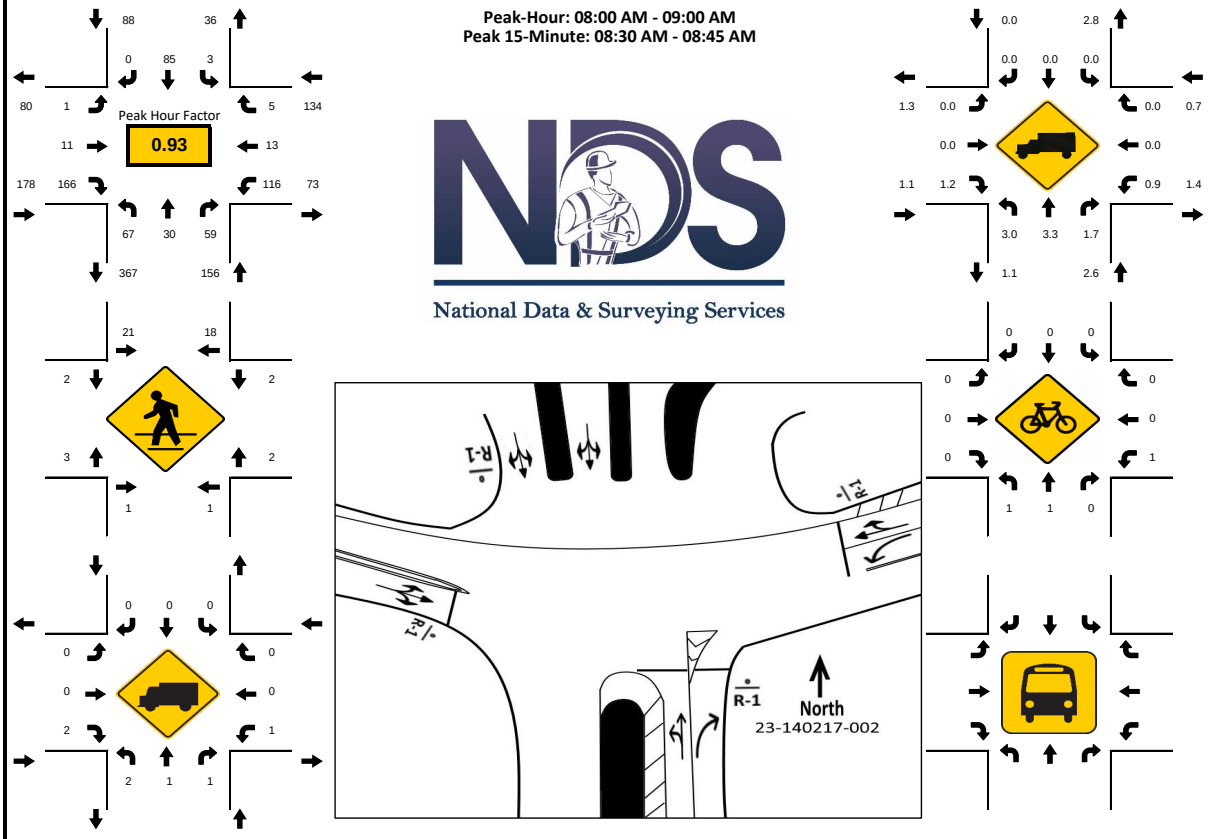
National Data & Surveying Services

15-Min Count Period Beginning At	Harbor Island Dr Northbound					Harbor Island Dr Southbound					9th St/John F Kennedy Causewa Eastbound					9th St/John F Kennedy Causewa Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	3	1	6	0		23	0	31	0		46	308	6	0		2	387	13	0		826	3648
04:15 PM	7	2	3	0		16	0	40	0		48	335	7	1		7	423	25	2		916	3741
04:30 PM	8	1	2	0		21	0	43	0		47	322	8	0		3	548	36	1		1040	3762
04:45 PM	7	1	2	0		22	1	39	1		38	278	9	1		2	443	20	2		866	3648
05:00 PM	7	0	4	0		18	2	28	0		40	330	10	3		6	449	21	1		919	3654
05:15 PM	11	0	1	0		20	1	35	0		57	330	7	0		2	444	27	2		937	2735
05:30 PM	3	0	6	0		16	0	39	1		55	325	9	1		4	448	16	3		926	1798
05:45 PM	6	0	5	0		12	1	26	1		47	314	5	0		2	426	26	1		872	872
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	44	4	16	0		88	8	172	4		228	1320	40	12		24	2192	144	8		**4304**	
Heavy Trucks	4	0	0	0		4	0	8	0		12	36	0	0		0	88	4	0		**156**	
Pedestrians		16					12					20					8				**56**	
Bicycles	0	0	0	0		0	0	0	0		0	24	4	0		0	20	0	0		**48**	
Buses																						
Stopped Buses																						

LOCATION: Harbor Island Dr & West Dr/East Dr
CITY/STATE: North Bay Village, FL

PROJECT ID: 23-140217-002
DATE: Thu, Apr 27, 2023

Peak-Hour: 08:00 AM - 09:00 AM
Peak 15-Minute: 08:30 AM - 08:45 AM

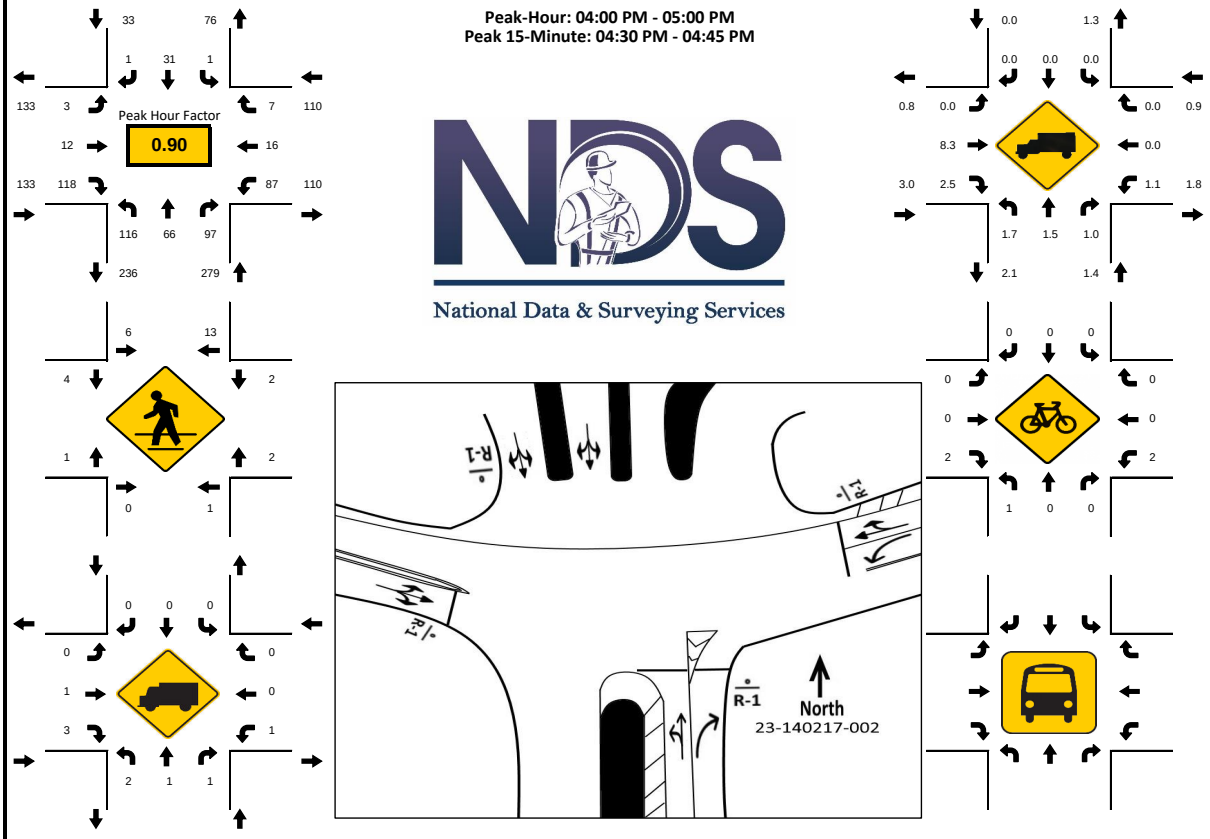


15-Min Count Period Beginning At	Harbor Island Dr Northbound					Harbor Island Dr Southbound					West Dr/East Dr Eastbound					West Dr/East Dr Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
07:00 AM	9	2	7	1		0	7	0	0		0	1	27	0		18	1	0	0		73	394
07:15 AM	17	1	8	0		0	10	0	0		1	1	29	0		24	2	0	0		93	454
07:30 AM	23	2	10	0		0	19	0	0		1	3	26	0		27	2	0	0		113	499
07:45 AM	15	3	11	0		1	14	0	0		2	3	38	0		25	1	1	1		115	536
08:00 AM	16	6	9	1		1	24	0	0		0	1	46	0		27	1	1	0		133	556
08:15 AM	20	5	16	0		2	24	0	0		0	4	39	0		23	2	3	0		138	423
08:30 AM	17	10	20	0		0	17	0	0		1	3	45	0		31	6	0	0		150	285
08:45 AM	13	9	14	0		0	20	0	0		0	3	36	0		35	4	1	0		135	135
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	80	40	80	4		8	96	0	0		4	16	184	0		140	24	12	0		**688**	
Heavy Trucks	4	4	4	4		0	0	0	0		0	0	8	0		4	0	0	0		**24**	
Pedestrians		8					60					8					4				**80**	
Bicycles	0	4	0	4		0	0	0	0		0	0	0	0		4	0	0	0		**8**	
Buses																						
Stopped Buses																						

LOCATION: Harbor Island Dr & West Dr/East Dr
CITY/STATE: North Bay Village, FL

PROJECT ID: 23-140217-002
DATE: Thu, Apr 27, 2023

Peak-Hour: 04:00 PM - 05:00 PM
Peak 15-Minute: 04:30 PM - 04:45 PM



15-Min Count Period Beginning At	Harbor Island Dr Northbound					Harbor Island Dr Southbound					West Dr/East Dr Eastbound					West Dr/East Dr Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	24	12	23	0		0	4	0	0		1	2	30	0		20	2	3	0		121	555
04:15 PM	32	18	25	1		0	10	1	0		0	0	29	0		17	4	4	0		141	547
04:30 PM	37	16	28	0		1	7	0	0		1	4	31	0		25	5	0	0		155	552
04:45 PM	21	20	21	1		0	10	0	0		1	6	28	0		25	5	0	0		138	528
05:00 PM	21	11	29	0		1	6	0	0		0	2	22	0		19	2	0	0		113	521
05:15 PM	46	17	19	1		0	10	0	0		0	2	27	0		19	3	2	0		146	408
05:30 PM	38	13	20	0		0	6	0	0		0	4	27	0		22	1	0	0		131	262
05:45 PM	29	23	24	0		0	11	0	0		0	9	15	0		16	2	1	1		131	131
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	148	80	112	4		4	40	4	0		4	24	124	0		100	20	16	0		**680**	
Heavy Trucks	4	4	4	4		0	0	0	0		0	4	8	0		4	0	0	0		**28**	
Pedestrians		4					24					12					8				**48**	
Bicycles	4	0	0	0		0	0	0	0		0	0	4	0		4	0	0	4		**12**	
Buses																						
Stopped Buses																						

24-Hour Continuous Counts

Prepared by NDS/ATD

VOLUME

West Dr W/O Harbor Island Dr

Day: Thursday
Date: 4/27/2023

City: North Bay Village
Project #: FL23_140218_001

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	2,100	1,953	4,053

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
0:00			9		16		25		12:00			26		28		54	
0:15			8		6		14		12:15			37		36		73	
0:30			7		14		21		12:30			26		25		51	
0:45			5	29	3	39	8	68	12:45			32	121	37	126	69	247
1:00			1		8		9		13:00			28		30		58	
1:15			4		6		10		13:15			44		25		69	
1:30			4		4		8		13:30			25		25		50	
1:45			5	14	4	22	9	36	13:45			25	122	23	103	48	225
2:00			0		0		0		14:00			26		30		56	
2:15			5		4		9		14:15			34		27		61	
2:30			0		0		0		14:30			38		25		63	
2:45			1	6	3	7	4	13	14:45			31	129	35	117	66	246
3:00			1		2		3		15:00			37		23		60	
3:15			4		5		9		15:15			27		34		61	
3:30			4		4		8		15:30			29		23		52	
3:45			3	12	3	14	6	26	15:45			18	111	27	107	45	218
4:00			10		0		10		16:00			31		29		60	
4:15			1		3		4		16:15			29		36		65	
4:30			5		2		7		16:30			36		40		76	
4:45			5	21	3	8	8	29	16:45			34	130	27	132	61	262
5:00			4		2		6		17:00			24		23		47	249
5:15			1		2		3		17:15			31		47		78	262
5:30			6		2		8		17:30			31		37		68	254
5:45			8	19	9	15	17	34	17:45			27	113	33	140	60	253
6:00			16		5		21		18:00			30		39		69	
6:15			13		4		17		18:15			25		34		59	
6:30			25		4		29		18:30			25		37		62	
6:45			19	73	10	23	29	96	18:45			24	104	50	160	74	264
7:00			28		9		37		19:00			38		45		83	
7:15			31		19		50		19:15			40		42		82	
7:30			35		25		60		19:30			42		37		79	
7:45			42	136	16	69	58	205	19:45			29	149	35	159	64	308
8:00			48		17		65	233	20:00			24		32		56	
8:15			38		21		59	242	20:15			26		38		64	
8:30			48		23		71	253	20:30			21		40		61	
8:45			38	172	17	78	55	250	20:45			16	87	28	138	44	225
9:00			26		26		52		21:00			17		25		42	
9:15			35		22		57		21:15			21		34		55	
9:30			37		23		60		21:30			19		26		45	
9:45			35	133	17	88	52	221	21:45			16	73	25	110	41	183
10:00			32		22		54		22:00			19		20		39	
10:15			43		20		63		22:15			9		22		31	
10:30			24		16		40		22:30			26		19		45	
10:45			34	133	23	81	57	214	22:45			20	74	21	82	41	156
11:00			13		16		29		23:00			11		14		25	
11:15			33		20		53		23:15			7		13		20	
11:30			28		16		44		23:30			9		16		25	
11:45			26	100	28	80	54	180	23:45			12	39	12	55	24	94
TOTALS				848		524		1372	TOTALS				1252		1429		2681
SPLIT %				61.8%		38.2%		33.9%	SPLIT %				46.7%		53.3%		66.1%

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	2,100	1,953	4,053

AM Peak Hour	0:00	0:00	0:00	0:00	0:00	PM Peak Hour		19:00	18:30	18:45
AM Pk Volume	1018	1018	1018	1018	1018	PM Pk Volume		149	174	318
Pk Hr Factor	0.250	0.250	0.263	0.253	0.266	Pk Hr Factor		0.887	0.870	0.958
7 - 9 Volume	0	0	308	147	455	4 - 6 Volume	0	243	272	515
7 - 9 Peak Hour			7:45	7:30	7:45	4 - 6 Peak Hour		16:00	17:00	16:00
7 - 9 Pk Volume	0	0	176	79	253	4 - 6 Pk Volume	0	130	140	262
Pk Hr Factor	0.000	0.000	0.917	0.790	0.891	Pk Hr Factor	0.000	0.903	0.745	0.862

Peak Season Category Report

2022 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8700 MIAMI-DADE NORTH

MOCF: 0.96

WEEK	DATES	SF	PSCF
1	01/01/2022 - 01/01/2022	1.06	1.10
2	01/02/2022 - 01/08/2022	1.04	1.08
3	01/09/2022 - 01/15/2022	1.02	1.06
4	01/16/2022 - 01/22/2022	1.01	1.05
5	01/23/2022 - 01/29/2022	1.00	1.04
6	01/30/2022 - 02/05/2022	0.98	1.02
7	02/06/2022 - 02/12/2022	0.97	1.01
* 8	02/13/2022 - 02/19/2022	0.96	1.00
* 9	02/20/2022 - 02/26/2022	0.96	1.00
*10	02/27/2022 - 03/05/2022	0.96	1.00
*11	03/06/2022 - 03/12/2022	0.96	1.00
*12	03/13/2022 - 03/19/2022	0.96	1.00
*13	03/20/2022 - 03/26/2022	0.96	1.00
*14	03/27/2022 - 04/02/2022	0.96	1.00
*15	04/03/2022 - 04/09/2022	0.96	1.00
*16	04/10/2022 - 04/16/2022	0.95	0.99
*17	04/17/2022 - 04/23/2022	0.96	1.00
*18	04/24/2022 - 04/30/2022	0.96	1.00
*19	05/01/2022 - 05/07/2022	0.97	1.01
*20	05/08/2022 - 05/14/2022	0.97	1.01
21	05/15/2022 - 05/21/2022	0.98	1.02
22	05/22/2022 - 05/28/2022	0.99	1.03
23	05/29/2022 - 06/04/2022	0.99	1.03
24	06/05/2022 - 06/11/2022	1.00	1.04
25	06/12/2022 - 06/18/2022	1.01	1.05
26	06/19/2022 - 06/25/2022	1.01	1.05
27	06/26/2022 - 07/02/2022	1.01	1.05
28	07/03/2022 - 07/09/2022	1.02	1.06
29	07/10/2022 - 07/16/2022	1.02	1.06
30	07/17/2022 - 07/23/2022	1.02	1.06
31	07/24/2022 - 07/30/2022	1.02	1.06
32	07/31/2022 - 08/06/2022	1.01	1.05
33	08/07/2022 - 08/13/2022	1.01	1.05
34	08/14/2022 - 08/20/2022	1.01	1.05
35	08/21/2022 - 08/27/2022	1.03	1.07
36	08/28/2022 - 09/03/2022	1.04	1.08
37	09/04/2022 - 09/10/2022	1.05	1.09
38	09/11/2022 - 09/17/2022	1.07	1.11
39	09/18/2022 - 09/24/2022	1.05	1.09
40	09/25/2022 - 10/01/2022	1.03	1.07
41	10/02/2022 - 10/08/2022	1.01	1.05
42	10/09/2022 - 10/15/2022	0.99	1.03
43	10/16/2022 - 10/22/2022	1.00	1.04
44	10/23/2022 - 10/29/2022	1.01	1.05
45	10/30/2022 - 11/05/2022	1.01	1.05
46	11/06/2022 - 11/12/2022	1.02	1.06
47	11/13/2022 - 11/19/2022	1.03	1.07
48	11/20/2022 - 11/26/2022	1.04	1.08
49	11/27/2022 - 12/03/2022	1.05	1.09
50	12/04/2022 - 12/10/2022	1.05	1.09
51	12/11/2022 - 12/17/2022	1.06	1.10
52	12/18/2022 - 12/24/2022	1.04	1.08
53	12/25/2022 - 12/31/2022	1.02	1.06

* PEAK SEASON

23-FEB-2023 09:11:23 830UPD 6_8700_PKSEASON.TXT

Signal Timings

TOD Schedule Report

for 3015: Harbor Dr&J. F. Kennedy Blvd

Print Date: 10/4/2021

Print Time: 3:59 PM

Asset	Intersection	TOD Schedule	Op Mode	Plan #	Cycle	Offset	TOD Setting	Active PhaseBank	Active Maximum
3015	Harbor Dr&J. F. Kennedy Blvd	DOW-2	TOD	N/A	0	0	N/A	0	Max 0

Splits

PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	PH 7	PH 8
EBL	WBT	SBT	NBT	WBL	EBT	-	-
0	0	0	0	0	0	0	0



Active Phase Bank: Phase Bank 1

Phase	Walk Phase Bank 1	Walk Phase Bank 2	Walk Phase Bank 3	Don't Walk Phase Bank 1	Don't Walk Phase Bank 2	Don't Walk Phase Bank 3	Min Initial Phase Bank 1	Min Initial Phase Bank 2	Min Initial Phase Bank 3	Veh Ext Phase Bank 1	Veh Ext Phase Bank 2	Veh Ext Phase Bank 3	Max Limit Phase Bank 1	Max Limit Phase Bank 2	Max Limit Phase Bank 3	Max 2 Phase Bank 1	Max 2 Phase Bank 2	Max 2 Phase Bank 3	Yellow	Red
1 EBL	0	0	0	0	0	0	5	5	5	2	2	2	20	15	6	20	15	6	3.7	3.3
2 WBT	4	4	4	36	36	36	4	4	4	1	1	1	100	50	45	0	75	45	4	3.3
3 SBT	4	4	4	24	24	24	7	7	7	2.5	2.5	2.5	20	16	12	60	16	10	4	3.7
4 NBT	4	4	4	24	24	24	10	10	10	4	4	4	20	16	10	60	16	8	4	3.7
5 WBL	0	0	0	0	0	0	5	5	5	2	2	2	20	15	6	20	15	6	3.7	3.3
6 EBT	4	4	4	36	36	36	4	4	4	1	1	1	100	50	45	0	75	45	4	3.3
7 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Last In Service Date: unknown

Permitted Phases

	12345678
Default	123456--
External Permit 0	--------
External Permit 1	-234-6--
External Permit 2	-234-6--

TOD Schedule Report

for 3015: Harbor Dr&J. F. Kennedy Blvd

Print Date: 10/4/2021

Print Time: 3:59 PM

Current TOD Schedule	Plan	Cycle	Green Time 1 EBL	2 WBT	3 SBT	4 NBT	5 WBL	6 EBT	7 -	8 -	Ring Offset	Offset
	1	120	10	48	16	16	10	48	0	0	0	14
	2	110	7	53	10	10	7	53	0	0	0	76
	3	110	12	47	11	10	8	51	0	0	0	62
	4	150	9	48	35	28	14	43	0	0	0	106
	5	100	5	45	10	10	5	45	0	0	0	14
	6	100	8	42	9	11	6	44	0	0	0	14
	8	150	9	55	28	28	11	53	0	0	0	102
	9	150	9	55	28	28	11	53	0	0	0	97
	11	140	6	47	29	28	10	43	0	0	0	5
	12	110	8	34	29	9	8	34	0	0	0	101
	15	130	8	54	29	9	8	54	0	0	0	58
	23	90	5	20	27	8	5	20	0	0	0	10

Local TOD Schedule

Time	Plan	DOW
0000	Free	Su M T W Th F S
0600	4	M T W Th F
0800	4	Su S
1330	8	M T W Th F
1530	9	M T W Th F
2000	11	Su S
2200	11	M T W Th F

Current Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

Local Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

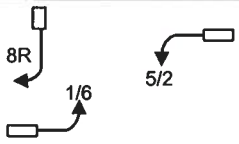
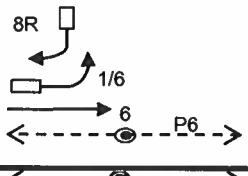
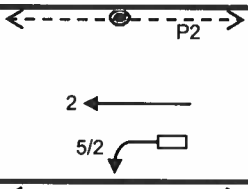
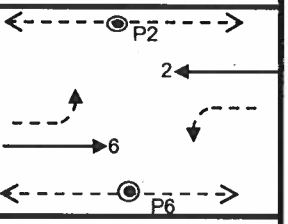
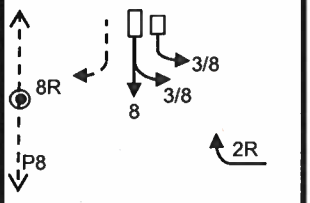
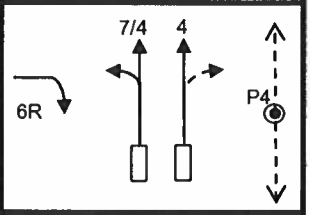
*** Settings**

Blank - FREE - Phase Bank 1, Max 1
Blank - Plan - Phase Bank 1, Max 2
1 - Phase Bank 2, Max 1
2 - Phase Bank 2, Max 2
3 - Phase Bank 3, Max 1
4 - Phase Bank 3, Max 2
5 - EXTERNAL PERMIT 1
6 - EXTERNAL PERMIT 2
7 - X-PED OMIT
8 - TBA

No Calendar Defined/Enabled

1297

SIGNAL OPERATING PLAN

	Direction		EB			WB			SB			NB		Ped Heads				N
Timing Phases	Head No.		1/6	6	6R	5/2	2	2R	3/8	8	8R	7/4	4	P2	P4	P6	P8	Movements/Display/Actuation
(1+5)	Dwell		R/<G	R	R	R/<G	R	R	R	R	R/G>	R	R	DW	DW	DW	DW	
E/WLT	Clear To	(1+6)	R/<G	R	R	R/<Y	R	R	R	R	R/G>	R	R	DW	DW	DW	DW	
JFK BLVD		(2+5)	R/<Y	R	R	R/<G	R	R	R	R	R/Y>	R	R	DW	DW	DW	DW	
		(2+6)	R/<Y	R	R	R/<Y	R	R	R	R	R/Y>	R	R	DW	DW	DW	DW	
(Actuated)																		
(1+6)	Dwell		<G/R	G	G	R	R	R	R	R	R/G>	R	R	D/W	D/W	W/F	D/W	
EB	Clear To	(2+6)	<Y/R	G	G	R	R	R	R	R	R/Y>	R	R	D/W	D/W	D/W	D/W	
JFK BLVD																		
(Actuated)																		
(2+5)	Dwell		R	R	R	<G/G	G	G	R	R	R	R	R	W/F	D/W	D/W	D/W	
WB	Clear To	(2+6)	R	R	R	<Y/G	G	G	R	R	R	R	R	W/F	D/W	D/W	D/W	
JFK BLVD																		
(Actuated)																		
(2+6)	Dwell		G	G	G	G	G	R	R	R	R	R	R	W/F	D/W	W/F	D/W	
E/WB	Clear To	3	Y	Y	Y	Y	Y	Y	R	R	R	R	R	D/W	D/W	D/W	D/W	
JFK BLVD		4	Y	Y	Y	Y	Y	Y	R	R	R	R	R	D/W	D/W	D/W	D/W	
(Actuated)																		
3	Dwell		R	R	R/R	R	R	R/G>	R/<G	G	G	R/R	R	D/W	D/W	D/W	W/F	
SB	Clear To	4	R	R	R/R	R	R	R/Y>	R/<Y	Y	Y	R/R	R	D/W	D/W	D/W	D/W	
TREASURE DR		(1+5)	R	R	R/R	R	R	R/Y>	R/<Y	Y	Y	R/R	R	D/W	D/W	D/W	D/W	
		(1+6)	R	R	R/R	R	R	R/Y>	R/<Y	Y	Y	R/R	R	D/W	D/W	D/W	D/W	
(Actuated)		(2+5)	R	R	R/R	R	R	R/Y>	R/<Y	Y	Y	R/R	R	D/W	D/W	D/W	D/W	
		(2+6)	R	R	R/R	R	R	R/Y>	R/<Y	Y	Y	R/R	R	D/W	D/W	D/W	D/W	
4	Dwell		R	R	R/G>	R	R	R	R	R	R	<G/G	G	D/W	W/F	D/W	D/W	
NB	Clear To	(1+5)	R	R	R/Y>	R	R	R	R	R	R	<Y/Y	Y	D/W	D/W	D/W	D/W	
TREASURE DR		(1+6)	R	R	R/Y>	R	R	R	R	R	R	<Y/Y	Y	D/W	D/W	D/W	D/W	
		(2+5)	R	R	R/Y>	R	R	R	R	R	R	<Y/Y	Y	D/W	D/W	D/W	D/W	
(Actuated)		(2+6)	R	R	R/Y>	R	R	R	R	R	R	<Y/Y	Y	D/W	D/W	D/W	D/W	
Flashing Operation			FY	FY	FY	FY	FY	FY	FR	FR	FR	FR	FR					Page 1 of 1

Miami-Dade County Public Works Department

Drawn	Date	J.F. Kennedy BLVD & Harbor Island Dr		
Carlos Espinoza	8/14/2020			
Checked	Date	Placed in Service	Phasing No.	Asset Number
	9/4/2020	Date / By	9	3015

Appendix D

Growth Rate Calculations

FDOT Historic Growth Trends

FDOT Growth Rate Summary

Station Number	Location	Historic Growth - Linear				Historic Growth - Exponential				Historic Growth - Decaying Exponential			
		5-year	R-squared	10-year	R-squared	5-year	R-squared	10-year	R-squared	5-year	R-squared	10-year	R-squared
0115	SR 934/Normandy Drive -- 100 feet west of Rue Versailles	13.27%	87.23%	3.53%	42.23%	11.96%	82.42%	2.88%	35.62%	12.70%	97.38%	2.74%	27.46%
0142	SR 934/79th Street -- 350 feet west of Pelican Harbour Drive	2.32%	94.22%	0.78%	14.66%	2.18%	94.39%	0.83%	16.17%	2.02%	79.67%	1.06%	24.96%
0533	SR 934/North Bay Causeway -- 450 feet east of Adventure Avenue	-0.12%	0.65%	3.01%	43.10%	-0.12%	0.57%	2.71%	35.61%	-0.31%	8.76%	2.89%	40.60%
5191	SR 934/NE 79th Street/North Bay Causeway/71st Street -- 100 feet west of Rue Versailles	-0.84%	49.83%	-1.06%	27.09%	-0.85%	50.31%	-1.05%	25.55%	-0.71%	28.38%	-1.39%	36.72%
Total		**3.66%**	**57.98%**	**1.57%**	**31.77%**	**3.29%**	**56.92%**	**1.34%**	**28.24%**	**3.43%**	**53.55%**	**1.33%**	**32.44%**

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 87 - MIAMI-DADE

SITE: 0115 - SR 934/NORMANDY DR. WB. 100' W RUE VERSAILLES.

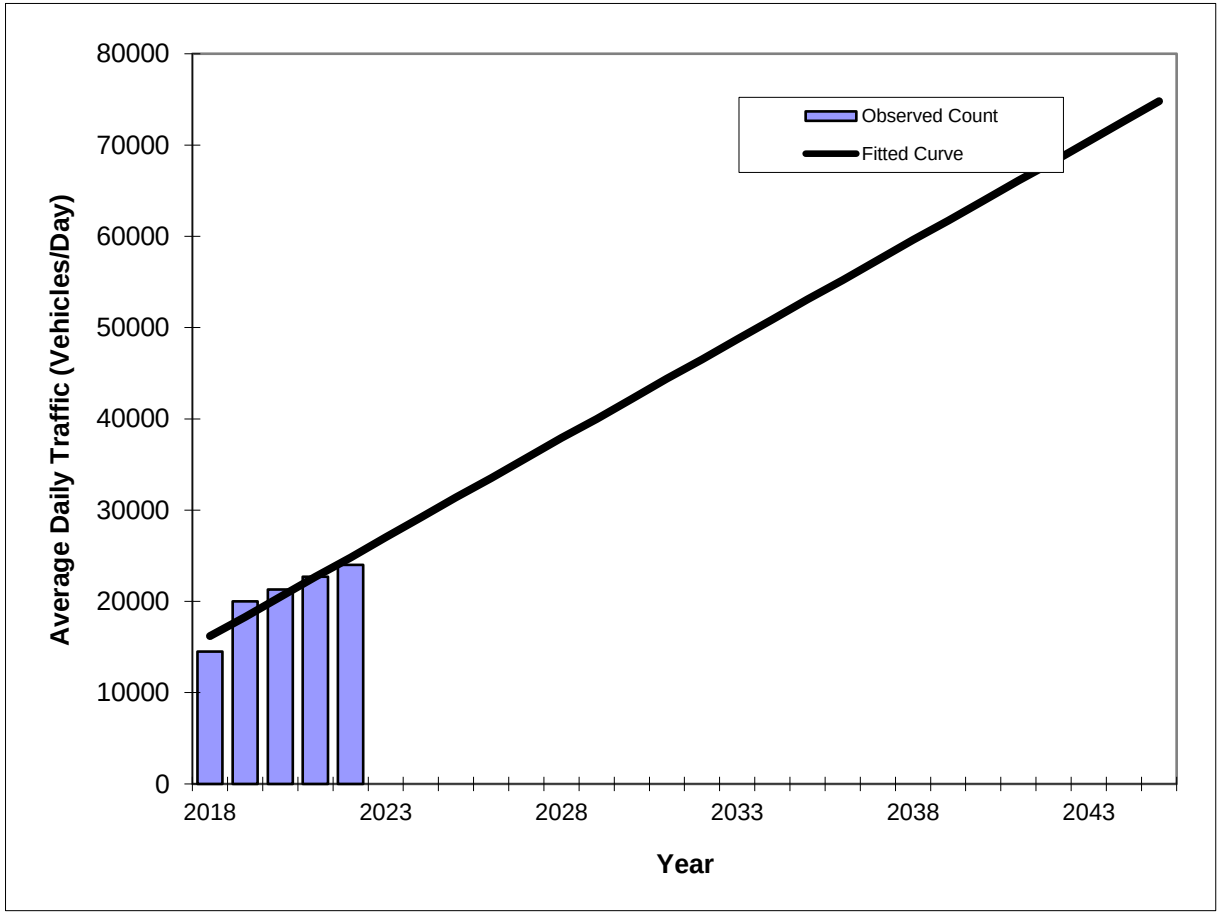
YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	24000 C	W 24000	0	9.00	99.90	6.80
2021	17500 C	W 17500	0	9.00	99.90	8.70
2020	18500 C	W 18500	0	9.00	99.90	7.60
2019	20000 C	W 20000	0	9.00	99.90	10.20
2018	14500 C	W 14500	0	9.00	99.90	8.50
2017	21000 C	W 21000	0	9.00	99.90	6.90
2016	19500 C	W 19500	0	9.00	99.90	7.20
2015	18000 C	W 18000	0	9.00	99.90	11.80
2014	17500 C	W 17500		9.00	99.90	10.40
2013	18500 C	W 18500	0	9.00	99.90	9.00
2012	21500 C	W 21500	0	9.00	99.90	10.50
2011	18000 C	W 18000	0	9.00	99.90	10.50
2010	18000 C	W 18000	0	8.98	99.99	9.50
2009	16000 C	W 16000	0	8.99	99.99	8.40
2008	16500 C	W 16500	0	9.09	99.99	9.60
2007	18000 C	W 18000	0	8.01	99.99	6.60

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends

SR 934/Normandy Drive -- 100 feet west of Rue Versailles

County:	Miami-Dade (87)
Station #:	0115
Highway:	SR 934/Normandy Drive



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2018	14500	16200
2019	20000	18300
2020	21300	20500
2021	22700	22700
2022	24000	24800

Trend R-squared:	87.23%
Trend Annual Historic Growth Rate:	13.27%
Printed:	26-May-23

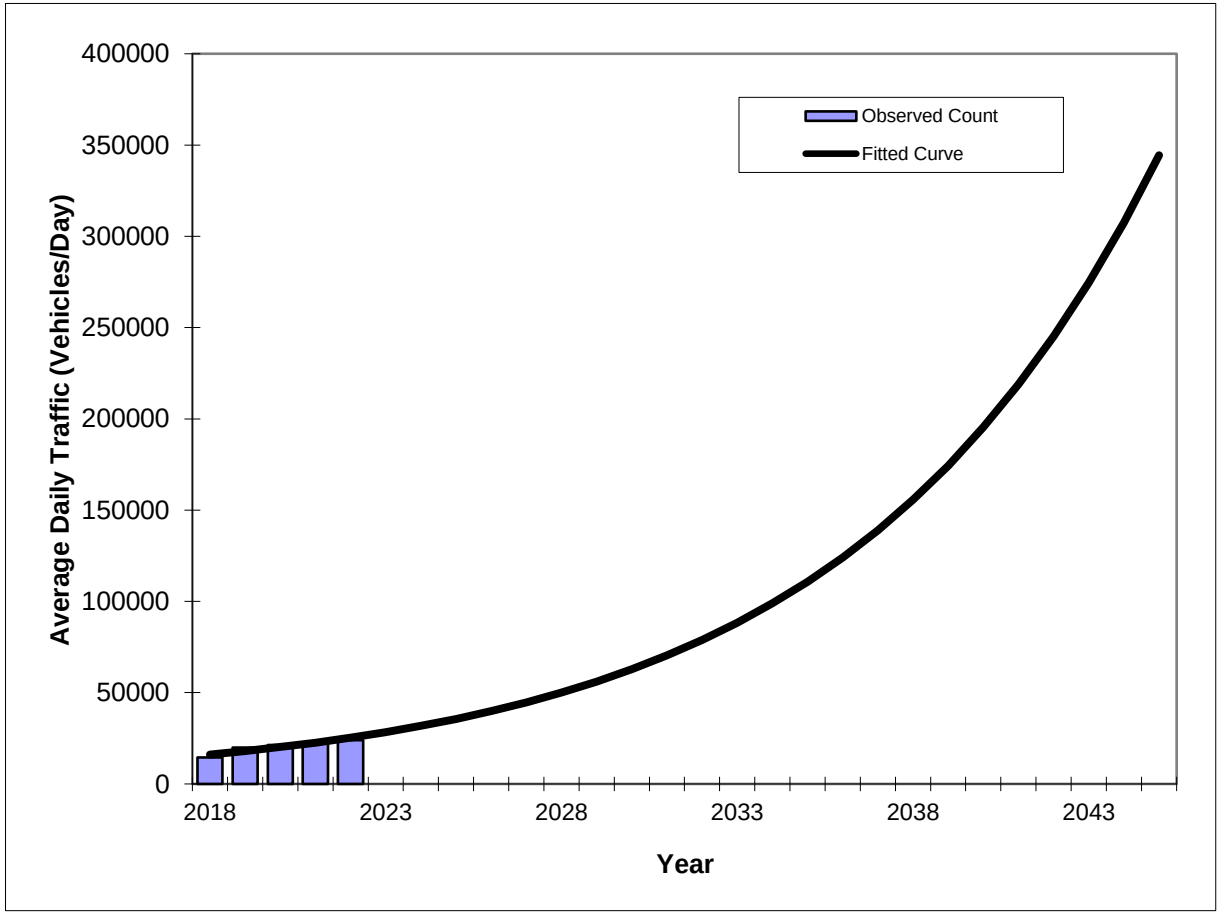
Straight Line Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/Normandy Drive -- 100 feet west of Rue Versailles

County:	Miami-Dade (87)
Station #:	0115
Highway:	SR 934/Normandy Drive



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2018	14500	16100
2019	20000	18000
2020	21300	20200
2021	22700	22600
2022	24000	25300

Trend R-squared:	82.42%
Compounded Annual Historic Growth Rate:	11.96%
Printed:	26-May-23

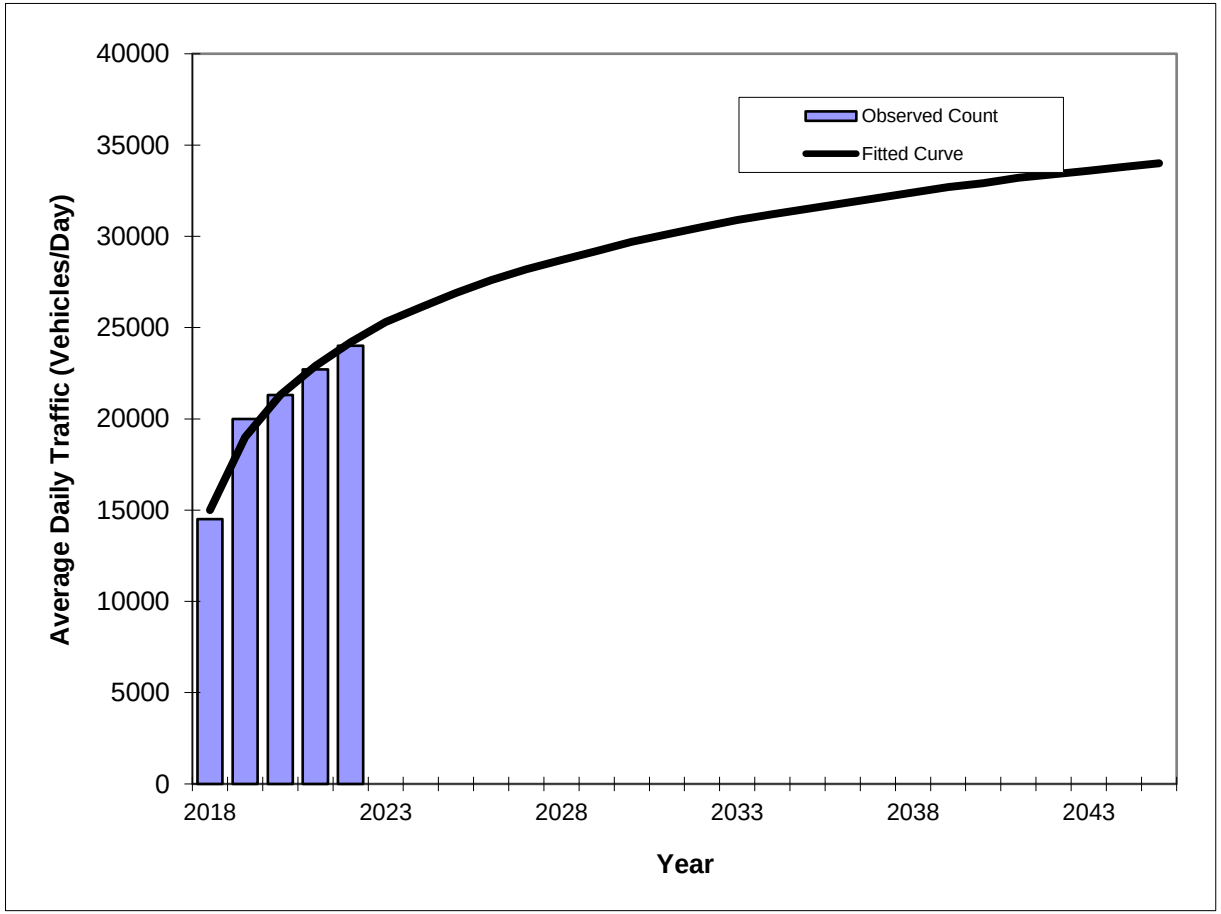
Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/Normandy Drive -- 100 feet west of Rue Versailles

County:	Miami-Dade (87)
Station #:	0115
Highway:	SR 934/Normandy Drive



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2018	14500	15000
2019	20000	19000
2020	21300	21300
2021	22700	22900
2022	24000	24200

Trend R-squared:	97.38%
Compounded Annual Historic Growth Rate:	12.70%
Printed:	26-May-23

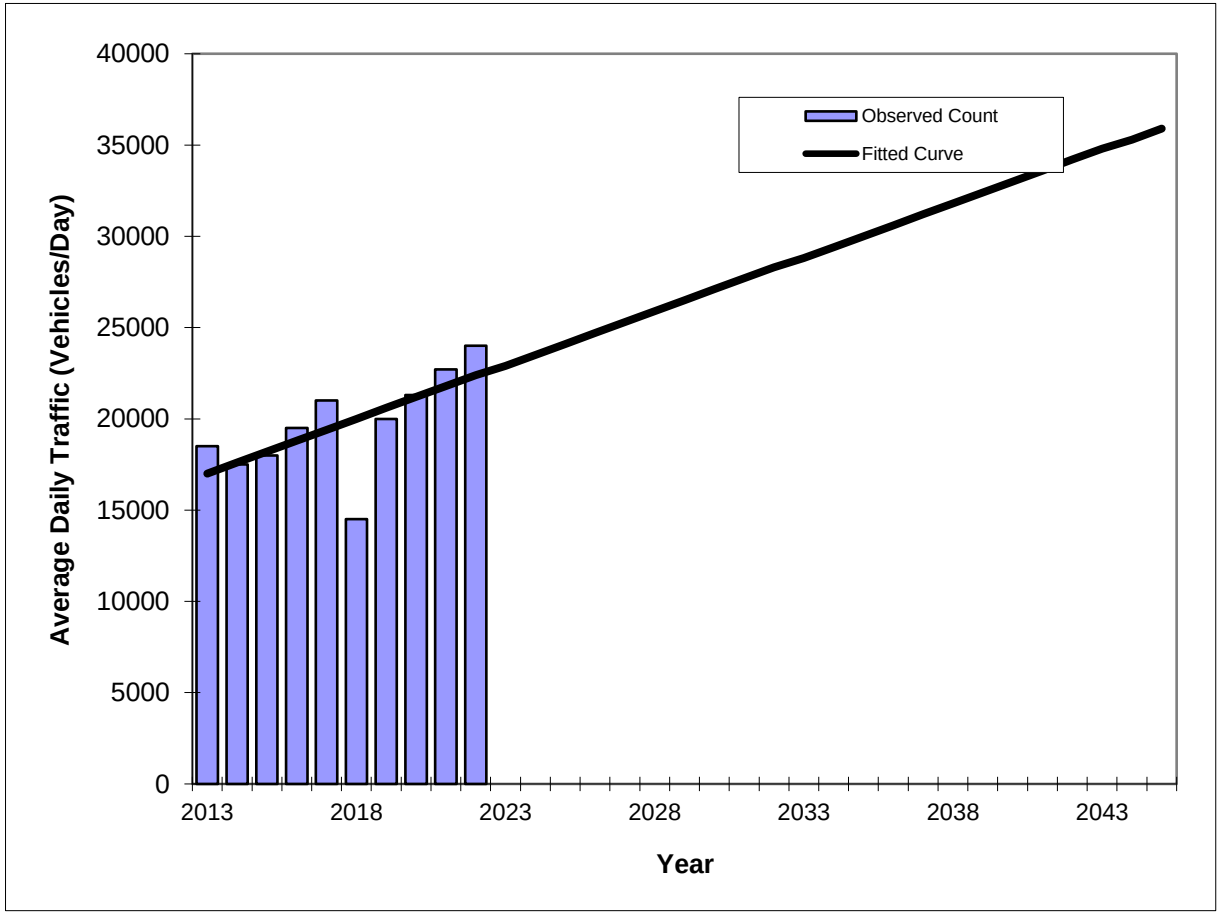
Decaying Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/Normandy Drive -- 100 feet west of Rue Versailles

County:	Miami-Dade (87)
Station #:	0115
Highway:	SR 934/Normandy Drive



Year	Traffic (ADT/AADT) Count*	Trend**
2013	18500	17000
2014	17500	17600
2015	18000	18200
2016	19500	18800
2017	21000	19400
2018	14500	20000
2019	20000	20600
2020	21300	21200
2021	22700	21800
2022	24000	22400

Trend R-squared:	42.23%
Trend Annual Historic Growth Rate:	3.53%
Printed:	26-May-23

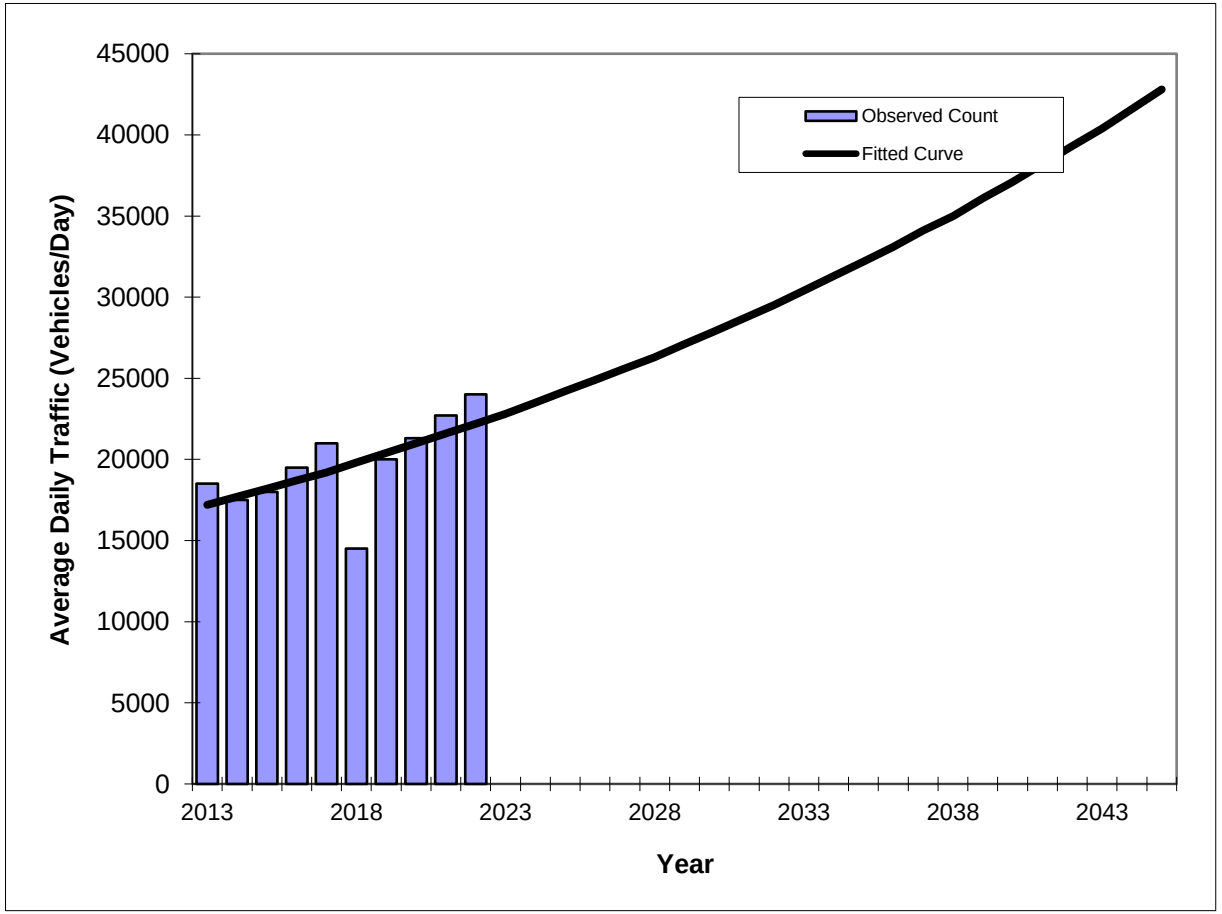
Straight Line Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/Normandy Drive -- 100 feet west of Rue Versailles

County:	Miami-Dade (87)
Station #:	0115
Highway:	SR 934/Normandy Drive



Year	Traffic (ADT/AADT) Count*	Trend**
2013	18500	17200
2014	17500	17700
2015	18000	18200
2016	19500	18700
2017	21000	19200
2018	14500	19800
2019	20000	20400
2020	21300	21000
2021	22700	21600
2022	24000	22200

Trend R-squared:	35.62%
Compounded Annual Historic Growth Rate:	2.88%
Printed:	26-May-23

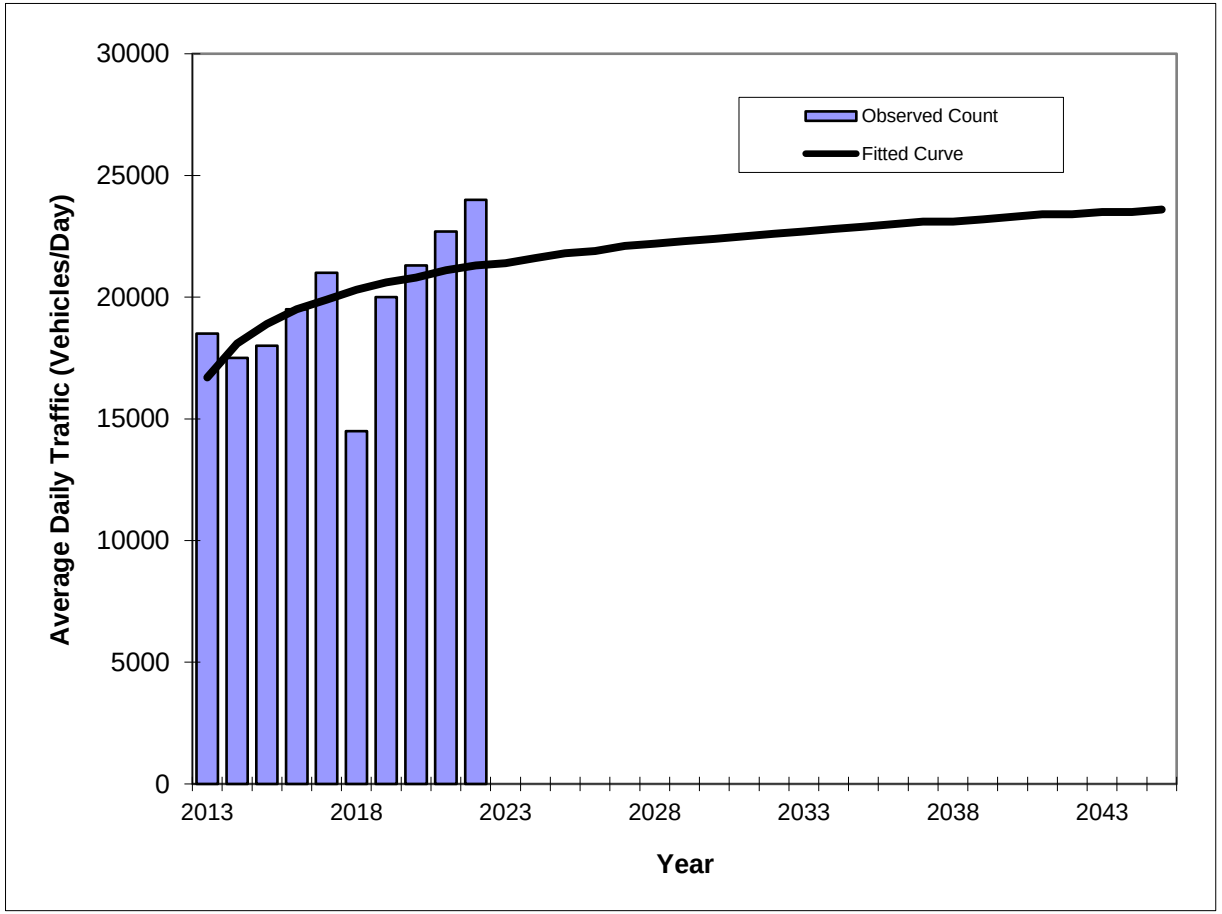
Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/Normandy Drive -- 100 feet west of Rue Versailles

County:	Miami-Dade (87)
Station #:	0115
Highway:	SR 934/Normandy Drive



Year	Traffic (ADT/AADT) Count*	Trend**
2013	18500	16700
2014	17500	18100
2015	18000	18900
2016	19500	19500
2017	21000	19900
2018	14500	20300
2019	20000	20600
2020	21300	20800
2021	22700	21100
2022	24000	21300

Trend R-squared:	27.46%
Compounded Annual Historic Growth Rate:	2.74%
Printed:	26-May-23

Decaying Exponential Growth Option

***Axle-Adjusted**

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 87 - MIAMI-DADE

SITE: 0142 - SR 934/NW/NE 79 ST, 350' WEST OF PELICAN HARBOUR DR

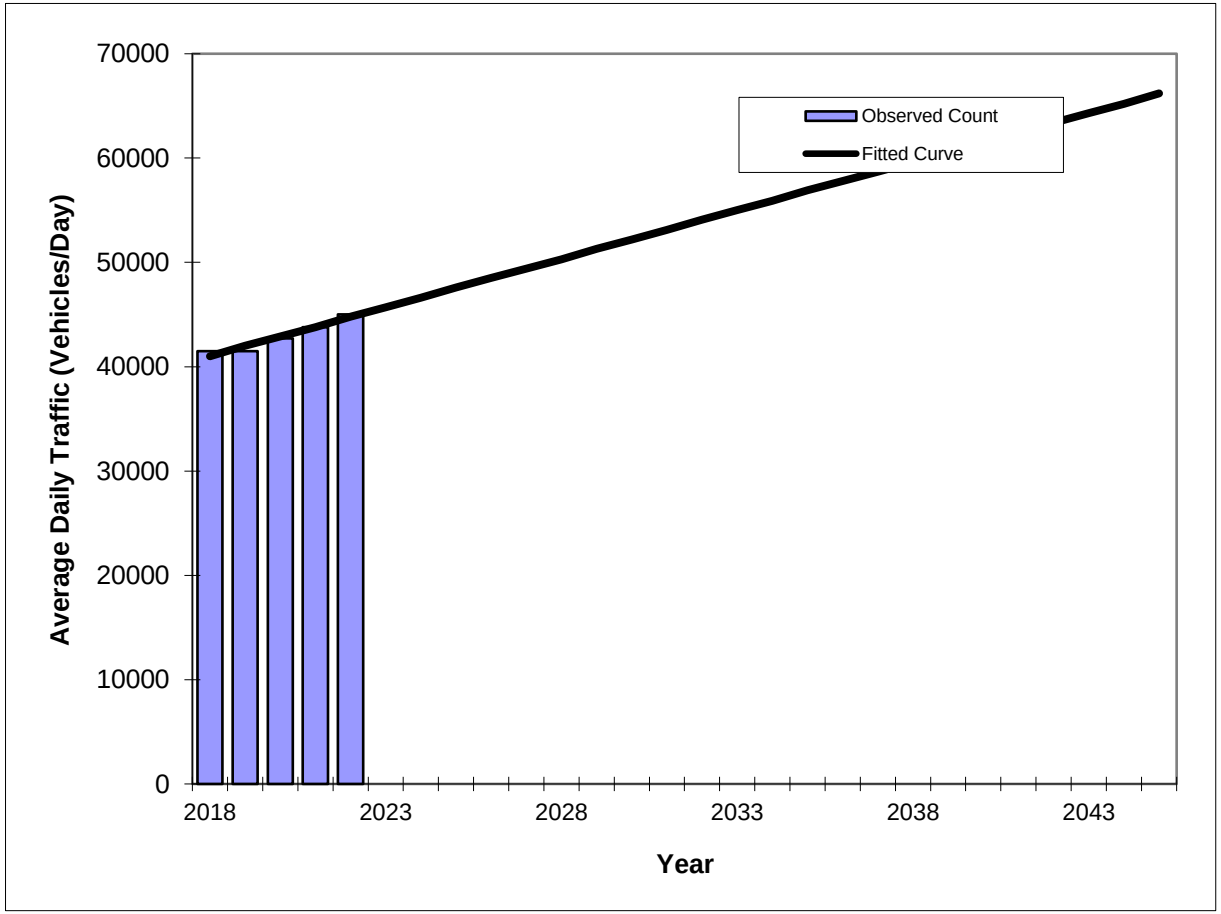
YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	45000 C	E 21500	W 23500	9.00	54.70	2.60
2021	43500 C	E 21000	W 22500	9.00	54.30	4.90
2020	40500 C	E 20000	W 20500	9.00	54.20	4.50
2019	41500 F	E 19500	W 22000	9.00	54.60	6.90
2018	41500 C	E 19500	W 22000	9.00	54.30	6.90
2017	44000 C	E 21500	W 22500	9.00	55.00	2.60
2016	45500 C	E 22500	W 23000	9.00	54.50	3.10
2015	46500 C	E 22500	W 24000	9.00	54.70	4.90
2014	39000 C	E 19500	W 19500	9.00	54.50	4.70
2013	39000 C	E 20500	W 18500	9.00	52.40	4.00
2012	43000 C	E 21500	W 21500	9.00	55.70	4.10
2011	39500 C	E 19500	W 20000	9.00	55.10	4.30
2010	39500 C	E 20500	W 19000	8.98	54.08	4.30
2009	35500 C	E 16500	W 19000	8.99	53.24	3.90
2008	37000 C	E 17500	W 19500	9.09	55.75	3.80
2007	38500 F	E 19000	W 19500	8.01	54.34	4.00

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends

SR 934/79th Street -- 350 feet west of Pelican Harbour Drive

County:	Miami-Dade (87)
Station #:	0142
Highway:	SR 934/79th Street



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2018	41500	41000
2019	41500	42000
2020	42700	42900
2021	43800	43800
2022	45000	44800

Trend R-squared:	94.22%
Trend Annual Historic Growth Rate:	2.32%
Printed:	26-May-23

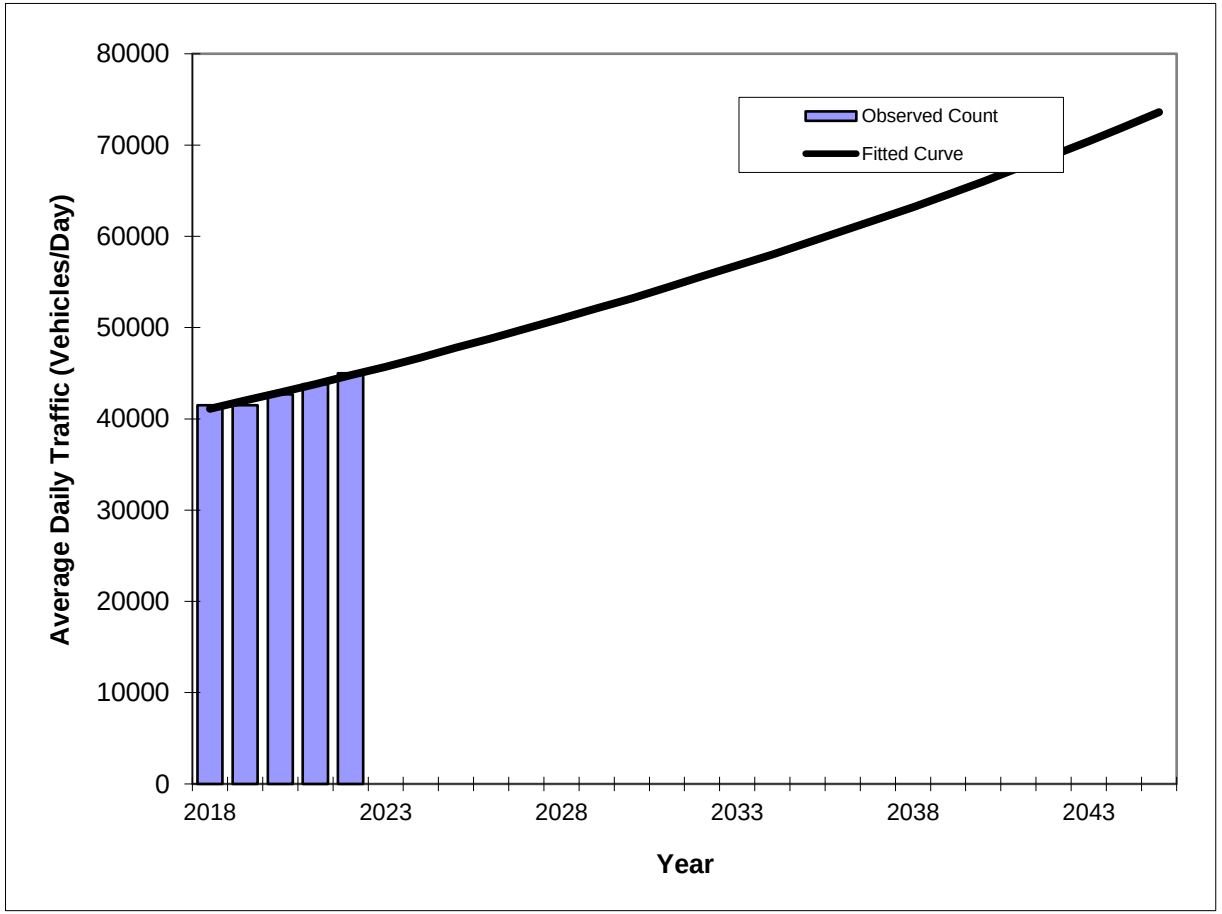
Straight Line Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/79th Street -- 350 feet west of Pelican Harbour Drive

County:	Miami-Dade (87)
Station #:	0142
Highway:	SR 934/79th Street



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2018	41500	41100
2019	41500	42000
2020	42700	42900
2021	43800	43800
2022	45000	44800

Trend R-squared:	94.39%
Compounded Annual Historic Growth Rate:	2.18%
Printed:	26-May-23

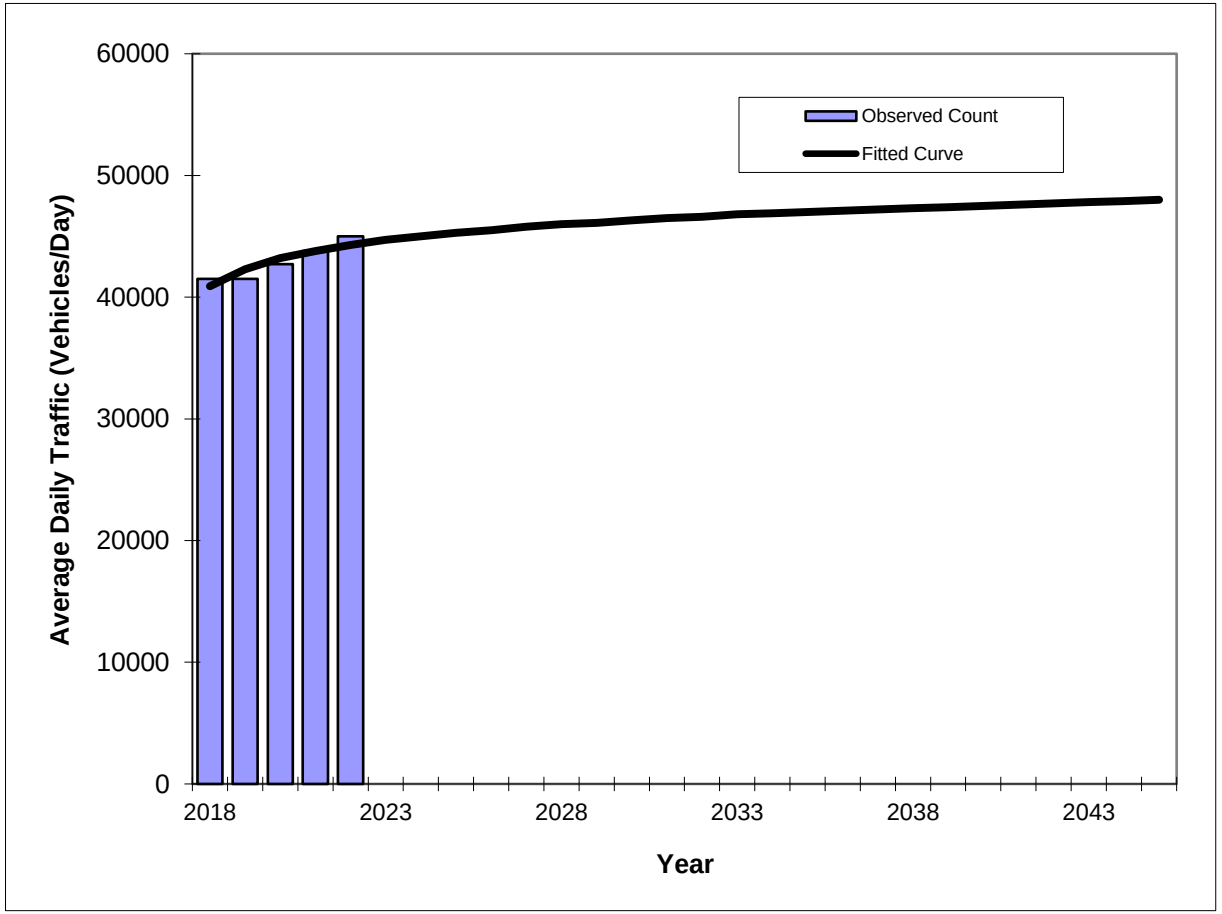
Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/79th Street -- 350 feet west of Pelican Harbour Drive

County:	Miami-Dade (87)
Station #:	0142
Highway:	SR 934/79th Street



Year	Traffic (ADT/AADT) Count*	Trend**
2018	41500	40900
2019	41500	42300
2020	42700	43200
2021	43800	43800
2022	45000	44300

Trend R-squared:	79.67%
Compounded Annual Historic Growth Rate:	2.02%
Printed:	26-May-23

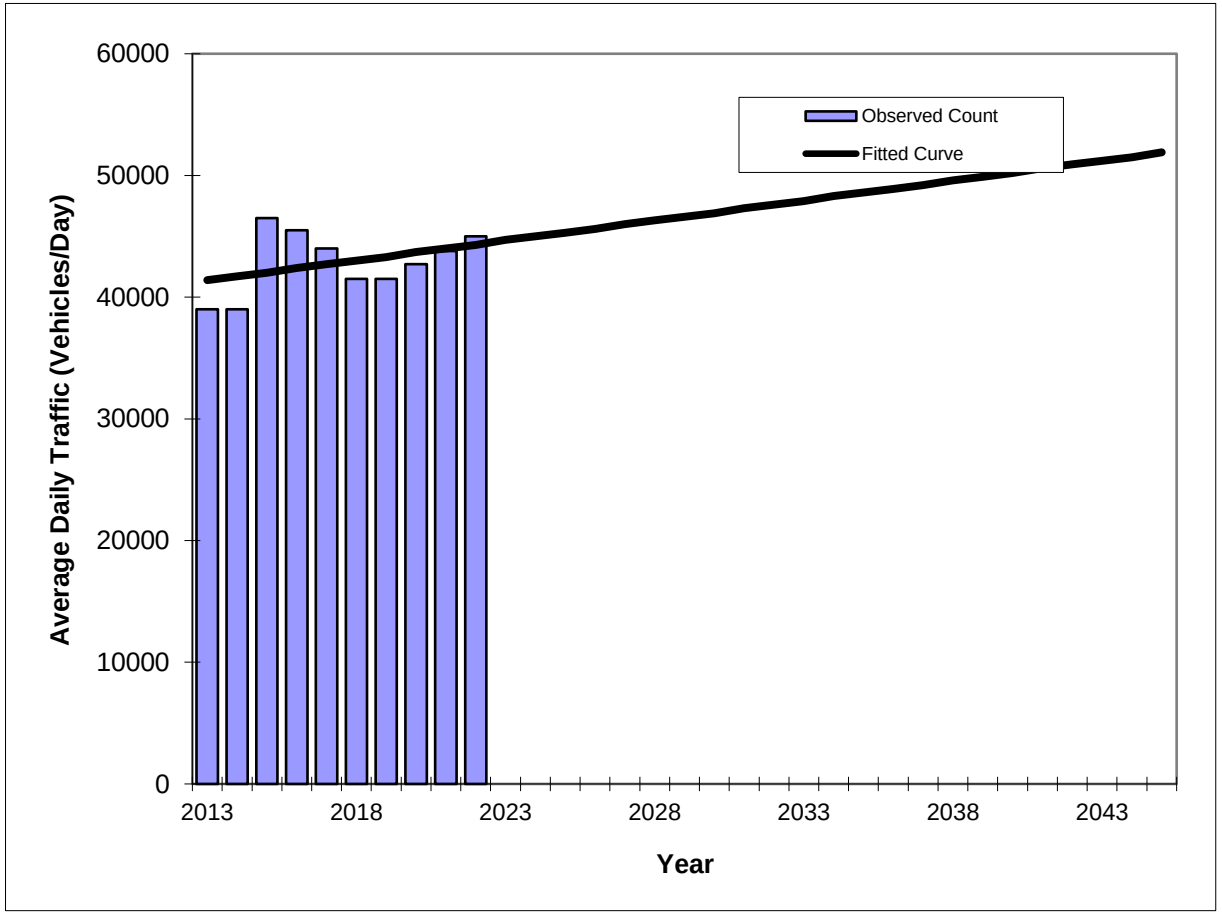
Decaying Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/79th Street -- 350 feet west of Pelican Harbour Drive

County:	Miami-Dade (87)
Station #:	0142
Highway:	SR 934/79th Street



Year	Traffic (ADT/AADT) Count*	Trend**
2013	39000	41400
2014	39000	41700
2015	46500	42000
2016	45500	42400
2017	44000	42700
2018	41500	43000
2019	41500	43300
2020	42700	43700
2021	43800	44000
2022	45000	44300

Trend R-squared:	14.66%
Trend Annual Historic Growth Rate:	0.78%
Printed:	26-May-23

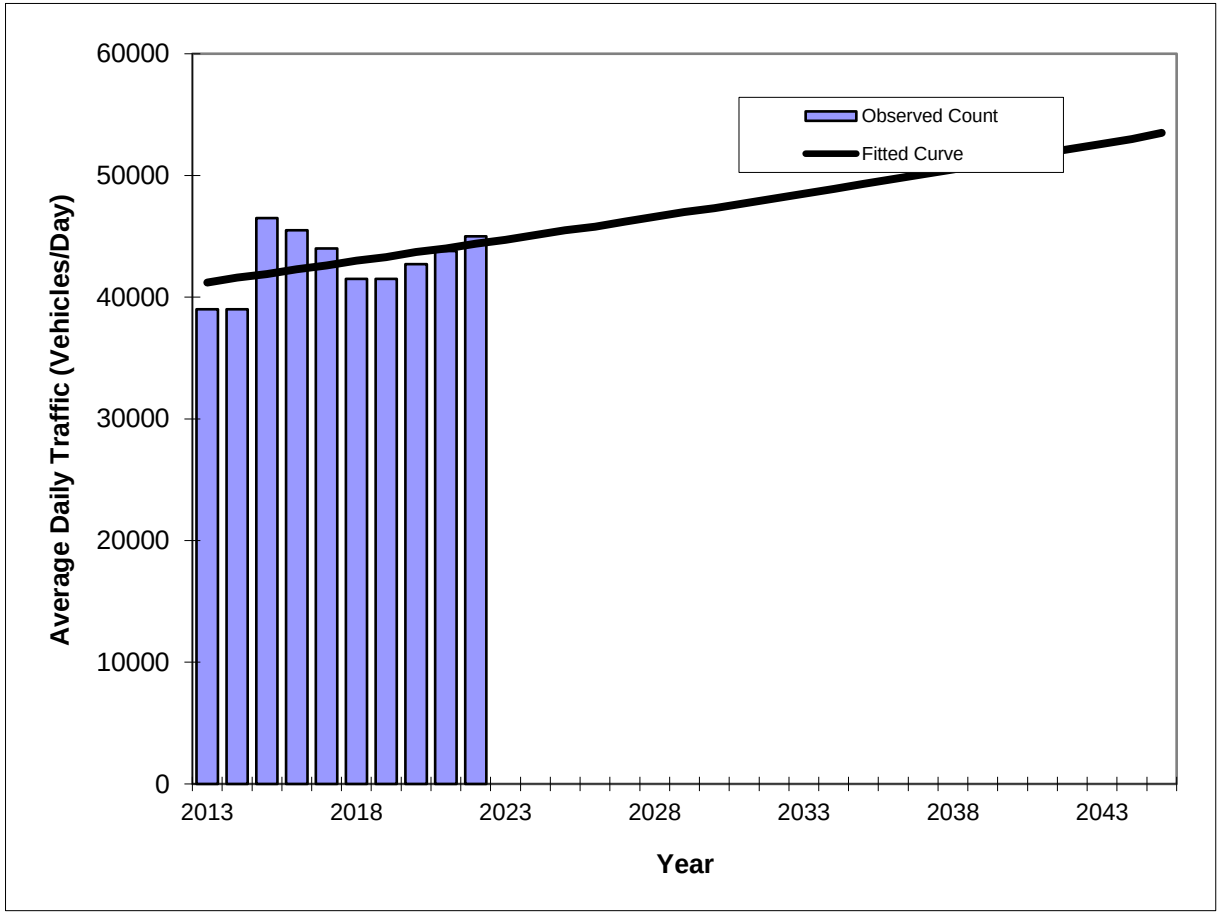
Straight Line Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/79th Street -- 350 feet west of Pelican Harbour Drive

County:	Miami-Dade (87)
Station #:	0142
Highway:	SR 934/79th Street



Year	Traffic (ADT/AADT) Count*	Trend**
2013	39000	41200
2014	39000	41600
2015	46500	41900
2016	45500	42300
2017	44000	42600
2018	41500	43000
2019	41500	43300
2020	42700	43700
2021	43800	44000
2022	45000	44400

Trend R-squared:	16.17%
Compounded Annual Historic Growth Rate:	0.83%
Printed:	26-May-23

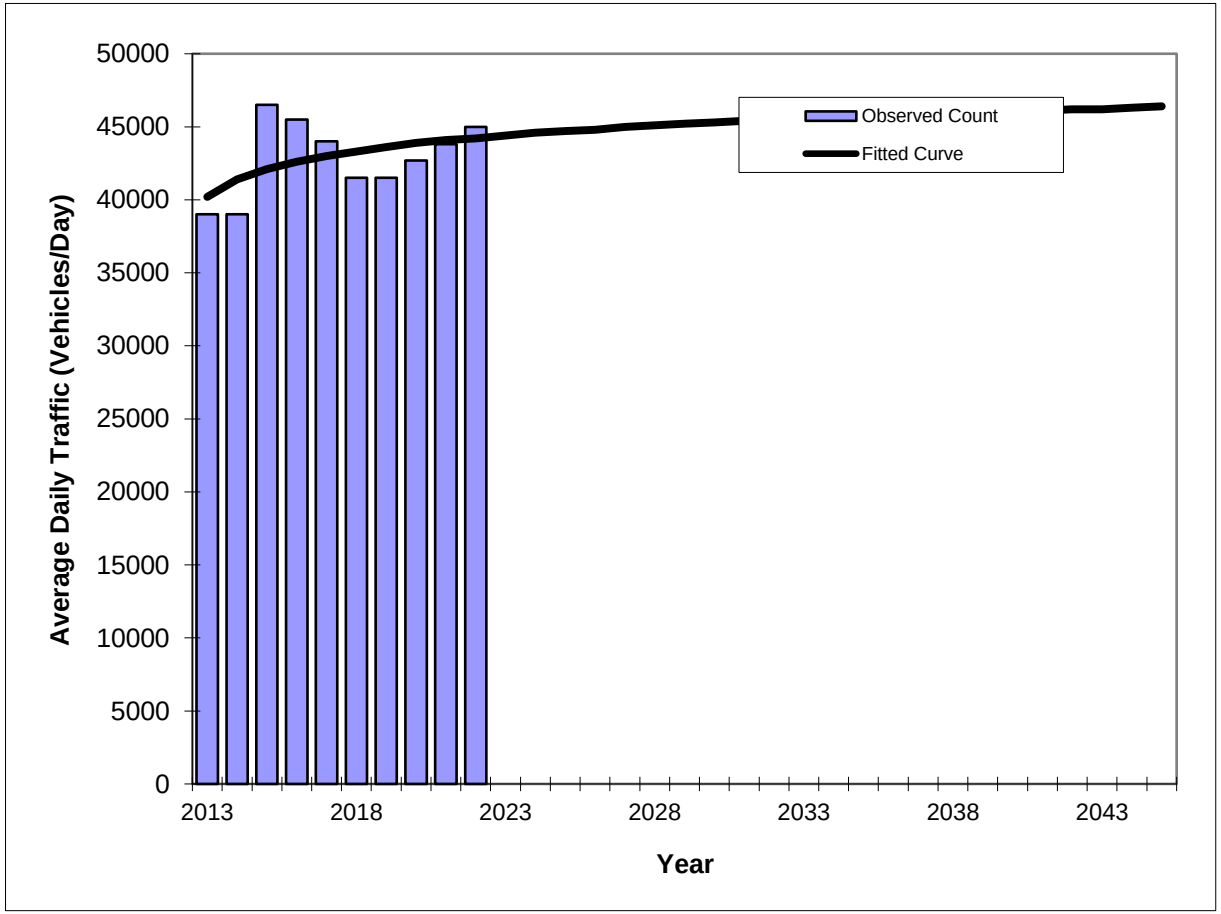
Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/79th Street -- 350 feet west of Pelican Harbour Drive

County:	Miami-Dade (87)
Station #:	0142
Highway:	SR 934/79th Street



Year	Traffic (ADT/AADT) Count*	Trend**
2013	39000	40200
2014	39000	41400
2015	46500	42100
2016	45500	42600
2017	44000	43000
2018	41500	43300
2019	41500	43600
2020	42700	43900
2021	43800	44100
2022	45000	44200

Trend R-squared:	24.96%
Compounded Annual Historic Growth Rate:	1.06%
Printed:	26-May-23

Decaying Exponential Growth Option

***Axle-Adjusted**

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 87 - MIAMI-DADE

SITE: 0533 - SR 934/N BAY CSWY, 450' EAST OF ADVENTURE AVE

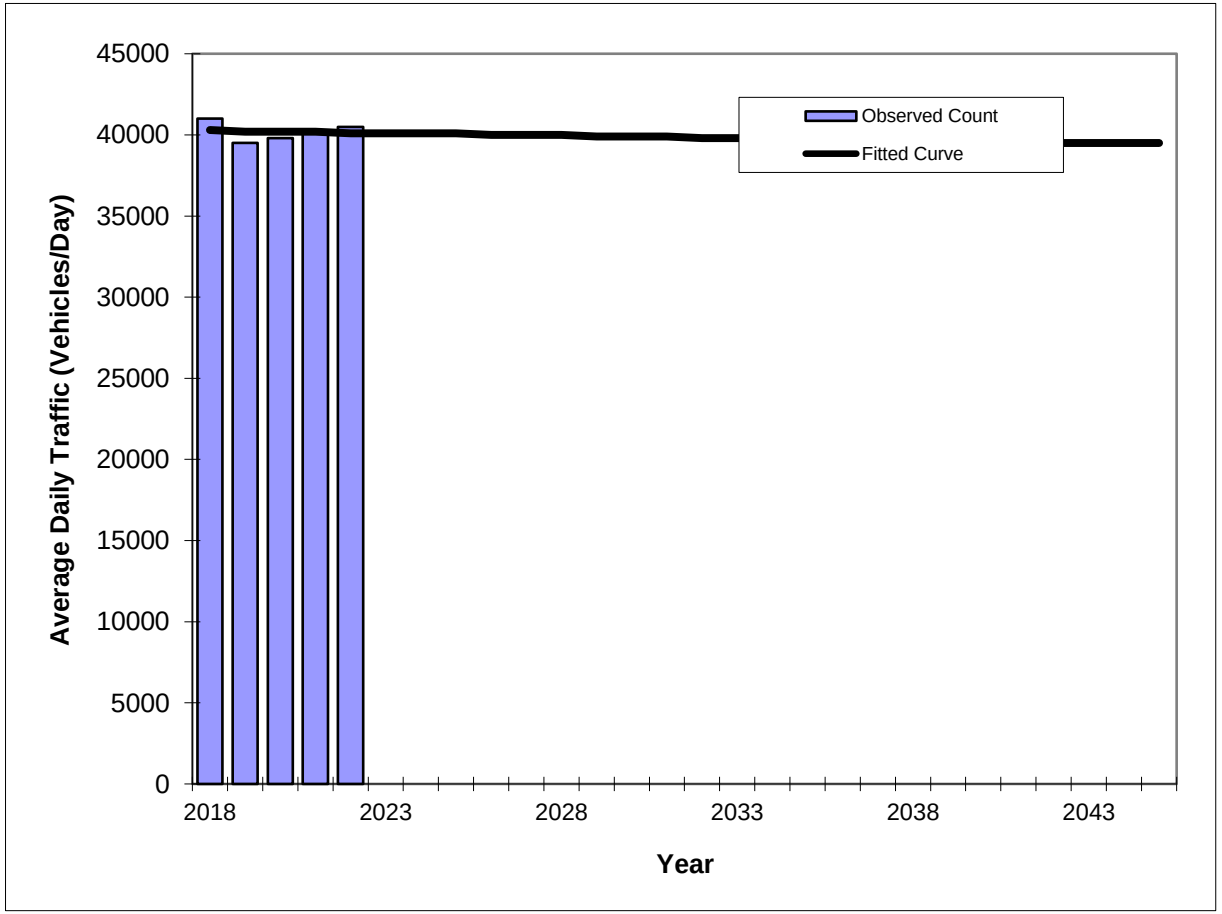
YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	40500 C	E 19500	W 21000	9.00	54.70	2.90
2021	39000 C	E 19500	W 19500	9.00	54.30	5.40
2020	37000 C	E 18500	W 18500	9.00	54.20	2.10
2019	39500 C	E 21500	W 18000	9.00	54.60	6.40
2018	41000 C	E 21000	W 20000	9.00	54.30	4.60
2017	39500 C	E 20000	W 19500	9.00	55.00	8.40
2016	30500 C	E 15500	W 15000	9.00	54.50	8.70
2015	37500 C	E 18500	W 19000	9.00	54.70	11.80
2014	27500 C	E 12500	W 15000	9.00	54.50	10.40
2013	36500 C	E 17500	W 19000	9.00	52.40	9.00
2012	36500 C	E 18000	W 18500	9.00	55.70	10.50
2011	38000 C	E 17500	W 20500	9.00	55.10	10.50
2010	35500 C	E 17500	W 18000	8.98	54.08	9.50
2009	29500 C	E 15000	W 14500	8.99	53.24	8.40
2008	30500 C	E 15500	W 15000	9.09	55.75	9.60
2007	31500 C	E 16000	W 15500	8.01	54.34	6.60

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends

SR 934/North Bay Causeway -- 450 feet east of Adventure Avenue

County:	Miami-Dade (87)
Station #:	0533
Highway:	SR 934/North Bay Causeway



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2018	41000	40300
2019	39500	40200
2020	39800	40200
2021	40200	40200
2022	40500	40100

Trend R-squared:	0.65%
Trend Annual Historic Growth Rate:	-0.12%
Printed:	26-May-23

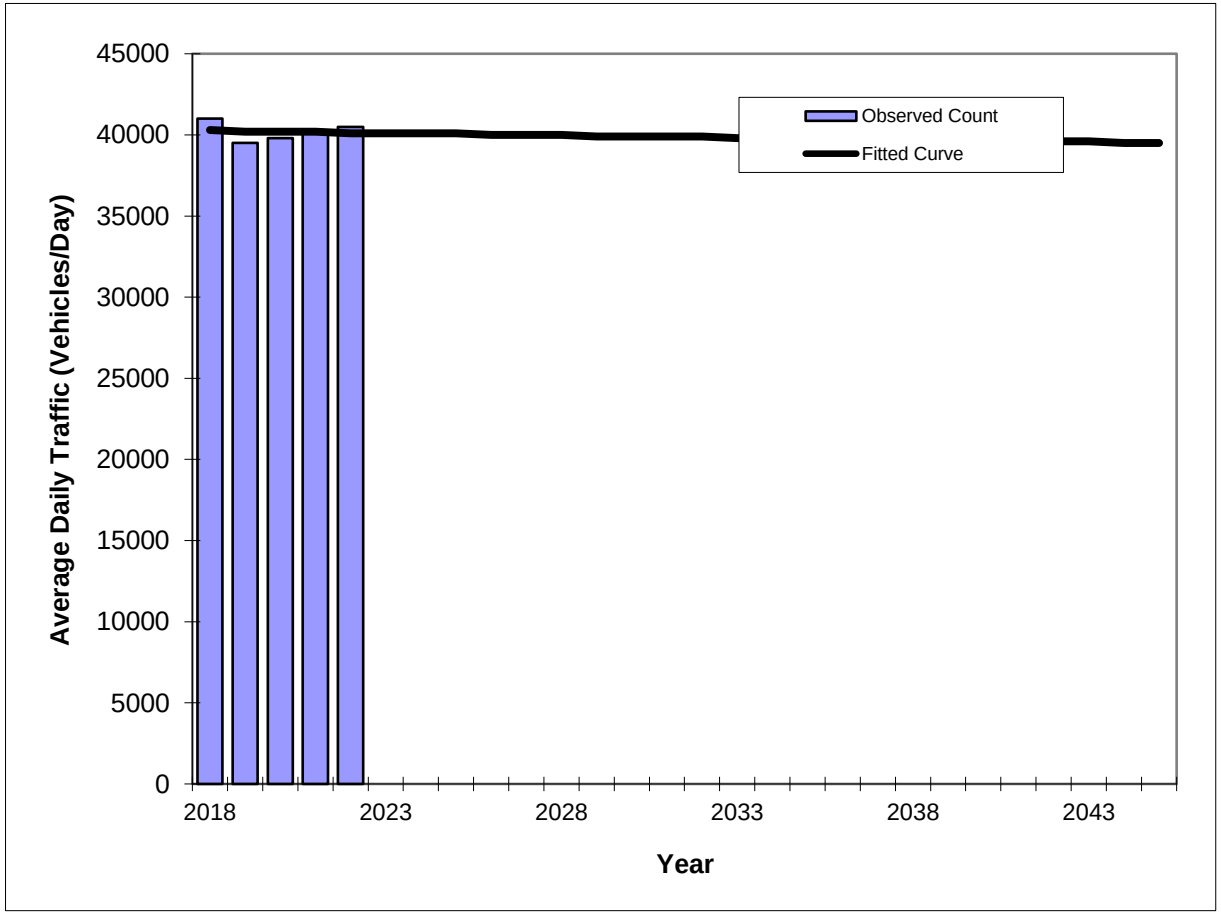
Straight Line Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/North Bay Causeway -- 450 feet east of Adventure Avenue

County:	Miami-Dade (87)
Station #:	0533
Highway:	SR 934/North Bay Causeway



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2018	41000	40300
2019	39500	40200
2020	39800	40200
2021	40200	40200
2022	40500	40100

Trend R-squared:	0.57%
Compounded Annual Historic Growth Rate:	-0.12%
Printed:	26-May-23

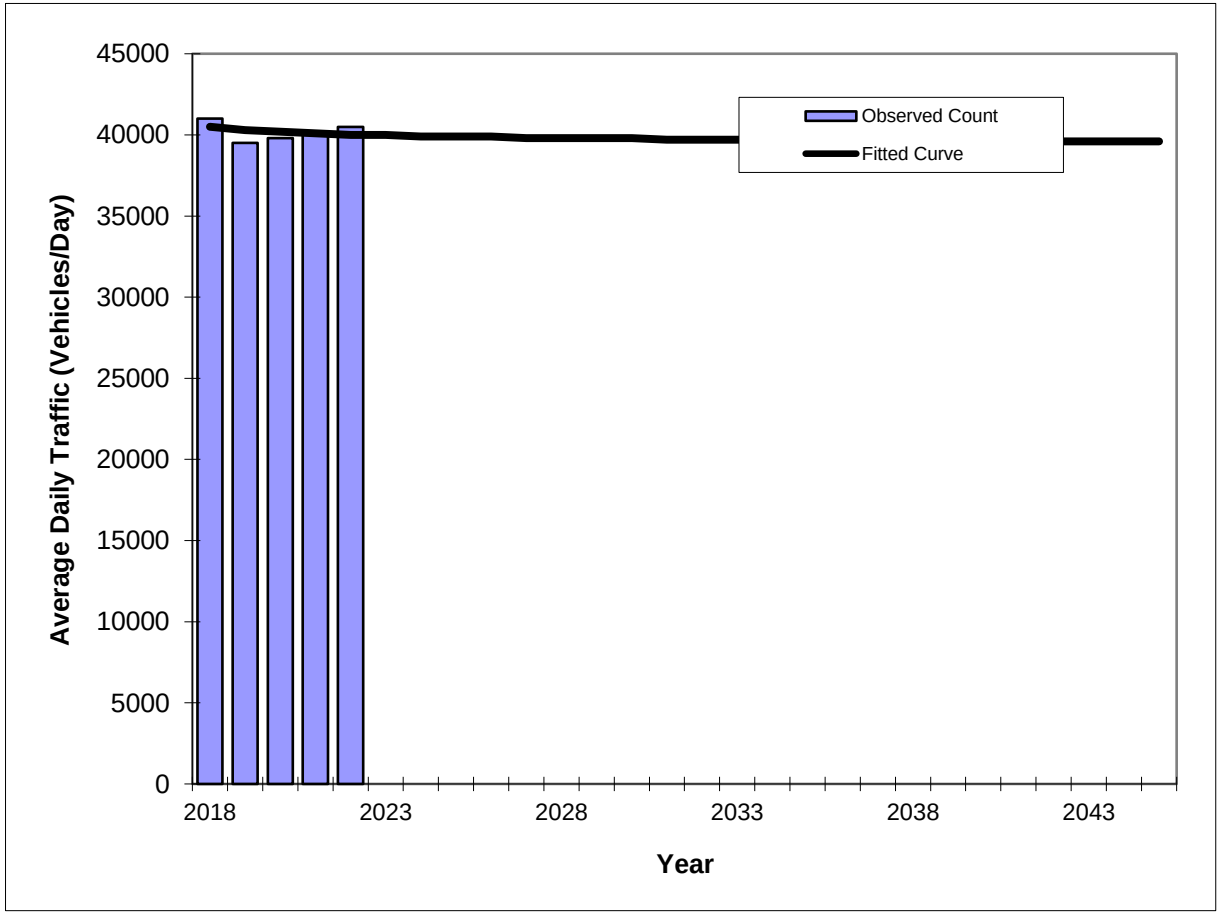
Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/North Bay Causeway -- 450 feet east of Adventure Avenue

County:	Miami-Dade (87)
Station #:	0533
Highway:	SR 934/North Bay Causeway



Year	Traffic (ADT/AADT) Count*	Trend**
2018	41000	40500
2019	39500	40300
2020	39800	40200
2021	40200	40100
2022	40500	40000

Trend R-squared:	8.76%
Compounded Annual Historic Growth Rate:	-0.31%
Printed:	26-May-23

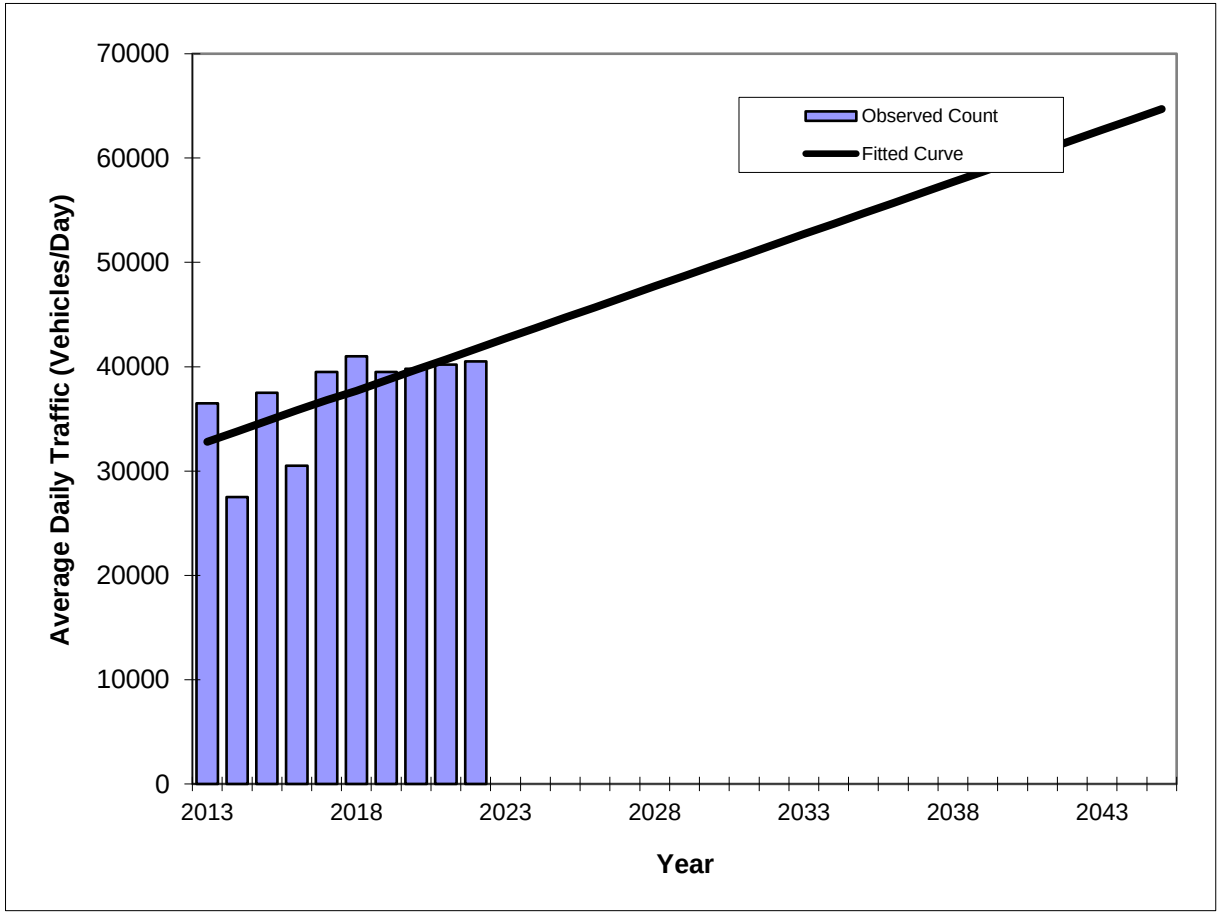
Decaying Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/North Bay Causeway -- 450 feet east of Adventure Avenue

County:	Miami-Dade (87)
Station #:	0533
Highway:	SR 934/North Bay Causeway



Year	Traffic (ADT/AADT) Count*	Trend**
2013	36500	32800
2014	27500	33800
2015	37500	34800
2016	30500	35800
2017	39500	36800
2018	41000	37700
2019	39500	38700
2020	39800	39700
2021	40200	40700
2022	40500	41700

Trend R-squared:	43.10%
Trend Annual Historic Growth Rate:	3.01%
Printed:	26-May-23

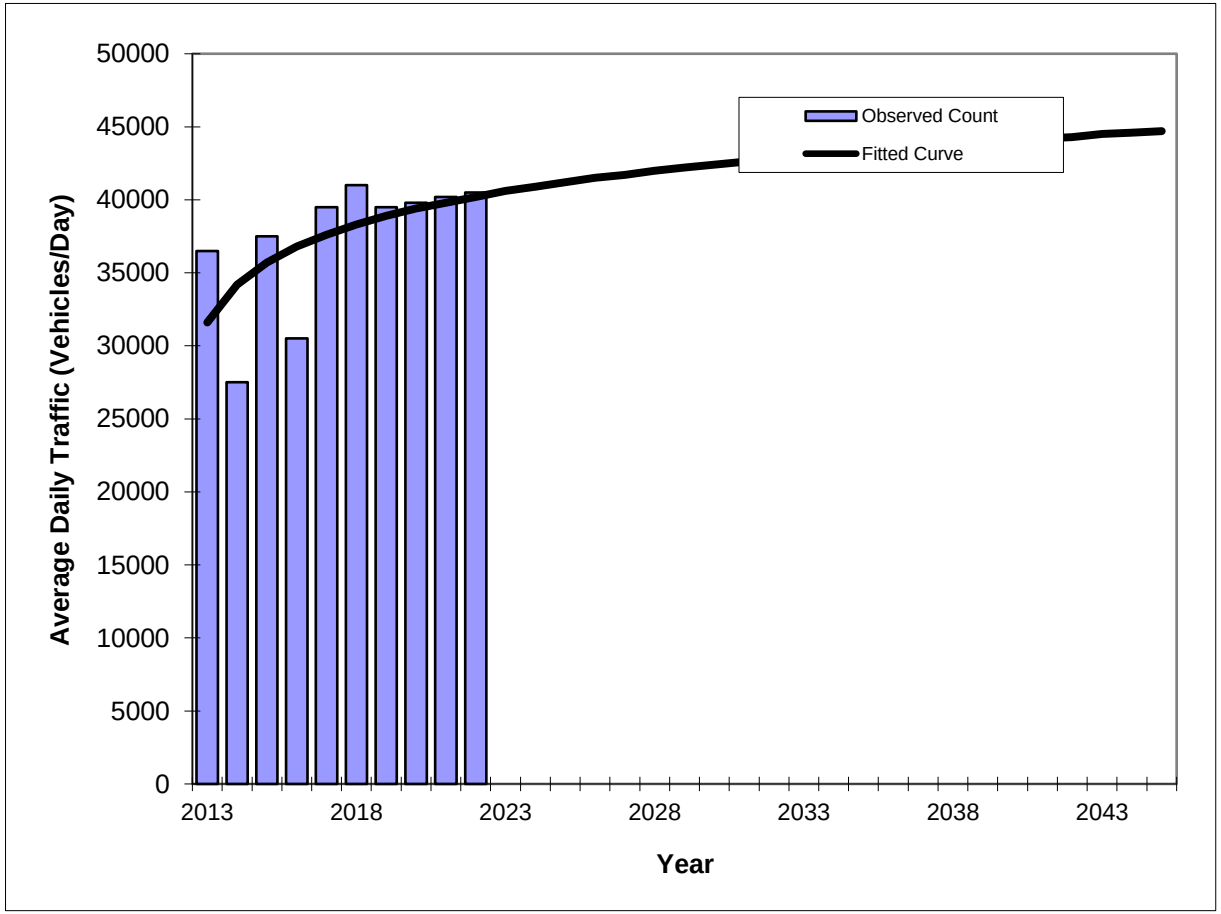
Straight Line Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/North Bay Causeway -- 450 feet east of Adventure Avenue

County:	Miami-Dade (87)
Station #:	0533
Highway:	SR 934/North Bay Causeway



Trend R-squared:	35.61%
Compounded Annual Historic Growth Rate:	2.71%
Printed:	26-May-23

Decaying Exponential Growth Option

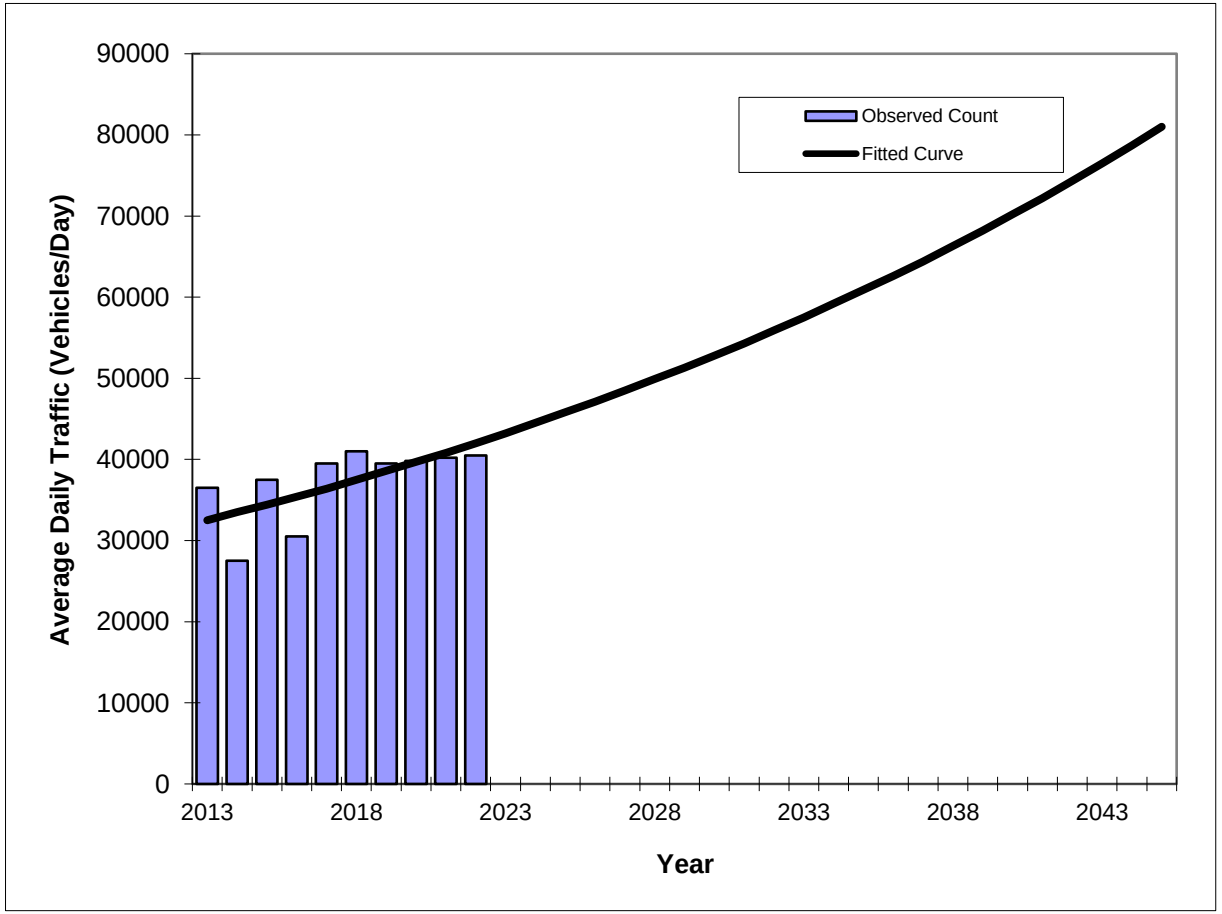
Year	Traffic (ADT/AADT) Count*	Trend**
2013	36500	31600
2014	27500	34200
2015	37500	35700
2016	30500	36800
2017	39500	37600
2018	41000	38300
2019	39500	38900
2020	39800	39400
2021	40200	39800
2022	40500	40200

***Axle-Adjusted**

Traffic Trends

SR 934/North Bay Causeway -- 450 feet east of Adventure Avenue

County:	Miami-Dade (87)
Station #:	0533
Highway:	SR 934/North Bay Causeway



Year	Traffic (ADT/AADT) Count*	Trend**
2013	36500	32500
2014	27500	33500
2015	37500	34400
2016	30500	35400
2017	39500	36400
2018	41000	37500
2019	39500	38600
2020	39800	39700
2021	40200	40800
2022	40500	42000

*Axle-Adjusted

Trend R-squared:	40.60%
Compounded Annual Historic Growth Rate:	2.89%
Printed:	26-May-23

Exponential Growth Option

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 87 - MIAMI-DADE

SITE: 5191 - SR934/NE 79TH ST/NORTH BAY CSWY/71ST ST, 100' W OF RUE VERSAILLES

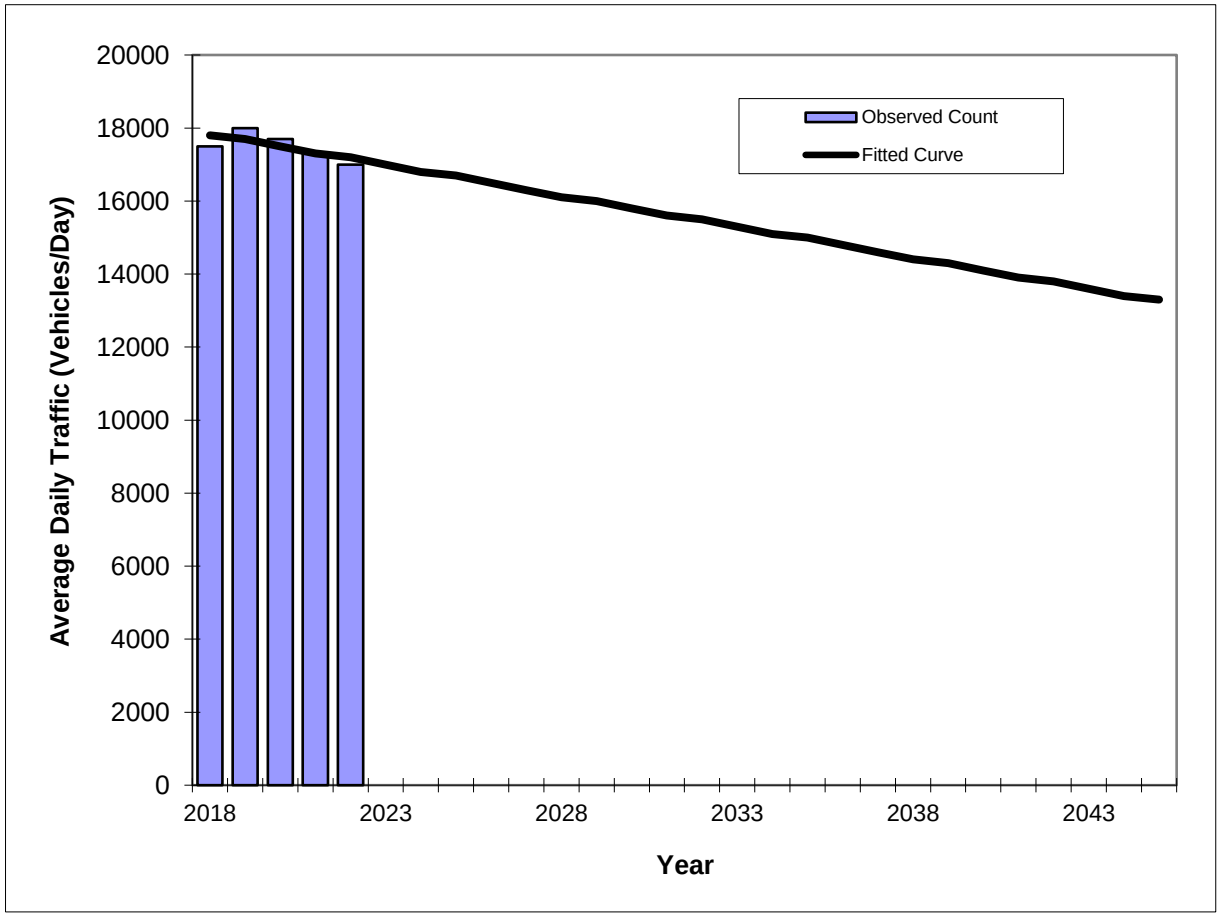
YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	17000 C	E 17000	0	9.00	99.90	6.80
2021	16000 C	E 16000	0	9.00	99.90	8.70
2020	13500 C	E 13500	0	9.00	99.90	7.60
2019	18000 C	E 18000	0	9.00	99.90	10.20
2018	17500 C	E 17500	0	9.00	99.90	8.50
2017	17000 C	E 17000	0	9.00	99.90	6.90
2016	18500 C	E 18500	0	9.00	99.90	7.20
2015	19000 C	E 19000	0	9.00	99.90	11.80
2014	16500 C	E 16500		9.00	99.90	10.40
2013	20500 C	E 20500	0	9.00	99.90	9.00
2012	19500 C	E 19500	0	9.00	99.90	10.50
2011	18500 C	E 18500	0	9.00	99.90	10.50
2010	16500 C	E 16500	0	8.98	99.99	9.50
2009	17500 C	E 17500	0	8.99	99.99	8.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends

SR 934/NE 79th Street/North Bay Causeway/71st Street -- 100 feet west of Rue Versailles

County:	Miami-Dade (87)
Station #:	5191
Highway:	34/NE 79th Street/North Bay Causeway/71st



Year	Traffic (ADT/AADT) Count*	Trend**
2018	17500	17800
2019	18000	17700
2020	17700	17500
2021	17300	17300
2022	17000	17200

Trend R-squared:	49.83%
Trend Annual Historic Growth Rate:	-0.84%
Printed:	26-May-23

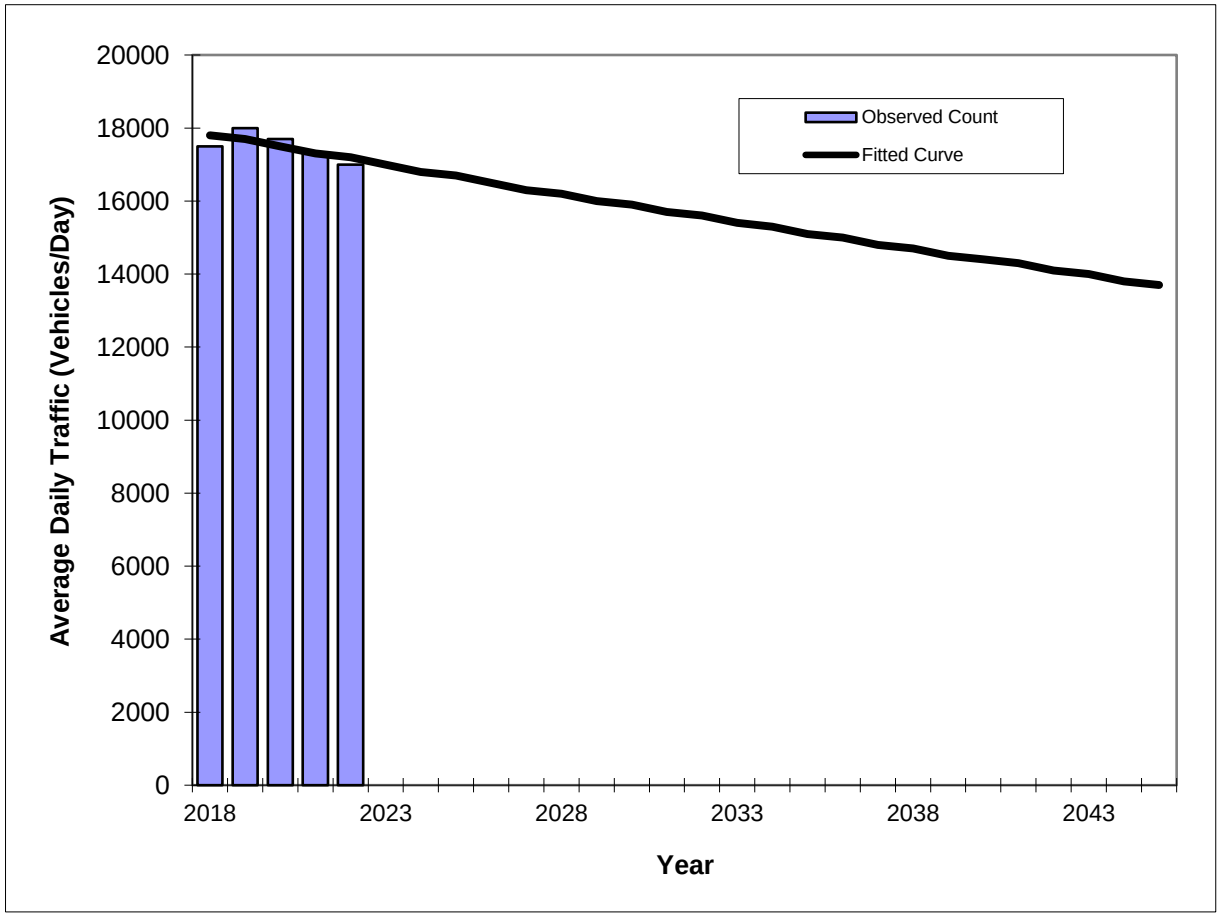
Straight Line Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/NE 79th Street/North Bay Causeway/71st Street -- 100 feet west of Rue Versailles

County:	Miami-Dade (87)
Station #:	5191
Highway:	34/NE 79th Street/North Bay Causeway/71st



Year	Traffic (ADT/AADT) Count*	Trend**
2018	17500	17800
2019	18000	17700
2020	17700	17500
2021	17300	17300
2022	17000	17200

Trend R-squared:	50.31%
Compounded Annual Historic Growth Rate:	-0.85%
Printed:	26-May-23

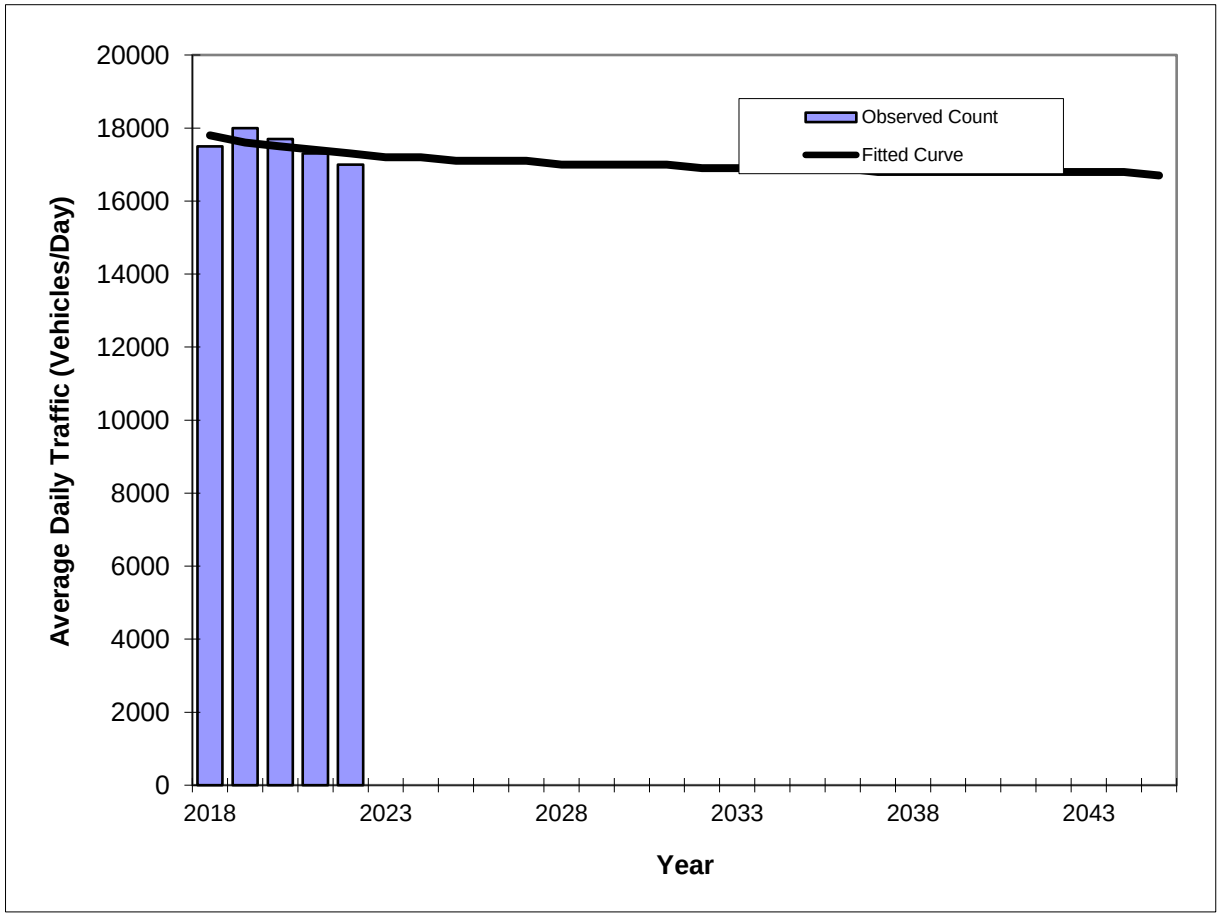
Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/NE 79th Street/North Bay Causeway/71st Street -- 100 feet west of Rue Versailles

County:	Miami-Dade (87)
Station #:	5191
Highway:	34/NE 79th Street/North Bay Causeway/71st



Year	Traffic (ADT/AADT) Count*	Trend**
2018	17500	17800
2019	18000	17600
2020	17700	17500
2021	17300	17400
2022	17000	17300

Trend R-squared:	28.38%
Compounded Annual Historic Growth Rate:	-0.71%
Printed:	26-May-23

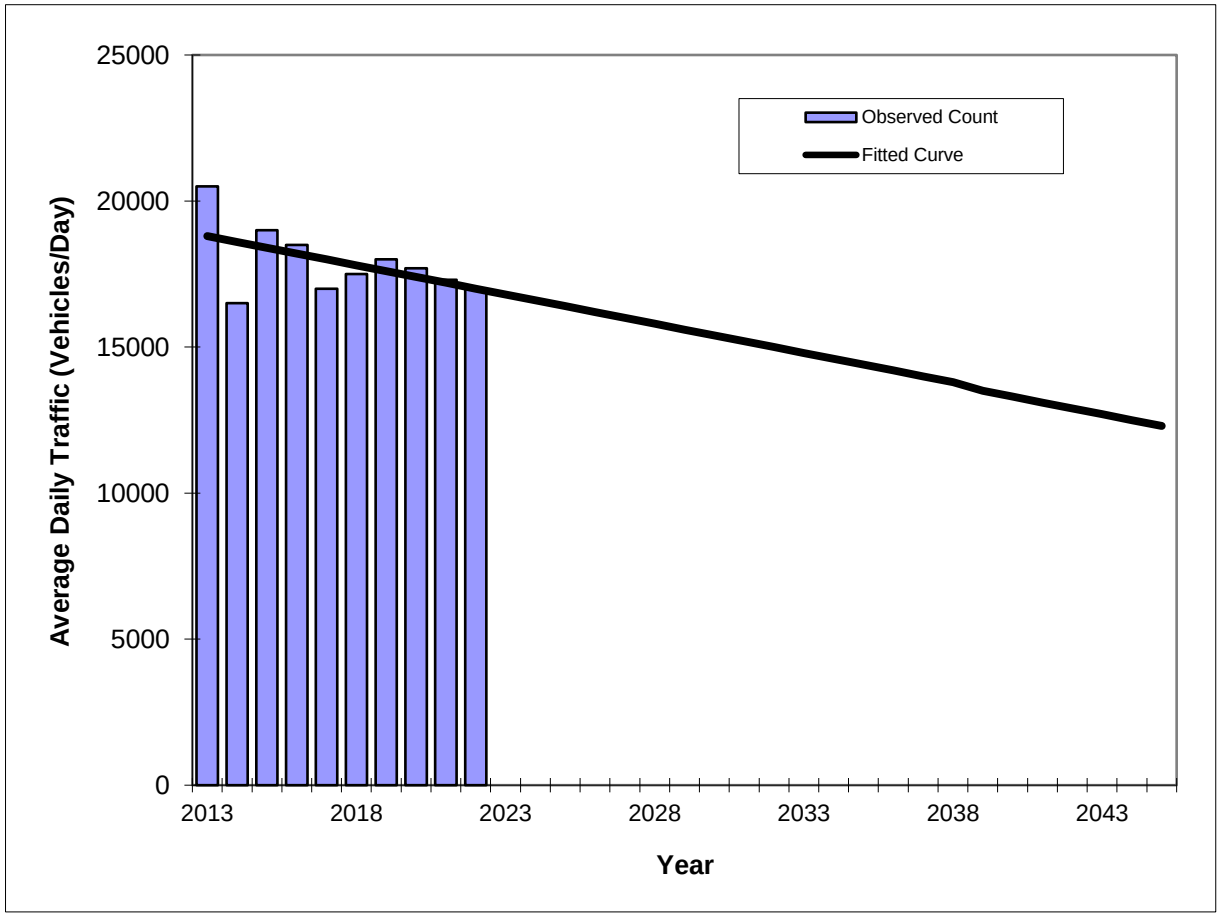
Decaying Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/NE 79th Street/North Bay Causeway/71st Street -- 100 feet west of Rue Versailles

County:	Miami-Dade (87)
Station #:	5191
Highway:	34/NE 79th Street/North Bay Causeway/71st



Year	Traffic (ADT/AADT) Count*	Trend**
2013	20500	18800
2014	16500	18600
2015	19000	18400
2016	18500	18200
2017	17000	18000
2018	17500	17800
2019	18000	17600
2020	17700	17400
2021	17300	17200
2022	17000	17000

Trend R-squared:	27.09%
Trend Annual Historic Growth Rate:	-1.06%
Printed:	26-May-23

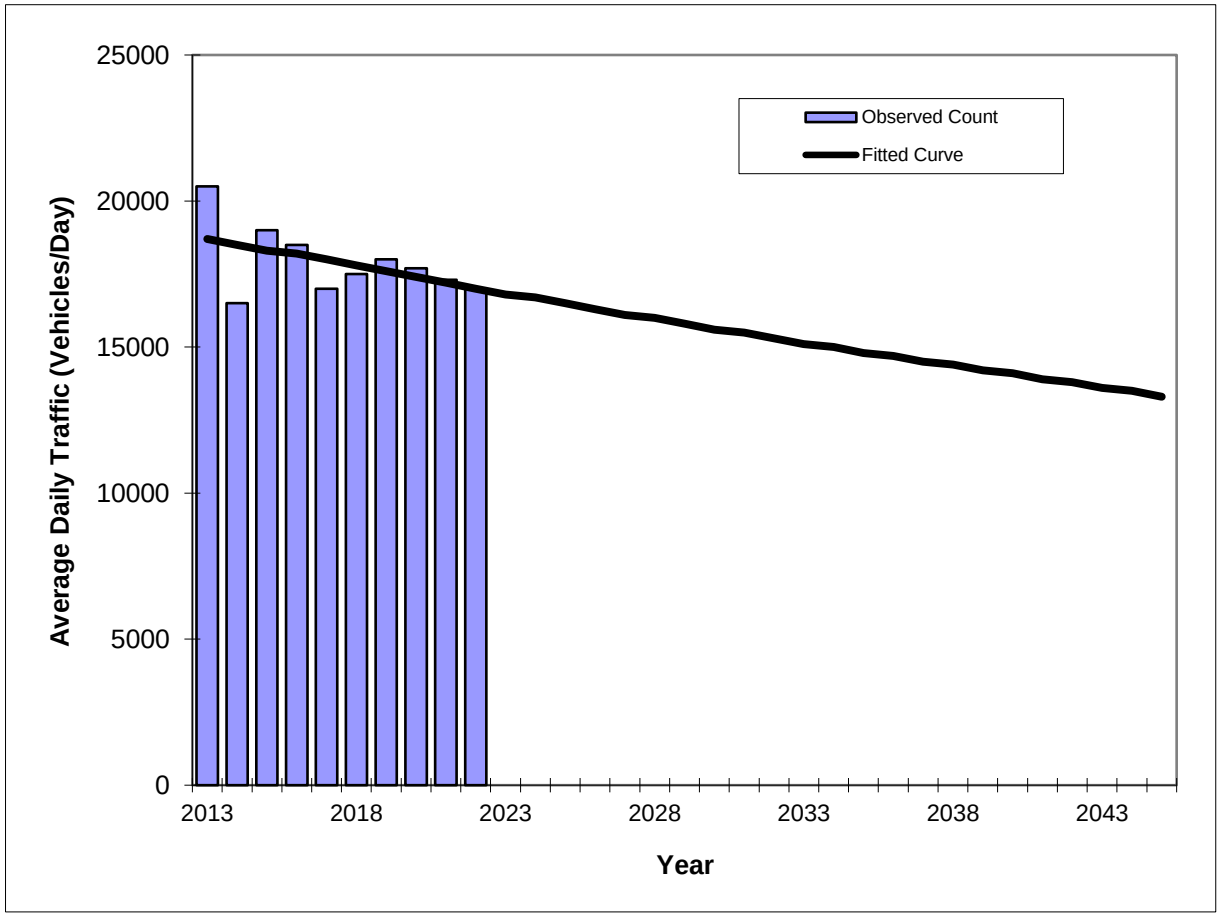
Straight Line Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/NE 79th Street/North Bay Causeway/71st Street -- 100 feet west of Rue Versailles

County:	Miami-Dade (87)
Station #:	5191
Highway:	34/NE 79th Street/North Bay Causeway/71st



Year	Traffic (ADT/AADT) Count*	Trend**
2013	20500	18700
2014	16500	18500
2015	19000	18300
2016	18500	18200
2017	17000	18000
2018	17500	17800
2019	18000	17600
2020	17700	17400
2021	17300	17200
2022	17000	17000

Trend R-squared:	25.55%
Compounded Annual Historic Growth Rate:	-1.05%
Printed:	26-May-23

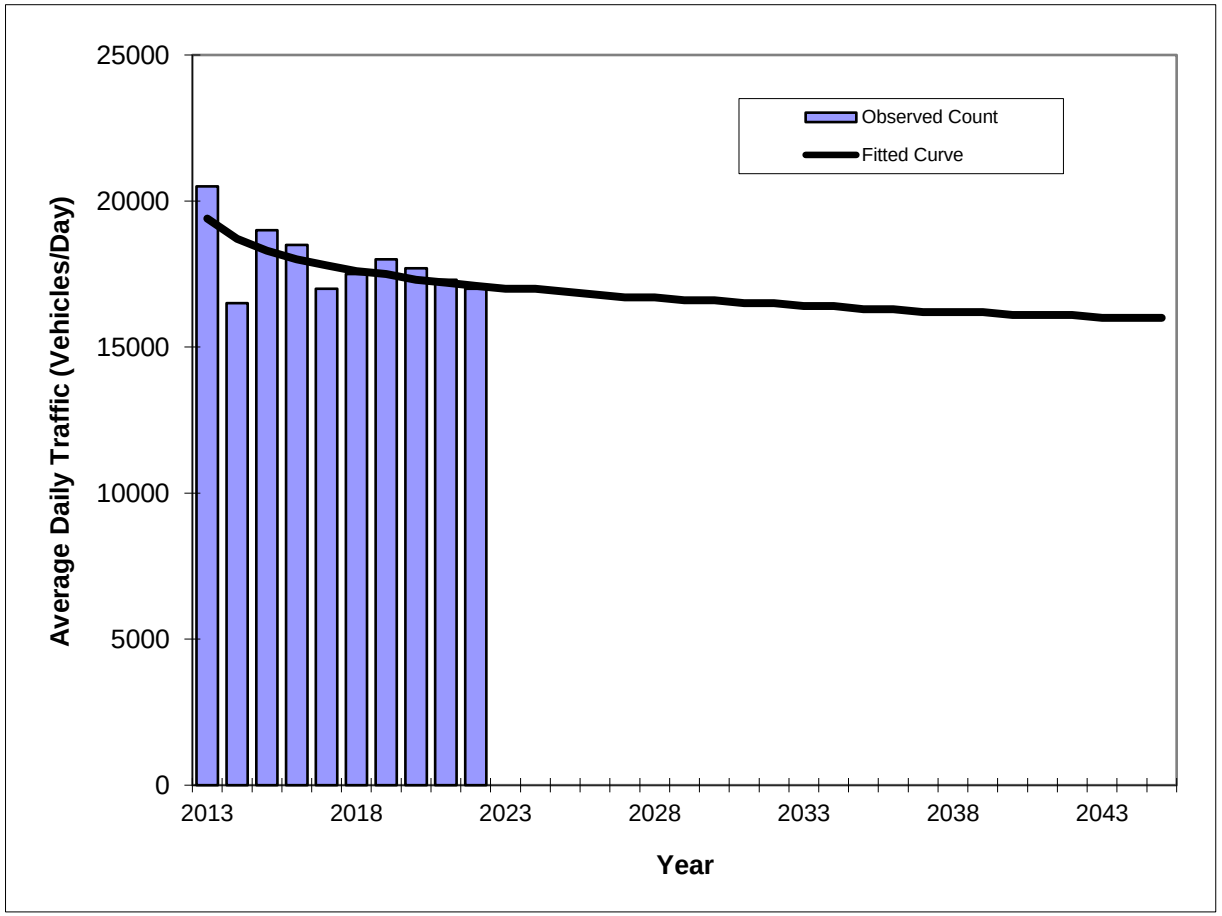
Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 934/NE 79th Street/North Bay Causeway/71st Street -- 100 feet west of Rue Versailles

County:	Miami-Dade (87)
Station #:	5191
Highway:	34/NE 79th Street/North Bay Causeway/71st



Year	Traffic (ADT/AADT) Count*	Trend**
2013	20500	19400
2014	16500	18700
2015	19000	18300
2016	18500	18000
2017	17000	17800
2018	17500	17600
2019	18000	17500
2020	17700	17300
2021	17300	17200
2022	17000	17100

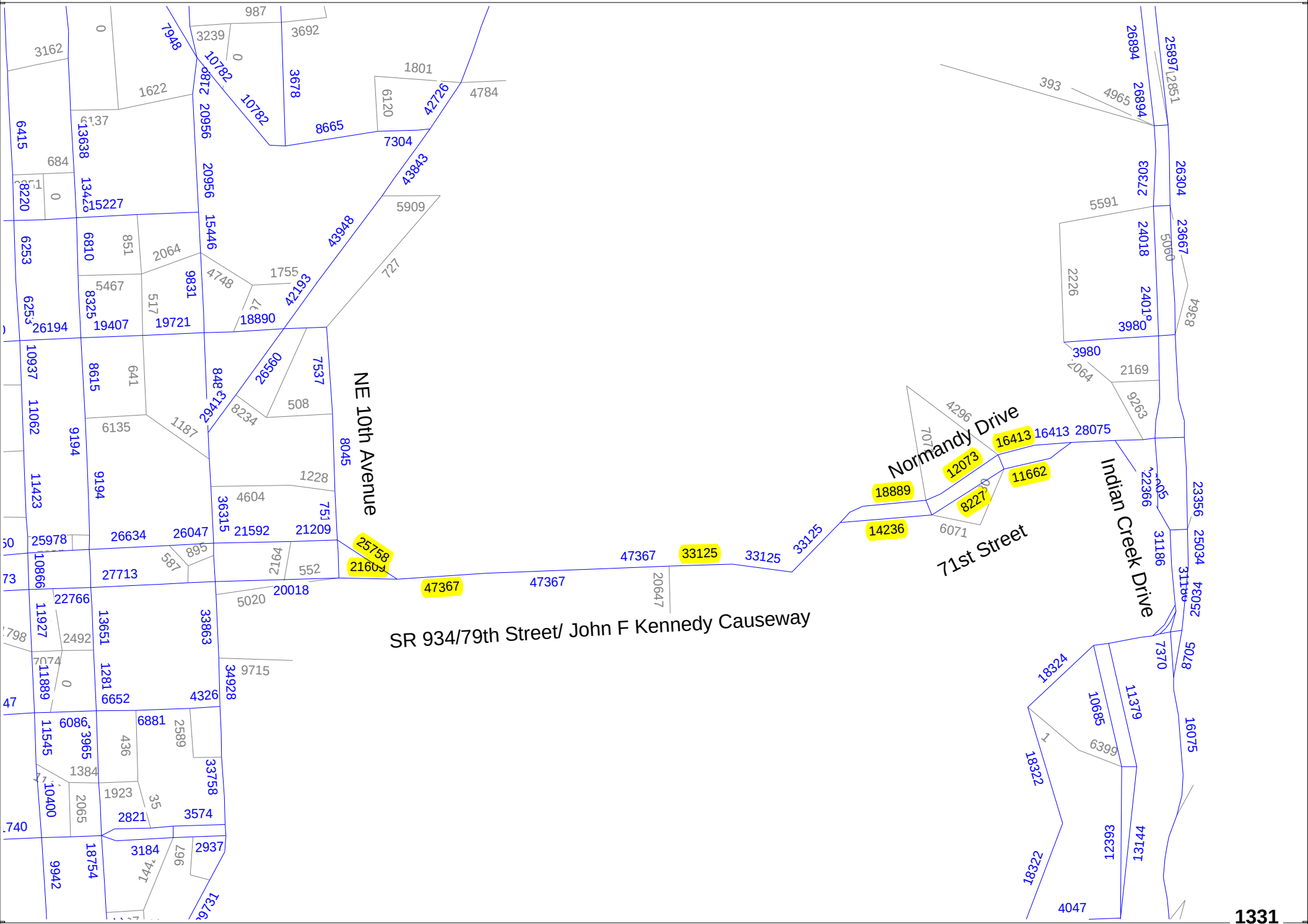
Trend R-squared:	36.72%
Compounded Annual Historic Growth Rate:	-1.39%
Printed:	26-May-23

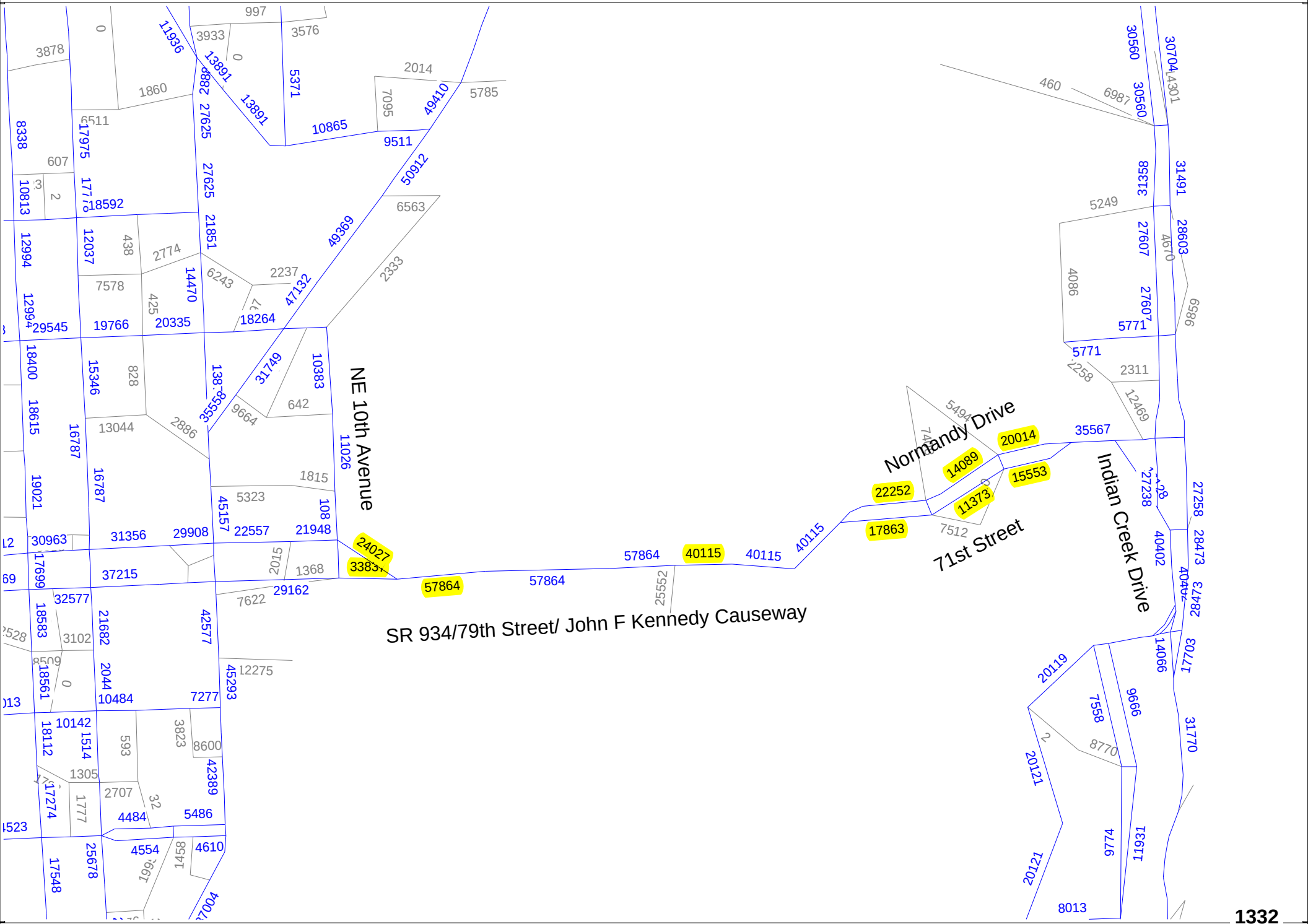
Decaying Exponential Growth Option

***Axle-Adjusted**

SERPM Analysis

SERPM Growth Rate Summary					
Street Name	**2015**	**2045**	**Difference**	**Growth Rate**	**Annual Growth Rate**
SR 934/79th St Causeway/John F Kennedy Causeway	25,758	24,027	-1,731	-6.72%	-0.22%
	21,609	33,837	12,228	56.59%	1.89%
	47,367	57,864	10,497	22.16%	0.74%
	33,125	40,115	6,990	21.10%	0.70%
Normandy Drive	18,889	22,252	3,363	17.80%	0.59%
	12,073	14,089	2,016	16.70%	0.56%
	16,413	20,014	3,601	21.94%	0.73%
71st Street	14,236	17,863	3,627	25.48%	0.85%
	8,227	11,373	3,146	38.24%	1.27%
	11,662	15,553	3,891	33.36%	1.11%
Total	**209,359**	**256,987**	**47,628**	**22.75%**	**0.76%**


NE 10th Avenue
Normandy Drive
71st Street
Indian Creek Drive
SR 934/79th Street/ John F Kennedy Causeway
47367
33125
33125
33125
47367
47367
21609
25758
16413
16413
28075
12073
11662
18889
14236
8227
6071
4296
707
987
3239
3692
3678
1801
6120
4784
42726
7304
8665
10782
10782
2180
20956
20956
15446
43843
43948
42193
5909
727
1755
4748
18890
19721
19407
19194
2064
851
6810
6253
6415
6137
13638
13428
15227
684
1622
1187
6135
8615
641
11062
10937
11423
9194
9194
848
29413
26560
7537
508
8234
8045
1228
4604
36315
21592
21209
751
2164
552
20018
5020
25978
26634
26047
27713
10866
22766
11927
2492
11889
7074
13651
1281
6652
33863
34928
9715
4326
6086
3965
11545
1384
10400
2065
1923
2821
3574
33758
6881
2589
436
35
3184
2937
18754
9942
144
997
26894
26894
25897
12851
393
4965
27308
26304
5591
24018
23667
5060
2226
24018
4938
3980
3980
2064
2169
9263
22366
23356
25034
31186
7370
5078
18324
10685
11379
16075
6399
18322
18322
12393
13144
4047
1331



cube
(Licensed to Kimley Horn and Associates Inc)

Appendix E

Committed Developments

Traffic Impact Analysis
for Submittal to the
City of North Bay Village

1755 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FLORIDA



Kimley»Horn

© 2022 Kimley-Horn and Associates, Inc.

Updated August 2022
February 9, 2022
February 2022
January 2022
December 23, 2021
December 2021
143438001



Figure 5
Peak Hour Project Trip Assignment
1755 Kennedy Causeway
North Bay Village, Florida

Kimley»Horn

© 2022

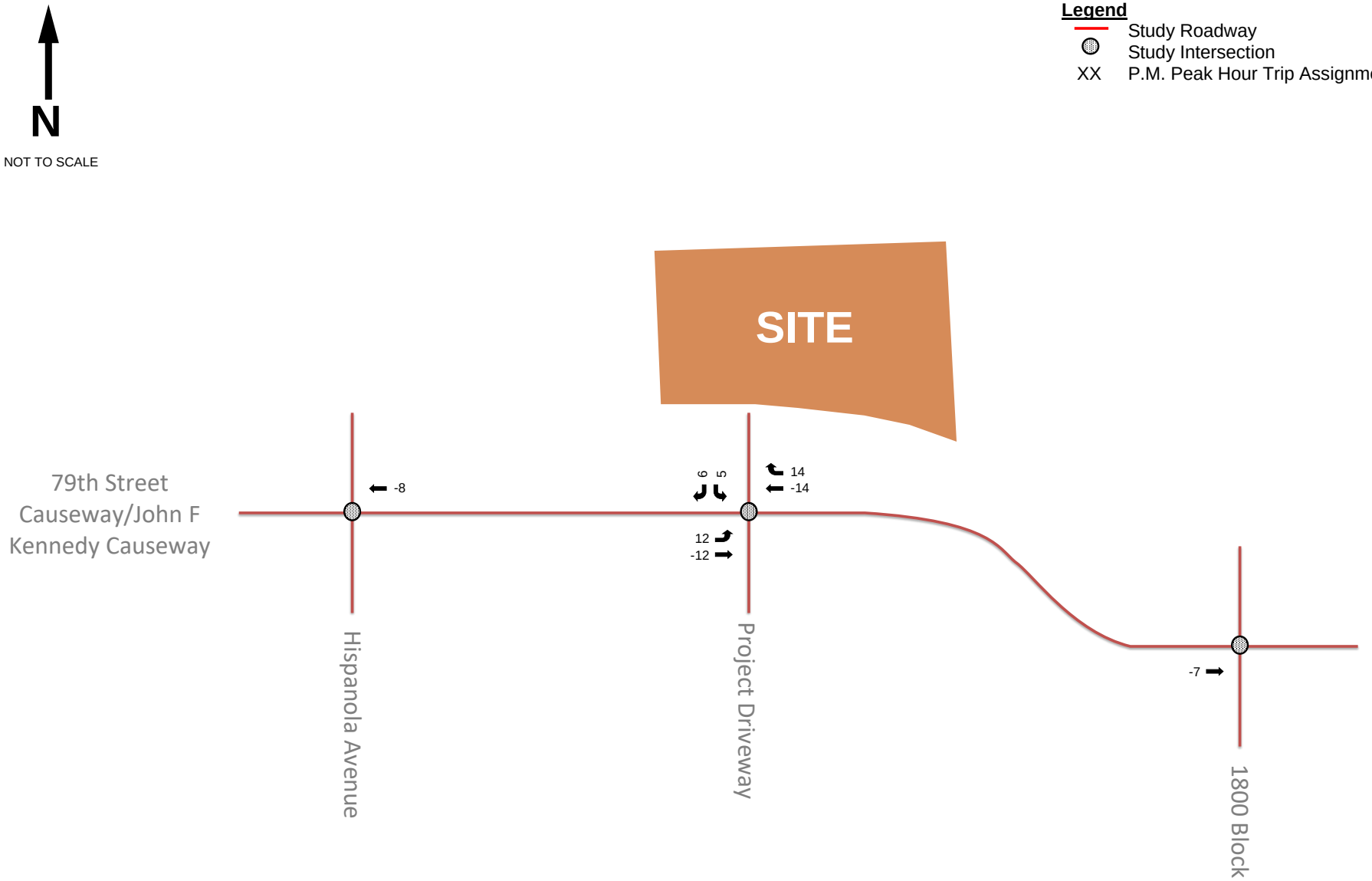


Figure 7
P.M. Peak Hour Pass-by Trip Assignment
1755 Kennedy Causeway
North Bay Village, Florida

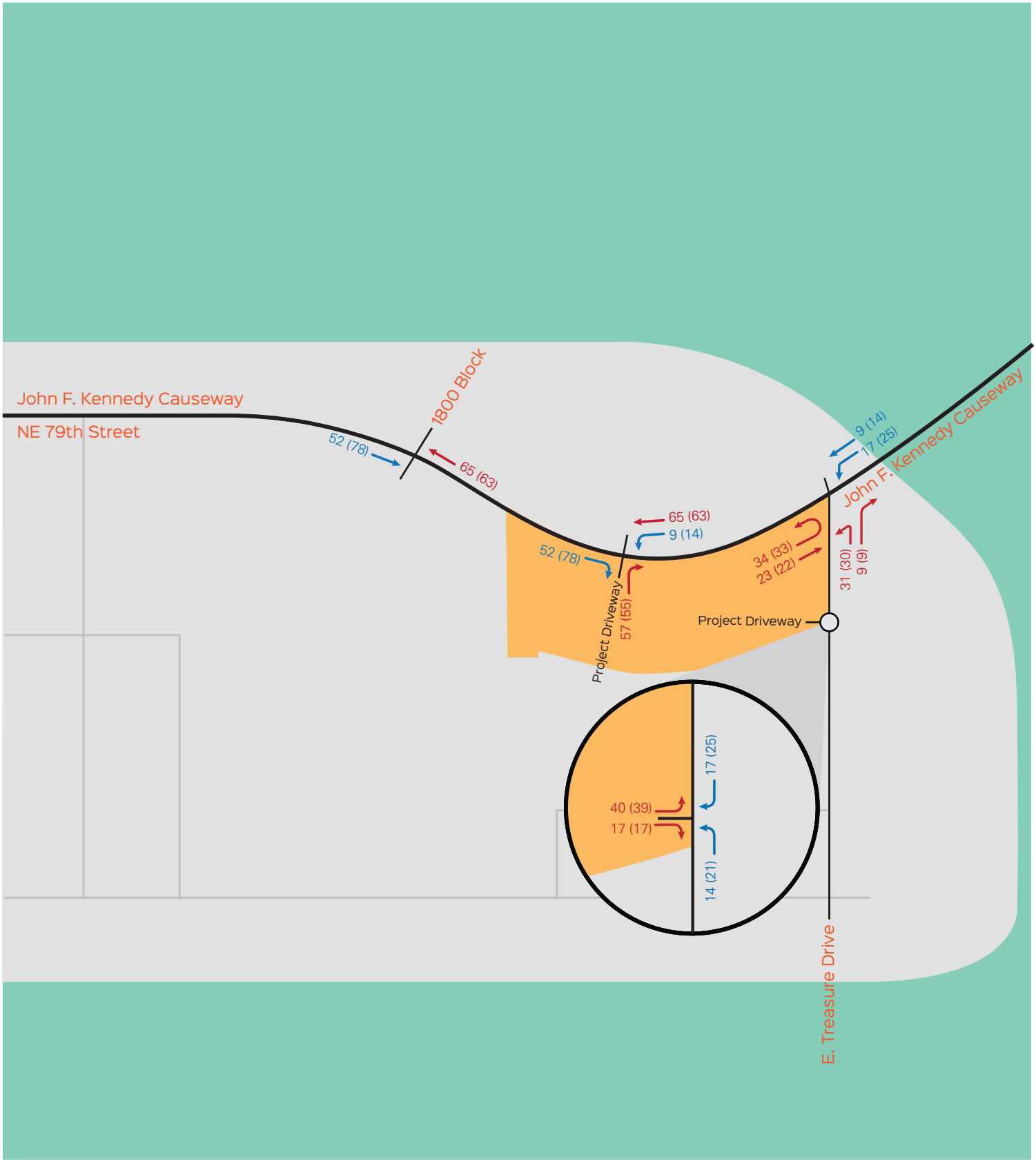
Kimley»Horn

© 2022

Shoma North Bay Village

TRAFFIC STUDY

dpa
Since 1337



Project Location

00 AM
(00) PM

Inbound
Outbound

Exhibit 13

Project Trip Assignment

NORTH
MAP NOT TO SCALE

TRAFFIC IMPACT ANALYSIS FOR

1819 & 1855 79TH STREET KENNEDY CAUSEWAY MIXED-USE DEVELOPMENT

DATE:
December 1, 2022

LOCATION:
North Bay Village, Florida

PREPARED FOR:
North Bay Village Holdings, LLC

PREPARED BY:
NV5, Inc.
14486 Commerce Way
Miami Lakes, Florida 33016
P: 305.666.3563

NV5
nv5.com

Figure 5: Primary Trip Distribution

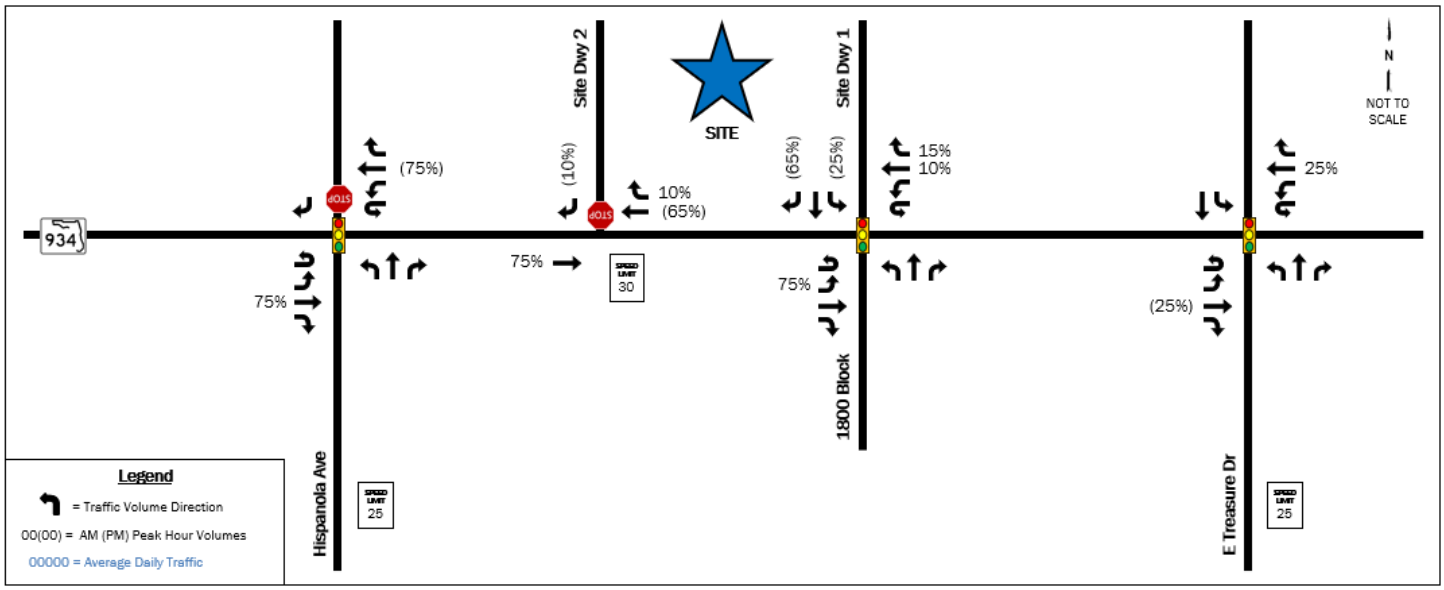


Figure 6: Primary Trip Assignment

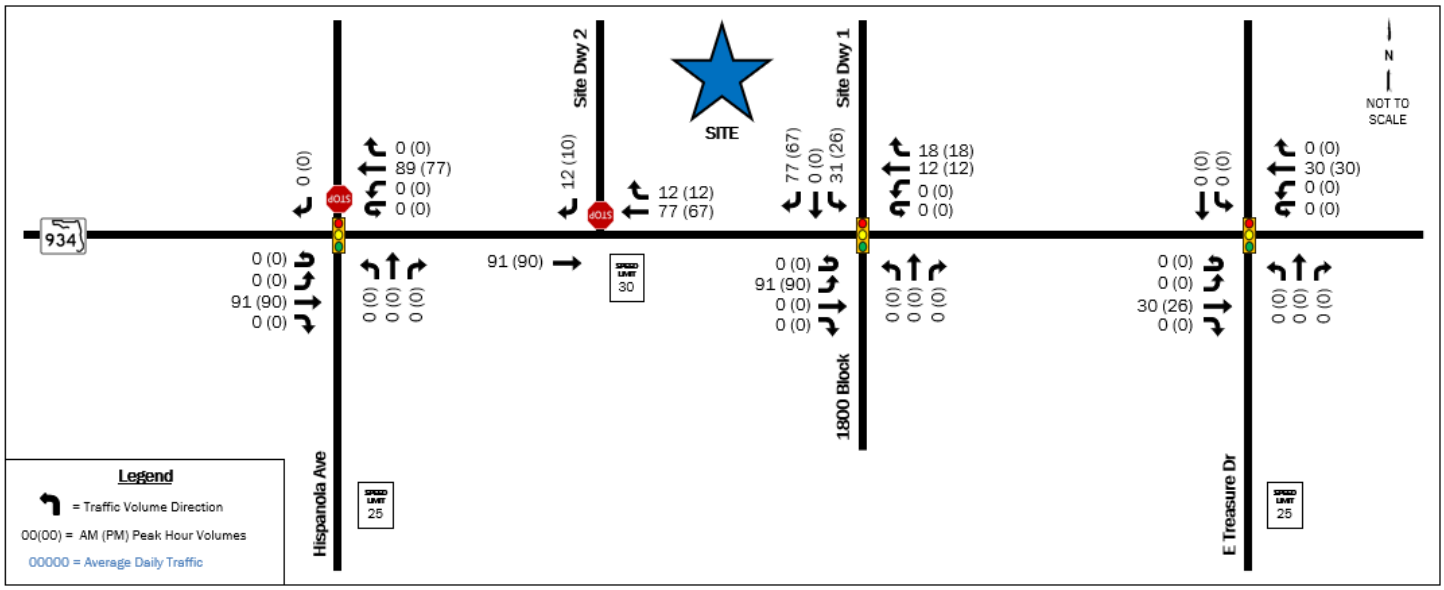


Figure 7: Pass-By Distribution

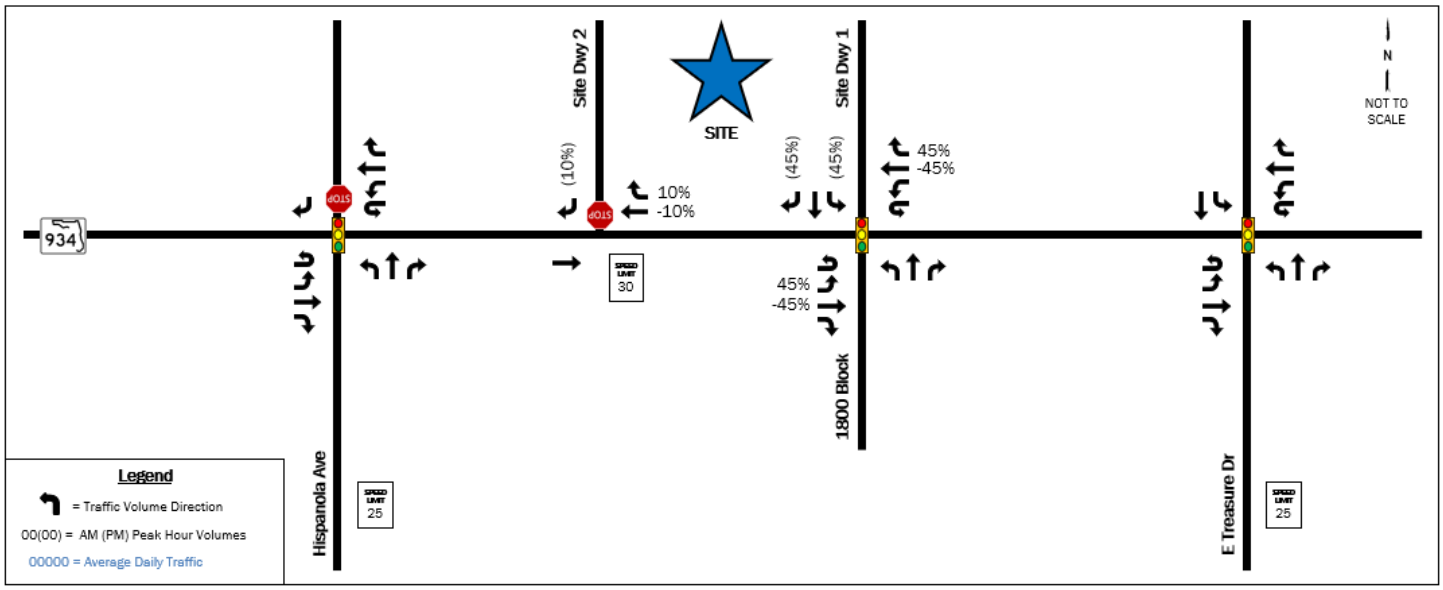
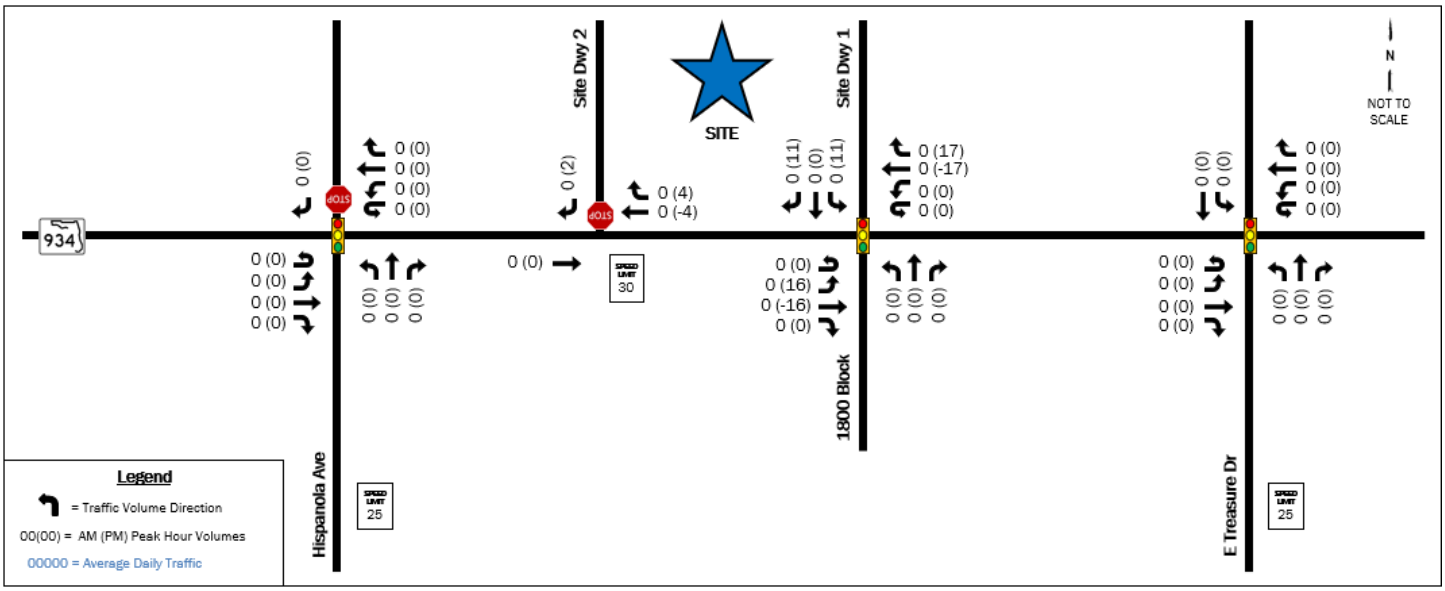
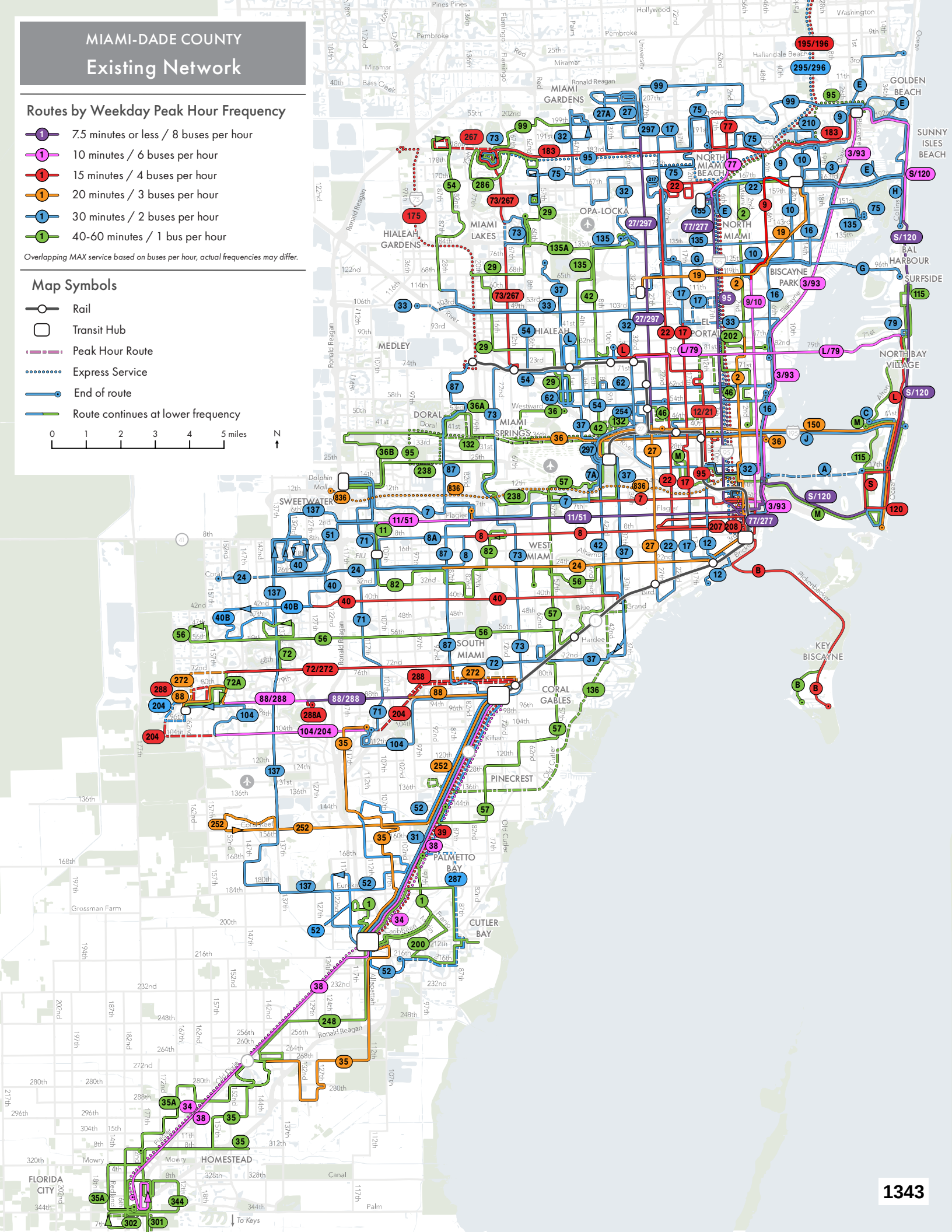


Figure 8: Pass-By Trip Assignment



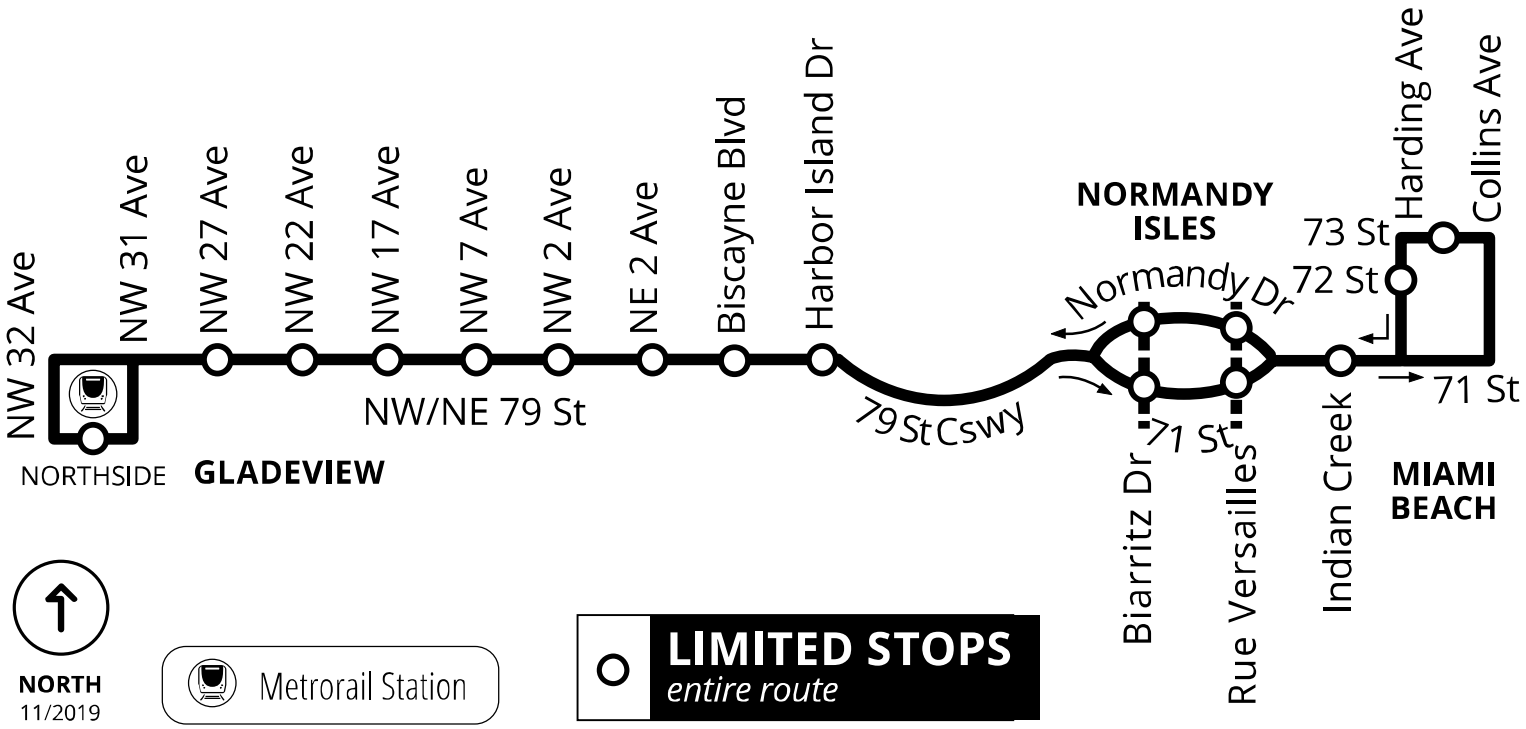
Appendix F

Transit Service Information


MIAMI-DADE COUNTY
Existing Network
Routes by Weekday Peak Hour Frequency
7.5 minutes or less / 8 buses per hour
10 minutes / 6 buses per hour
15 minutes / 4 buses per hour
20 minutes / 3 buses per hour
30 minutes / 2 buses per hour
40-60 minutes / 1 bus per hour
Overlapping MAX service based on buses per hour, actual frequencies may differ.
Map Symbols
Rail
Transit Hub
Peak Hour Route
Express Service
End of route
Route continues at lower frequency
0 1 2 3 4 5 miles
N
MIAMI GARDENS
HIALEAH GARDENS
MIAMI LAKES
OPA-LOCKA
NORTH MIAMI BEACH
NORTH MIAMI
GOLDEN BEACH
SUNNY ISLES BEACH
BAL HARBOUR
SURFSIDE
BISCAYNE PARK
EL PORTAL
HIALEAH
MEDLEY
DORAL
MIAMI SPRINGS
NORTH BAY VILLAGE
SWEETWATER
WEST MIAMI
SOUTH MIAMI
CORAL GABLES
KEY BISCAYNE
PINECREST
PALMETTO BAY
CUTLER BAY
HOMESTEAD
FLORIDA CITY
Dolphin Mall
FIU
Ronald Reagan
Flagler
Bird
Hardee
Grossman Farm
Mowry
Canal
To Keys
1343

79

79 ST MAX



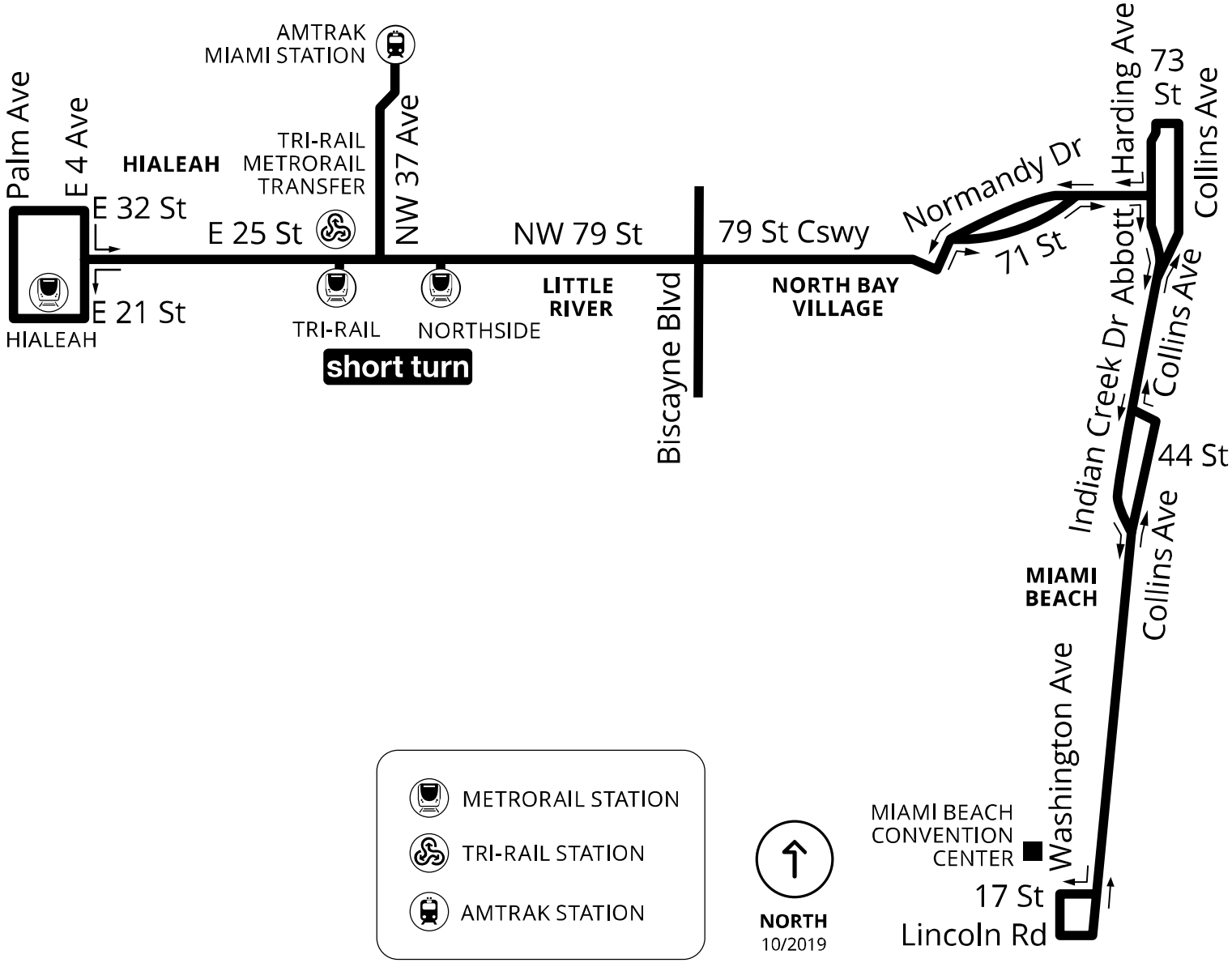
@GoMiamiDade GO Miami-Dade Transit

miamidade.gov/transit 311 or 305.468.5900 TTY/Fla Relay: 711

06.2020

MIAMI-DADE COUNTY

L



@GoMiamiDade GO Miami-Dade Transit

miamidade.gov/transit 311 or 305.468.5900 TTY/Fla Relay: 711

06.2020

1345

NBAYVL bus time schedule & line map

NBAYVL North Bay Village Shuttle

View In Website Mode

The NBAYVL bus line North Bay Village Shuttle has one route. For regular weekdays, their operation hours are:
(1) North Bay Village Shuttle: 7:00 AM - 6:00 PM
Use the Moovit App to find the closest NBAYVL bus station near you and find out when is the next NBAYVL bus arriving.

Direction: North Bay Village Shuttle

29 stops

VIEW LINE SCHEDULE

City Of North Bay Village Public Works
1841 Galleon St, Miami Beach

Bay Villlage Condo West
1771 S Treasure Dr, Miami Beach

Buccaneer Av@S Treasure Dr
1571 S Treasure Dr, North Bay Village

N Treasure Dr@W Treasure Dr
1440 N Treasure Dr, North Bay Village

N Treasure Dr@Hispanola Av
1700 N Treasure Dr, Miami Beach

Bay Village Condo East
1790 S Treasure Dr, Miami Beach

Treasures on Bay

Treasure Island Elementary North
East Treasure Drive, Miami Beach

79 Stcy & E Treasure Dr

79 Stcy & Op # 1800

79 Stcy & Hispanola Av
1665 79th Street Cswy, Miami Beach

79 Stcy & Adventure Av

79 Stcy & Harbor Island Dr
Larry Paskow Way, North Bay Village

Old City Hall
7903 East Dr, North Bay Village

The Lido
7927 East Dr, North Bay Village

NBAYVL bus Time Schedule

North Bay Village Shuttle Route Timetable:

Sunday	Not Operational
Monday	7:00 AM - 6:00 PM
Tuesday	7:00 AM - 6:00 PM
Wednesday	7:00 AM - 6:00 PM
Thursday	7:00 AM - 6:00 PM
Friday	7:00 AM - 6:00 PM
Saturday	Not Operational

NBAYVL bus Info

Direction: North Bay Village Shuttle
Stops: 29
Trip Duration: 55 min
Line Summary: City Of North Bay Village Public Works, Bay Villlage Condo West, Buccaneer Av@S Treasure Dr, N Treasure Dr@W Treasure Dr, N Treasure Dr@Hispanola Av, Bay Village Condo East, Treasures on Bay, Treasure Island Elementary North, 79 Stcy & E Treasure Dr, 79 Stcy & Op # 1800, 79 Stcy & Hispanola Av, 79 Stcy & Adventure Av, 79 Stcy & Harbor Island Dr, Old City Hall, The Lido, Biscayne Sea Club, Blu Rentals, Vogel Park, Island Market, Beach View@79 St Pkwy, Beach View@Bay Terrace, Bay Terrace@Miami View Dr, Miami View Dr@ 79 St Pkwy, 79 Stcy & Adventure Av, Village Hall, 79 Stcy & # 1800, 79 Stcy & E Treasure Dr, Treasure Island Elementary South, City Of North Bay Village Public Works

Biscayne Sea Club
7939 East Drive, North Bay Village

Blu Rentals
7940 West Dr, North Bay Village

Vogel Park
West Drive, North Bay Village

Island Market
7904 West Dr, North Bay Village

Beach View@79 St Pkwy
7810 Beach View Dr, North Bay Village

Beach View@Bay Terrace
7400 Beach View Dr, North Bay Village

Bay Terrace@Miami View Dr
7401 Miami View Dr, North Bay Village

Miami View Dr@ 79 St Pkwy
7811 Miami View Dr, North Bay Village

79 Stcy & Adventure Av
1400 79th Street Cswy, North Bay Village

Village Hall
1666 79th Street Cswy, Miami Beach

79 Stcy & # 1800
1790 Kennedy Cswy, Miami Beach

79 Stcy & E Treasure Dr
1888 Kennedy Cswy, Miami Beach

Treasure Island Elementary South
East Treasure Drive, Miami Beach

City Of North Bay Village Public Works
1841 Galleon St, Miami Beach



Appendix G

Trip Generation Calculations

PROPOSED WEEKDAY AM PEAK HOUR TRIP GENERATION

		ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
							Percent																			
		Land Use	ITE Edition	ITE Code	Scale	ITE Units	In	Out	In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total
GROUP 1	1	Multifamily Housing (High-Rise)	11	222	70	du	34%	66%	12	22	34	1.7%	1	12	21	33	0.0%	0	12	21	33	0.0%	0	12	21	33
	2																									
	3																									
	4																									
	5																									
	6																									
	7																									
	8																									
	9																									
	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
		ITE Land Use Code		Rate or Equation				**Total:**	12	22	34	1.7%	1	12	21	33	0.0%	0	12	21	33	0.0%	0	12	21	33
		222		Y=0.22*(X)+18.85																						

PROPOSED WEEKDAY PM PEAK HOUR TRIP GENERATION

		ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
							Percent																			
		Land Use	ITE Edition	ITE Code	Scale	ITE Units	In	Out	In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total
GROUP 2	1	Multifamily Housing (High-Rise)	11	222	70	du	56%	44%	23	18	41	1.7%	1	23	17	40	0.0%	0	23	17	40	0.0%	0	23	17	40
	2																									
	3																									
	4																									
	5																									
	6																									
	7																									
	8																									
	9																									
	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
		ITE Land Use Code		Rate or Equation				**Total:**	23	18	41	1.7%	1	23	17	40	0.0%	0	23	17	40	0.0%	0	23	17	40
		222		Y=0.26*(X)+23.12																						

MEANS OF TRANSPORTATION TO WORK

(20+9)/(1,883-132)=1.7%

United States® Census Bureau

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Census Tract 39.18, Miami-Dade County, Florida		
Label	**Estimate**	**Margin of Error**
Total:	1,883	±236
Car, truck, or van:	1,624	±255
Drove alone	1,529	±242
Carpooled:	95	±62
In 2-person carpool	61	±50
In 3-person carpool	14	±21
In 4-person carpool	13	±21
In 5- or 6-person carpool	7	±11
In 7-or-more-person carpool	0	±14
Public transportation (excluding taxicab):	20	±30
Bus	20	±30
Subway or elevated rail	0	±14
Long-distance train or commuter rail	0	±14
Light rail, streetcar or trolley (carro público in Puerto Rico)	0	±14
Ferryboat	0	±14
Taxicab	37	±35
Motorcycle	11	±16
Bicycle	9	±14
Walked	0	±14
Other means	50	±43
Worked from home	132	±98

Table Notes

Survey/Program: American Community Survey

MEANS OF TRANSPORTATION TO WORK

Universe: Workers 16 years and over

Year: 2019

Estimates: 5-Year

Table ID: B08301

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

Workers include members of the Armed Forces and civilians who were at work last week.

2019 ACS data products include updates to several categories of the existing means of transportation question. For more information, see: Change to Means of Transportation.

The 2015-2019 American Community Survey (ACS) data generally reflect the September 2018 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

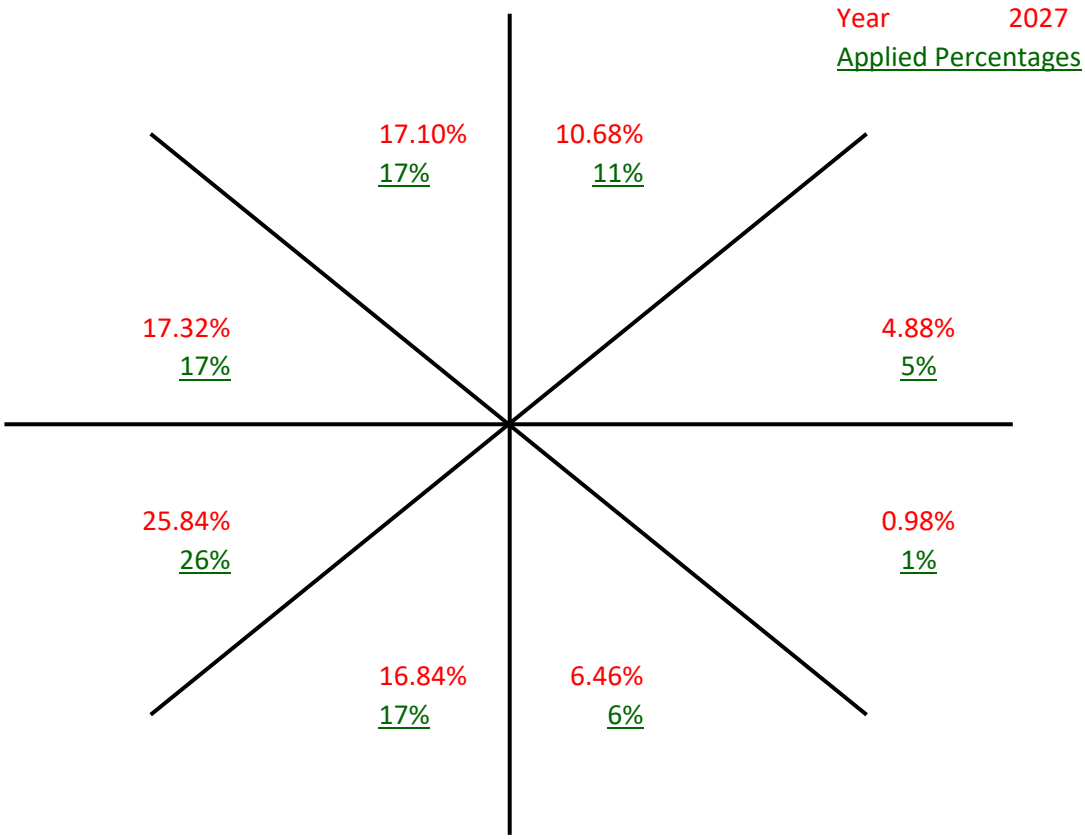
Explanation of Symbols:

An "**" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
An "-" entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution, or the margin of error associated with a median was larger than the median itself.
An "-" following a median estimate means the median falls in the lowest interval of an open-ended distribution.
An "+" following a median estimate means the median falls in the upper interval of an open-ended distribution.
An "***" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
An "*****" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
An "N" entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
An "(X)" means that the estimate is not applicable or not available.

Appendix H

Cardinal Distribution

Cardinal Distribution for TAZ 624



Cardinal Trip Distribution

Cardinal Direction	Percentage of Trips		2027 Interpolated	2027 Rounded
	2015	2045		
North-Northeast	10.8%	10.50%	10.68%	11.00%
East-Northeast	6.0%	3.20%	4.88%	5.00%
East-Southeast	1.1%	0.80%	0.98%	1.00%
South-Southeast	6.1%	7.00%	6.46%	6.00%
South-Southwest	15.2%	19.30%	16.84%	17.00%
West-Southwest	26.2%	25.30%	25.84%	26.00%
West-Northwest	16.8%	18.10%	17.32%	17.00%
North-Northwest	17.9%	15.90%	17.10%	17.00%
Total	**100.1%**	**100.1%**	**100.10%**	**100.00%**



MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION

2045 LRTP SUPPORTING DOCUMENTS

DIRECTIONAL TRIP DISTRIBUTION REPORT

SEPTEMBER 2019

Miami-Dade 2015 Base Year Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
599	3499	Trips	591	34	0	13	16	316	294	397	1,717
599	3499	Percent	35.6	2.0	0.0	0.8	1.0	19.0	17.7	23.9	
600	3500	Trips	1,964	258	20	47	84	1,205	1,079	998	5,795
600	3500	Percent	34.7	4.6	0.4	0.8	1.5	21.3	19.1	17.7	
601	3501	Trips	70	-	-	28	277	290	175	257	1,104
601	3501	Percent	6.4	-	-	2.5	25.3	26.4	15.9	23.5	
602	3502	Trips	67	17	-	103	540	455	472	464	2,181
602	3502	Percent	3.2	0.8	-	4.9	25.5	21.5	22.3	21.9	
603	3503	Trips	27	-	-	3	177	160	92	111	570
603	3503	Percent	4.8	-	-	0.5	31.0	28.1	16.2	19.5	
604	3504	Trips	45	-	-	6	506	334	458	381	1,779
604	3504	Percent	2.6	-	-	0.4	29.3	19.3	26.5	22.0	
605	3505	Trips	136	16	-	144	498	321	433	386	1,958
605	3505	Percent	7.0	0.8	-	7.4	25.7	16.6	22.4	20.0	
606	3506	Trips	830	-	-	845	1,407	1,998	1,040	2,384	9,052
606	3506	Percent	9.8	-	-	9.9	16.5	23.5	12.2	28.0	
607	3507	Trips	197	83	-	165	848	498	671	627	3,154
607	3507	Percent	6.4	2.7	-	5.4	27.5	16.1	21.7	20.3	
608	3508	Trips	109	-	-	17	655	545	562	535	2,497
608	3508	Percent	4.5	-	-	0.7	27.0	22.5	23.2	22.1	
609	3509	Trips	80	-	-	30	482	700	242	744	2,414
609	3509	Percent	3.5	-	-	1.3	21.2	30.7	10.6	32.7	
610	3510	Trips	576	187	-	313	1,639	1,859	1,152	2,527	9,381
610	3510	Percent	7.0	2.3	-	3.8	19.9	22.5	14.0	30.6	
611	3511	Trips	344	38	-	107	861	847	782	1,269	4,444
611	3511	Percent	8.1	0.9	-	2.5	20.3	20.0	18.4	29.9	
612	3512	Trips	102	-	-	38	497	479	354	809	2,324
612	3512	Percent	4.5	-	-	1.7	21.8	21.0	15.5	35.5	
613	3513	Trips	50	-	-	45	147	146	130	221	738
613	3513	Percent	6.8	-	-	6.1	19.9	19.8	17.6	30.0	
614	3514	Trips	107	-	-	231	720	908	522	868	3,436
614	3514	Percent	3.2	-	-	6.9	21.5	27.1	15.6	25.9	
615	3515	Trips	748	321	-	855	1,825	1,774	1,120	2,278	9,551
615	3515	Percent	8.4	3.6	-	9.6	20.5	19.9	12.6	25.5	
616	3516	Trips	631	418	-	1,214	1,619	1,428	921	1,966	9,585
616	3516	Percent	7.7	5.1	-	14.8	19.8	17.4	11.2	24.0	
617	3517	Trips	18	4	17	9	11	16	6	43	125
617	3517	Percent	14.3	3.3	13.7	7.4	9.0	13.1	4.7	34.7	
618	3518	Trips	243	105	-	241	640	556	295	599	2,736
618	3518	Percent	9.1	3.9	-	9.0	23.9	20.8	11.0	22.4	
619	3519	Trips	114	-	-	442	1,579	1,258	675	2,112	6,703
619	3519	Percent	1.8	-	-	7.2	25.6	20.4	10.9	34.2	
620	3520	Trips	85	-	-	385	1,902	1,775	809	2,132	7,584
620	3520	Percent	1.2	-	-	5.4	26.8	25.1	11.4	30.1	
621	3521	Trips	411	-	112	336	917	877	409	774	3,916
621	3521	Percent	10.7	-	2.9	8.8	23.9	22.9	10.7	20.2	
622	3522	Trips	725	-	-	733	1,372	1,695	887	1,623	7,653
622	3522	Percent	10.3	-	-	10.4	19.5	24.1	12.6	23.1	
623	3523	Trips	394	243	139	749	727	1,431	755	921	5,657
623	3523	Percent	7.4	4.5	2.6	14.0	13.6	26.7	14.1	17.2	
624	3524	Trips	1,100	613	112	625	1,542	2,663	1,706	1,821	11,072
624	3524	Percent	10.8	6.0	1.1	6.1	15.2	26.2	16.8	17.9	

Miami-Dade 2045 Cost Feasible Plan Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
599	3499	Trips	392	108	7	13	41	341	344	485	1,765
599	3499	Percent	22.6	6.2	0.4	0.8	2.4	19.7	19.9	28.0	
600	3500	Trips	1,603	330	17	42	94	1,157	1,332	1,506	6,163
600	3500	Percent	26.4	5.4	0.3	0.7	1.6	19.0	21.9	24.8	
601	3501	Trips	73	-	-	36	470	342	267	332	1,552
601	3501	Percent	4.8	-	-	2.4	30.9	22.5	17.5	21.8	
602	3502	Trips	62	6	-	148	713	574	523	476	2,566
602	3502	Percent	2.5	0.3	-	5.9	28.5	22.9	20.9	19.0	
603	3503	Trips	14	-	-	1	337	258	161	172	980
603	3503	Percent	1.5	-	-	0.1	35.7	27.4	17.1	18.3	
604	3504	Trips	64	-	-	41	951	737	707	668	3,445
604	3504	Percent	2.0	-	-	1.3	30.0	23.3	22.3	21.1	
605	3505	Trips	99	36	-	135	670	549	585	509	2,652
605	3505	Percent	3.8	1.4	-	5.2	25.9	21.2	22.7	19.7	
606	3506	Trips	643	-	-	754	1,891	2,383	1,151	2,389	9,786
606	3506	Percent	7.0	-	-	8.2	20.5	25.9	12.5	25.9	
607	3507	Trips	188	140	-	182	1,171	780	868	741	4,188
607	3507	Percent	4.6	3.4	-	4.5	28.8	19.2	21.3	18.2	
608	3508	Trips	110	-	-	48	1,108	1,101	706	785	3,985
608	3508	Percent	2.9	-	-	1.2	28.7	28.5	18.3	20.4	
609	3509	Trips	86	-	-	37	718	953	371	839	3,169
609	3509	Percent	2.9	-	-	1.2	23.9	31.7	12.3	27.9	
610	3510	Trips	681	182	-	382	2,239	2,515	1,391	2,792	12,047
610	3510	Percent	6.7	1.8	-	3.8	22.0	24.7	13.7	27.4	
611	3511	Trips	449	13	-	118	1,000	1,197	848	1,206	5,036
611	3511	Percent	9.3	0.3	-	2.4	20.7	24.8	17.6	25.0	
612	3512	Trips	74	-	-	56	640	617	408	906	2,773
612	3512	Percent	2.8	-	-	2.1	23.7	22.9	15.1	33.6	
613	3513	Trips	42	-	-	27	203	188	128	185	774
613	3513	Percent	5.5	-	-	3.5	26.3	24.2	16.5	24.0	
614	3514	Trips	160	-	-	231	1,441	1,400	1,004	1,429	5,961
614	3514	Percent	2.8	-	-	4.1	25.4	24.7	17.7	25.2	
615	3515	Trips	657	228	-	698	1,586	1,570	1,040	1,804	7,950
615	3515	Percent	8.7	3.0	-	9.2	20.9	20.7	13.7	23.8	
616	3516	Trips	663	430	-	1,243	2,224	2,161	1,427	2,581	12,275
616	3516	Percent	6.2	4.0	-	11.6	20.7	20.1	13.3	24.1	
617	3517	Trips	13	10	12	23	29	51	31	41	219
617	3517	Percent	6.4	4.8	5.8	10.9	13.8	24.0	14.9	19.5	
618	3518	Trips	155	54	-	218	768	639	484	831	3,208
618	3518	Percent	4.9	1.7	-	6.9	24.4	20.3	15.4	26.4	
619	3519	Trips	148	-	-	378	1,965	1,591	822	2,087	7,426
619	3519	Percent	2.1	-	-	5.4	28.1	22.8	11.8	29.9	
620	3520	Trips	101	-	-	236	1,860	2,343	1,013	2,177	8,233
620	3520	Percent	1.3	-	-	3.1	24.1	30.3	13.1	28.2	
621	3521	Trips	349	-	81	272	1,070	1,011	417	959	4,287
621	3521	Percent	8.4	-	1.9	6.6	25.7	24.3	10.0	23.1	
622	3522	Trips	552	-	-	687	1,638	2,319	1,127	2,032	8,893
622	3522	Percent	6.6	-	-	8.2	19.6	27.8	13.5	24.3	
623	3523	Trips	475	123	70	728	1,143	1,694	801	1,023	6,274
623	3523	Percent	7.8	2.0	1.2	12.0	18.9	28.0	13.2	16.9	
624	3524	Trips	1,356	409	98	912	2,505	3,276	2,354	2,063	13,940
624	3524	Percent	10.5	3.2	0.8	7.0	19.3	25.3	18.1	15.9	

Appendix I

Volume Development Worksheets

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: Harbor Island Drive and 79th Street/John F Kennedy Causeway
COUNT DATE: April 27, 2023
AM PEAK HOUR FACTOR: 0.98
PM PEAK HOUR FACTOR: 0.93

"AM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM Raw Turning Movements		103	1,466	25		13	1,248	46		32	7	14		125	3	242
Peak Season Correction Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AM EXISTING CONDITIONS		**103**	**1,466**	**25**		**13**	**1,248**	**46**		**32**	**7**	**14**		**125**	**3**	**242**

"PM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM Raw Turning Movements		186	1,260	34		19	1,884	104		33	2	9		82	4	145
Peak Season Correction Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PM EXISTING CONDITIONS		**186**	**1,260**	**34**		**19**	**1,884**	**104**		**33**	**2**	**9**		**82**	**4**	**145**

"AM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
1755 Kennedy Causeway			13				35									
Shoma North Bay Village			52				65									
1819 & 1855 79th Street Kennedy Causeway			91				89									
TOTAL "VESTED" TRAFFIC		0	156	0		0	189	0		0	0	0		0	0	0
Years To Buildout	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Yearly Growth Rate	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%
AM BACKGROUND TRAFFIC GROWTH		17	243	4		2	207	8		5	1	2		21	0	40
AM NON-PROJECT TRAFFIC		**120**	**1,865**	**29**		**15**	**1,644**	**54**		**37**	**8**	**16**		**146**	**3**	**282**

"PM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
1755 Kennedy Causeway			50				17									
Shoma North Bay Village			78				63									
1819 & 1855 79th Street Kennedy Causeway			90				77									
TOTAL "VESTED" TRAFFIC		0	218	0		0	157	0		0	0	0		0	0	0
Years To Buildout	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Yearly Growth Rate	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%
PM BACKGROUND TRAFFIC GROWTH		31	209	6		3	312	17		5	0	1		14	1	24
PM NON-PROJECT TRAFFIC		**217**	**1,687**	**40**		**22**	**2,353**	**121**		**38**	**2**	**10**		**96**	**5**	**169**

"AM PROJECT DISTRIBUTION" LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Pass-By Distribution	Entering																
	Exiting																
Valet Distribution	Entering																
	Exiting																
Net New Distribution	Entering		77.0%						23.0%								
	Exiting														23.0%		77.0%

"PM PROJECT DISTRIBUTION" LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Pass-By Distribution	Entering																
	Exiting																
Valet Distribution	Entering																
	Exiting																
Net New Distribution	Entering		77.0%						23.0%								
	Exiting														23.0%		77.0%

"AM PROJECT TRAFFIC" LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New		9						3						5		16
AM TOTAL PROJECT TRAFFIC			**9**	**0**	**0**		**0**	**0**	**3**		**0**	**0**	**0**		**5**	**0**	**16**
AM TOTAL TRAFFIC			**129**	**1,865**	**29**		**15**	**1,644**	**57**		**37**	**8**	**16**		**151**	**3**	**298**

"PM PROJECT TRAFFIC" LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New		18						5						4		13
PM TOTAL PROJECT TRAFFIC			**18**	**0**	**0**		**0**	**0**	**5**		**0**	**0**	**0**		**4**	**0**	**13**
PM TOTAL TRAFFIC			**235**	**1,687**	**40**		**22**	**2,353**	**126**		**38**	**2**	**10**		**100**	**5**	**182**

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: Harbor Island Drive and West Drive/East Drive
COUNT DATE: April 27, 2023
AM PEAK HOUR FACTOR: 0.90
PM PEAK HOUR FACTOR: 0.90

"AM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM Raw Turning Movements		1	11	166		116	13	5		67	30	59		3	85	0
Peak Season Correction Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AM EXISTING CONDITIONS		**1**	**11**	**166**		**116**	**13**	**5**		**67**	**30**	**59**		**3**	**85**	**0**

"PM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM Raw Turning Movements		3	12	118		87	16	7		116	66	97		1	31	1
Peak Season Correction Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PM EXISTING CONDITIONS		**3**	**12**	**118**		**87**	**16**	**7**		**116**	**66**	**97**		**1**	**31**	**1**

"AM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
1755 Kennedy Causeway																
Shoma North Bay Village																
1819 & 1855 79th Street Kennedy Causeway																
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0		0	0	0		0	0	0
Years To Buildout	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Yearly Growth Rate	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%
AM BACKGROUND TRAFFIC GROWTH		0	2	28		19	2	1		11	5	10		0	14	0
AM NON-PROJECT TRAFFIC		**1**	**13**	**194**		**135**	**15**	**6**		**78**	**35**	**69**		**3**	**99**	**0**

"PM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
1755 Kennedy Causeway																
Shoma North Bay Village																
1819 & 1855 79th Street Kennedy Causeway																
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0		0	0	0		0	0	0
Years To Buildout	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Yearly Growth Rate	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%
PM BACKGROUND TRAFFIC GROWTH		0	2	20		14	3	1		19	11	16		0	5	0
PM NON-PROJECT TRAFFIC		**3**	**14**	**138**		**101**	**19**	**8**		**135**	**77**	**113**		**1**	**36**	**1**

"AM PROJECT DISTRIBUTION" LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Pass-By	Entering																
Distribution	Exiting																
Valet	Entering																
Distribution	Exiting																
Net New	Entering										100.0%						
Distribution	Exiting				100.0%												

"PM PROJECT DISTRIBUTION" LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Pass-By	Entering																
Distribution	Exiting																
Valet	Entering																
Distribution	Exiting																
Net New	Entering										100.0%						
Distribution	Exiting				100.0%												

"AM PROJECT TRAFFIC" LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New				21						12						
AM TOTAL PROJECT TRAFFIC			**0**	**0**	**21**		**0**	**0**	**0**		**12**	**0**	**0**		**0**	**0**	**0**
AM TOTAL TRAFFIC			**1**	**13**	**215**		**135**	**15**	**6**		**90**	**35**	**69**		**3**	**99**	**0**

"PM PROJECT TRAFFIC" LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New				17						23						
PM TOTAL PROJECT TRAFFIC			**0**	**0**	**17**		**0**	**0**	**0**		**23**	**0**	**0**		**0**	**0**	**0**
PM TOTAL TRAFFIC			**3**	**14**	**155**		**101**	**19**	**8**		**158**	**77**	**113**		**1**	**36**	**1**

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: Project Driveway and West Drive
COUNT DATE: April 27, 2023
AM PEAK HOUR FACTOR: 0.92
PM PEAK HOUR FACTOR: 0.92

"AM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT(1)	NBR	SBU	SBL	SBT(1)	SBR
AM Raw Turning Movements		0	0	0		0	0	0		0	80	0		0	178	0
Peak Season Correction Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AM EXISTING CONDITIONS		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**80**	**0**		**0**	**178**	**0**

"PM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT(1)	NBR	SBU	SBL	SBT(1)	SBR
PM Raw Turning Movements		0	0	0		0	0	0		0	133	0		0	133	0
Peak Season Correction Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PM EXISTING CONDITIONS		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**133**	**0**		**0**	**133**	**0**

"AM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT(1)	NBR	SBU	SBL	SBT(1)	SBR
1755 Kennedy Causeway																
Shoma North Bay Village																
1819 & 1855 79th Street Kennedy Causeway																
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0		0	0	0		0	0	0
Years To Buildout	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Yearly Growth Rate	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%
AM BACKGROUND TRAFFIC GROWTH		0	0	0		0	0	0		0	13	0		0	30	0
AM NON-PROJECT TRAFFIC		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**93**	**0**		**0**	**208**	**0**

"PM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT(1)	NBR	SBU	SBL	SBT(1)	SBR
1755 Kennedy Causeway																
Shoma North Bay Village																
1819 & 1855 79th Street Kennedy Causeway																
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0		0	0	0		0	0	0
Years To Buildout	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Yearly Growth Rate	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%	3.91%
PM BACKGROUND TRAFFIC GROWTH		0	0	0		0	0	0		0	22	0		0	22	0
PM NON-PROJECT TRAFFIC		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**155**	**0**		**0**	**155**	**0**

"AM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT(1)	NBR	SBU	SBL	SBT(1)	SBR
Pass-By Distribution	Entering																
	Exiting																
Valet Distribution	Entering																
	Exiting																
Net New Distribution	Entering										100.0%						
	Exiting				100.0%												

"PM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT(1)	NBR	SBU	SBL	SBT(1)	SBR
Pass-By Distribution	Entering																
	Exiting																
Valet Distribution	Entering																
	Exiting																
Net New Distribution	Entering										100.0%						
	Exiting				100.0%												

"AM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT(1)	NBR	SBU	SBL	SBT(1)	SBR
AM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New				21						12						
AM TOTAL PROJECT TRAFFIC			**0**	**0**	**21**		**0**	**0**	**0**		**12**	**0**	**0**		**0**	**0**	**0**
AM TOTAL TRAFFIC			**0**	**0**	**21**		**0**	**0**	**0**		**12**	**93**	**0**		**0**	**208**	**0**

"PM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT(1)	NBR	SBU	SBL	SBT(1)	SBR
PM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New				17						23						
PM TOTAL PROJECT TRAFFIC			**0**	**0**	**17**		**0**	**0**	**0**		**23**	**0**	**0**		**0**	**0**	**0**
PM TOTAL TRAFFIC			**0**	**0**	**17**		**0**	**0**	**0**		**23**	**155**	**0**		**0**	**155**	**0**

(1) Northbound through and southbound through volumes based on the traffic volumes from the intersection of Harbor Island Drive and West Drive/East Drive.

Appendix J

Intersection Capacity Analysis Worksheets

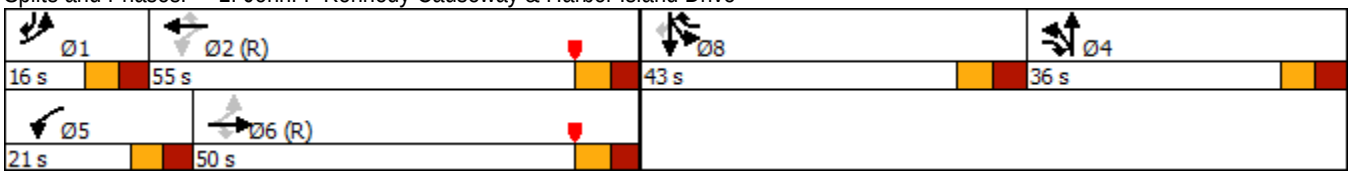
Existing A.M.

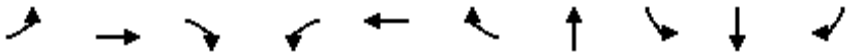
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	103	1466	25	13	1248	46	7	125	3	242
Future Volume (vph)	103	1466	25	13	1248	46	7	125	3	242
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	8	4	8	8	1
Permitted Phases	6		6	2		2				8
Detector Phase	1	6	4	5	2	8	4	8	8	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.7	35.7	12.0	47.3	35.7	35.7	35.7	35.7	12.0
Total Split (s)	16.0	50.0	36.0	21.0	55.0	43.0	36.0	43.0	43.0	16.0
Total Split (%)	10.7%	33.3%	24.0%	14.0%	36.7%	28.7%	24.0%	28.7%	28.7%	10.7%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag		Lead	Lag					Lead
Lead-Lag Optimize?										
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 135
Control Type: Actuated-Coordinated

Splits and Phases: 1: John. F Kennedy Causeway & Harbor Island Drive





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	105	1496	26	13	1273	47	54	65	66	247
v/c Ratio	0.34	0.44	0.02	0.06	0.42	0.04	0.23	0.44	0.44	0.55
Control Delay	11.6	13.9	0.0	10.7	18.5	0.2	53.1	71.2	71.3	8.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	11.6	13.9	0.0	10.7	18.5	0.2	53.1	71.2	71.3	8.0
Queue Length 50th (ft)	29	202	0	3	233	0	20	66	67	0
Queue Length 95th (ft)	71	413	0	15	378	2	44	106	107	50
Internal Link Dist (ft)		435			523		242		95	
Turn Bay Length (ft)	215		175	200		175				
Base Capacity (vph)	316	3436	1210	327	3045	1286	623	391	393	461
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.33	0.44	0.02	0.04	0.42	0.04	0.09	0.17	0.17	0.54

Intersection Summary

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	103	1466	25	13	1248	46	32	7	14	125	3	242
Future Volume (veh/h)	103	1466	25	13	1248	46	32	7	14	125	3	242
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.96	1.00		0.98	1.00		0.96	1.00		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h	105	1496	26	13	1273	47	33	7	14	130	0	247
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	3	3	3	3	3	3	3	3	3	3	3	3
Cap, veh/h	276	2671	935	202	2528	1038	156	47	95	610	0	332
Arrive On Green	0.06	0.70	0.70	0.02	0.66	0.66	0.09	0.09	0.09	0.17	0.00	0.17
Sat Flow, veh/h	1767	5066	1510	1767	5066	1537	1767	536	1072	3534	0	1540
Grp Volume(v), veh/h	105	1496	26	13	1273	47	33	0	21	130	0	247
Grp Sat Flow(s),veh/h/ln	1767	1689	1510	1767	1689	1537	1767	0	1609	1767	0	1540
Q Serve(g_s), s	4.4	21.8	0.6	0.5	19.0	1.1	2.6	0.0	1.8	4.7	0.0	22.5
Cycle Q Clear(g_c), s	4.4	21.8	0.6	0.5	19.0	1.1	2.6	0.0	1.8	4.7	0.0	22.5
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.67	1.00		1.00
Lane Grp Cap(c), veh/h	276	2671	935	202	2528	1038	156	0	142	610	0	332
V/C Ratio(X)	0.38	0.56	0.03	0.06	0.50	0.05	0.21	0.00	0.15	0.21	0.00	0.74
Avail Cap(c_a), veh/h	307	2671	935	343	2528	1038	333	0	304	832	0	429
HCM Platoon Ratio	1.33	1.33	1.33	1.33	1.33	1.33	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	18.1	13.9	7.1	18.9	15.8	5.5	63.5	0.0	63.2	53.3	0.0	55.1
Incr Delay (d2), s/veh	0.3	0.9	0.1	0.0	0.7	0.1	1.0	0.0	0.7	0.1	0.0	4.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	7.3	0.3	0.2	6.7	0.6	1.2	0.0	0.8	2.1	0.0	9.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	18.5	14.7	7.1	19.0	16.6	5.6	64.5	0.0	63.9	53.4	0.0	59.5
LnGrp LOS	B	B	A	B	B	A	E	A	E	D	A	E
Approach Vol, veh/h		1627			1333			54			377	
Approach Delay, s/veh		14.8			16.2			64.2			57.4	
Approach LOS		B			B			E			E	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	13.3	82.1		20.9	9.1	86.4		33.6				
Change Period (Y+Rc), s	7.0	* 7.3		* 7.7	7.0	* 7.3		7.7				
Max Green Setting (Gmax), s	9.0	* 48		* 28	14.0	* 43		35.3				
Max Q Clear Time (g_c+I1), s	6.4	21.0		4.6	2.5	23.8		24.5				
Green Ext Time (p_c), s	0.0	4.2		0.3	0.0	4.9		0.8				

Intersection Summary		
HCM 6th Ctrl Delay		20.9
HCM 6th LOS		C

Notes

User approved volume balancing among the lanes for turning movement.
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Intersection Delay, s/veh	9.6
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	11	166	116	13	5	67	30	59	3	85	0
Future Vol, veh/h	1	11	166	116	13	5	67	30	59	3	85	0
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	1	12	178	125	14	5	72	32	63	3	91	0
Number of Lanes	0	1	0	1	1	0	0	1	1	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	1	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	1	2	1
HCM Control Delay	9.7	10	9.2	9.7
HCM LOS	A	A	A	A

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1
Vol Left, %	69%	0%	1%	100%	0%	3%
Vol Thru, %	31%	0%	6%	0%	72%	97%
Vol Right, %	0%	100%	93%	0%	28%	0%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	97	59	178	116	18	88
LT Vol	67	0	1	116	0	3
Through Vol	30	0	11	0	13	85
RT Vol	0	59	166	0	5	0
Lane Flow Rate	104	63	191	125	19	95
Geometry Grp	7	7	6	7	7	6
Degree of Util (X)	0.17	0.085	0.261	0.206	0.028	0.149
Departure Headway (Hd)	5.88	4.826	4.901	5.949	5.249	5.665
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	606	736	727	600	677	628
Service Time	3.652	2.597	2.964	3.717	3.016	3.744
HCM Lane V/C Ratio	0.172	0.086	0.263	0.208	0.028	0.151
HCM Control Delay	9.9	8.1	9.7	10.3	8.2	9.7
HCM Lane LOS	A	A	A	B	A	A
HCM 95th-tile Q	0.6	0.3	1	0.8	0.1	0.5

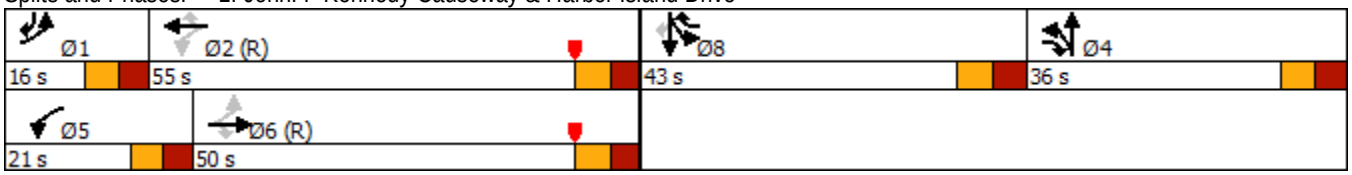
Future Background A.M.

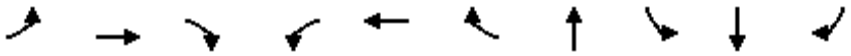
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	120	1865	29	15	1644	54	8	146	3	282
Future Volume (vph)	120	1865	29	15	1644	54	8	146	3	282
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	8	4	8	8	1
Permitted Phases	6		6	2		2				8
Detector Phase	1	6	4	5	2	8	4	8	8	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.7	35.7	12.0	47.3	35.7	35.7	35.7	35.7	12.0
Total Split (s)	16.0	50.0	36.0	21.0	55.0	43.0	36.0	43.0	43.0	16.0
Total Split (%)	10.7%	33.3%	24.0%	14.0%	36.7%	28.7%	24.0%	28.7%	28.7%	10.7%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag		Lead	Lag					Lead
Lead-Lag Optimize?										
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated

Splits and Phases: 1: John. F Kennedy Causeway & Harbor Island Drive





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	122	1903	30	15	1678	55	62	76	76	288
v/c Ratio	0.52	0.56	0.03	0.10	0.57	0.05	0.26	0.49	0.49	0.57
Control Delay	19.2	16.4	0.0	11.9	22.7	0.6	52.7	72.9	72.7	7.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	19.2	16.4	0.0	11.9	22.7	0.6	52.7	72.9	72.7	7.6
Queue Length 50th (ft)	35	298	0	4	363	0	22	76	76	0
Queue Length 95th (ft)	98	590	0	16	564	6	48	121	121	52
Internal Link Dist (ft)		435			523		242		95	
Turn Bay Length (ft)	215		175	200		175				
Base Capacity (vph)	241	3413	1204	254	2966	1265	625	391	393	510
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.51	0.56	0.02	0.06	0.57	0.04	0.10	0.19	0.19	0.56

Intersection Summary

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	120	1865	29	15	1644	54	37	8	16	146	3	282
Future Volume (veh/h)	120	1865	29	15	1644	54	37	8	16	146	3	282
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.96	1.00		0.98	1.00		0.96	1.00		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h	122	1903	30	15	1678	55	38	8	16	151	0	288
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	3	3	3	3	3	3	3	3	3	3	3	3
Cap, veh/h	204	2554	902	134	2385	1026	159	48	96	680	0	374
Arrive On Green	0.07	0.67	0.67	0.02	0.63	0.63	0.09	0.09	0.09	0.19	0.00	0.19
Sat Flow, veh/h	1767	5066	1509	1767	5066	1536	1767	537	1073	3534	0	1543
Grp Volume(v), veh/h	122	1903	30	15	1678	55	38	0	24	151	0	288
Grp Sat Flow(s),veh/h/ln	1767	1689	1509	1767	1689	1536	1767	0	1610	1767	0	1543
Q Serve(g_s), s	5.4	37.1	0.8	0.7	33.2	1.3	3.0	0.0	2.1	5.4	0.0	26.1
Cycle Q Clear(g_c), s	5.4	37.1	0.8	0.7	33.2	1.3	3.0	0.0	2.1	5.4	0.0	26.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.67	1.00		1.00
Lane Grp Cap(c), veh/h	204	2554	902	134	2385	1026	159	0	144	680	0	374
V/C Ratio(X)	0.60	0.74	0.03	0.11	0.70	0.05	0.24	0.00	0.17	0.22	0.00	0.77
Avail Cap(c_a), veh/h	223	2554	902	272	2385	1026	333	0	304	832	0	440
HCM Platoon Ratio	1.33	1.33	1.33	1.33	1.33	1.33	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	24.6	18.3	8.3	23.5	21.1	6.2	63.5	0.0	63.1	51.1	0.0	53.1
Incr Delay (d2), s/veh	2.2	2.0	0.1	0.1	1.8	0.1	1.1	0.0	0.8	0.1	0.0	6.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.3	13.0	0.4	0.3	12.1	0.8	1.4	0.0	0.9	2.4	0.0	10.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	26.8	20.4	8.4	23.6	22.8	6.3	64.6	0.0	63.8	51.2	0.0	59.4
LnGrp LOS	C	C	A	C	C	A	E	A	E	D	A	E
Approach Vol, veh/h		2055			1748			62			439	
Approach Delay, s/veh		20.6			22.3			64.3			56.6	
Approach LOS		C			C			E			E	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	14.4	77.9		21.2	9.3	82.9		36.6				
Change Period (Y+Rc), s	7.0	* 7.3		* 7.7	7.0	* 7.3		7.7				
Max Green Setting (Gmax), s	9.0	* 48		* 28	14.0	* 43		35.3				
Max Q Clear Time (g_c+I1), s	7.4	35.2		5.0	2.7	39.1		28.1				
Green Ext Time (p_c), s	0.0	4.8		0.4	0.0	2.3		0.8				

Intersection Summary

HCM 6th Ctrl Delay	25.6
HCM 6th LOS	C

Notes

User approved volume balancing among the lanes for turning movement.
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Intersection Delay, s/veh	10.3
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	13	194	135	15	6	78	35	69	3	99	0
Future Vol, veh/h	1	13	194	135	15	6	78	35	69	3	99	0
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	1	14	209	145	16	6	84	38	74	3	106	0
Number of Lanes	0	1	0	1	1	0	0	1	1	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	1	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	1	2	1
HCM Control Delay	10.6	10.7	9.7	10.4
HCM LOS	B	B	A	B

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1
Vol Left, %	69%	0%	0%	100%	0%	3%
Vol Thru, %	31%	0%	6%	0%	71%	97%
Vol Right, %	0%	100%	93%	0%	29%	0%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	113	69	208	135	21	102
LT Vol	78	0	1	135	0	3
Through Vol	35	0	13	0	15	99
RT Vol	0	69	194	0	6	0
Lane Flow Rate	122	74	224	145	23	110
Geometry Grp	7	7	6	7	7	6
Degree of Util (X)	0.208	0.105	0.322	0.252	0.035	0.182
Departure Headway (Hd)	6.169	5.113	5.177	6.239	5.531	5.99
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	583	702	698	579	651	600
Service Time	3.897	2.84	3.183	3.945	3.237	4.02
HCM Lane V/C Ratio	0.209	0.105	0.321	0.25	0.035	0.183
HCM Control Delay	10.5	8.4	10.6	11	8.4	10.4
HCM Lane LOS	B	A	B	B	A	B
HCM 95th-tile Q	0.8	0.4	1.4	1	0.1	0.7

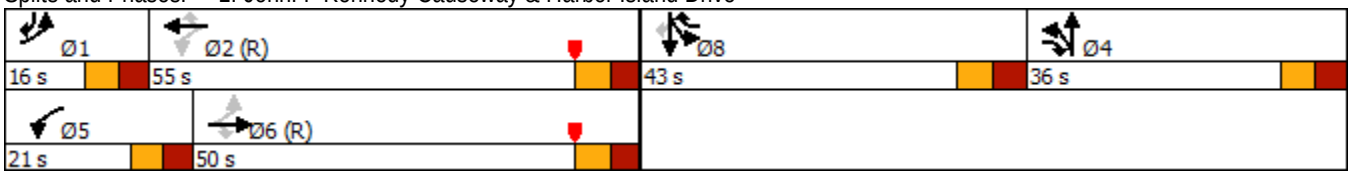
Future Total A.M.

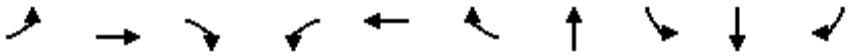
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	129	1865	29	15	1644	57	8	151	3	298
Future Volume (vph)	129	1865	29	15	1644	57	8	151	3	298
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	8	4	8	8	1
Permitted Phases	6		6	2		2				8
Detector Phase	1	6	4	5	2	8	4	8	8	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.7	35.7	12.0	47.3	35.7	35.7	35.7	35.7	12.0
Total Split (s)	16.0	50.0	36.0	21.0	55.0	43.0	36.0	43.0	43.0	16.0
Total Split (%)	10.7%	33.3%	24.0%	14.0%	36.7%	28.7%	24.0%	28.7%	28.7%	10.7%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag		Lead	Lag					Lead
Lead-Lag Optimize?										
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 106 (71%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated

Splits and Phases: 1: John. F Kennedy Causeway & Harbor Island Drive





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	132	1903	30	15	1678	58	62	79	78	304
v/c Ratio	0.54	0.56	0.03	0.10	0.57	0.05	0.26	0.50	0.49	0.57
Control Delay	20.8	16.5	0.0	12.1	23.7	0.7	52.7	73.4	72.9	7.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	20.8	16.5	0.0	12.1	23.7	0.7	52.7	73.4	72.9	7.3
Queue Length 50th (ft)	38	301	0	4	375	0	22	80	78	0
Queue Length 95th (ft)	113	590	0	16	572	7	48	125	123	52
Internal Link Dist (ft)		435			523		242		95	
Turn Bay Length (ft)	215		175	200		175				
Base Capacity (vph)	250	3407	1202	254	2919	1253	625	391	393	533
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.53	0.56	0.02	0.06	0.57	0.05	0.10	0.20	0.20	0.57

Intersection Summary

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	129	1865	29	15	1644	57	37	8	16	151	3	298
Future Volume (veh/h)	129	1865	29	15	1644	57	37	8	16	151	3	298
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.96	1.00		0.98	1.00		0.96	1.00		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h	132	1903	30	15	1678	58	38	8	16	156	0	304
Peak Hour Factor	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
Percent Heavy Veh, %	3	3	3	3	3	3	3	3	3	3	3	3
Cap, veh/h	204	2511	889	130	2323	1020	159	48	96	710	0	393
Arrive On Green	0.07	0.66	0.66	0.02	0.61	0.61	0.09	0.09	0.09	0.20	0.00	0.20
Sat Flow, veh/h	1767	5066	1508	1767	5066	1535	1767	537	1073	3534	0	1544
Grp Volume(v), veh/h	132	1903	30	15	1678	58	38	0	24	156	0	304
Grp Sat Flow(s),veh/h/ln	1767	1689	1508	1767	1689	1535	1767	0	1610	1767	0	1544
Q Serve(g_s), s	5.9	38.4	0.9	0.7	34.7	1.5	3.0	0.0	2.1	5.5	0.0	27.4
Cycle Q Clear(g_c), s	5.9	38.4	0.9	0.7	34.7	1.5	3.0	0.0	2.1	5.5	0.0	27.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.67	1.00		1.00
Lane Grp Cap(c), veh/h	204	2511	889	130	2323	1020	159	0	144	710	0	393
V/C Ratio(X)	0.65	0.76	0.03	0.12	0.72	0.06	0.24	0.00	0.17	0.22	0.00	0.77
Avail Cap(c_a), veh/h	217	2511	889	268	2323	1020	333	0	304	832	0	446
HCM Platoon Ratio	1.33	1.33	1.33	1.33	1.33	1.33	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	26.4	19.4	8.8	24.6	22.6	6.4	63.5	0.0	63.1	50.1	0.0	52.0
Incr Delay (d2), s/veh	4.4	2.2	0.1	0.1	2.0	0.1	1.1	0.0	0.8	0.1	0.0	6.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.7	13.6	0.4	0.3	12.8	0.9	1.4	0.0	0.9	2.5	0.0	11.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	30.8	21.6	8.9	24.8	24.6	6.6	64.6	0.0	63.8	50.2	0.0	58.8
LnGrp LOS	C	C	A	C	C	A	E	A	E	D	A	E
Approach Vol, veh/h		2065			1751			62			460	
Approach Delay, s/veh		22.0			24.0			64.3			55.9	
Approach LOS		C			C			E			E	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	14.9	76.1		21.2	9.3	81.7		37.8				
Change Period (Y+Rc), s	7.0	* 7.3		* 7.7	7.0	* 7.3		7.7				
Max Green Setting (Gmax), s	9.0	* 48		* 28	14.0	* 43		35.3				
Max Q Clear Time (g_c+I1), s	7.9	36.7		5.0	2.7	40.4		29.4				
Green Ext Time (p_c), s	0.0	4.6		0.4	0.0	1.6		0.7				

Intersection Summary	
HCM 6th Ctrl Delay	27.0
HCM 6th LOS	C

Notes

User approved volume balancing among the lanes for turning movement.
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Intersection Delay, s/veh	10.6
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	13	215	135	15	6	90	35	69	3	99	0
Future Vol, veh/h	1	13	215	135	15	6	90	35	69	3	99	0
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	1	14	231	145	16	6	97	38	74	3	106	0
Number of Lanes	0	1	0	1	1	0	0	1	1	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	1	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	1	2	1
HCM Control Delay	11.1	10.8	10	10.5
HCM LOS	B	B	A	B

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1
Vol Left, %	72%	0%	0%	100%	0%	3%
Vol Thru, %	28%	0%	6%	0%	71%	97%
Vol Right, %	0%	100%	94%	0%	29%	0%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	125	69	229	135	21	102
LT Vol	90	0	1	135	0	3
Through Vol	35	0	13	0	15	99
RT Vol	0	69	215	0	6	0
Lane Flow Rate	134	74	246	145	23	110
Geometry Grp	7	7	6	7	7	6
Degree of Util (X)	0.234	0.107	0.358	0.254	0.035	0.186
Departure Headway (Hd)	6.26	5.188	5.239	6.311	5.603	6.093
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	574	691	692	570	639	589
Service Time	3.988	2.916	3.239	4.04	3.332	4.125
HCM Lane V/C Ratio	0.233	0.107	0.355	0.254	0.036	0.187
HCM Control Delay	10.9	8.5	11.1	11.2	8.5	10.5
HCM Lane LOS	B	A	B	B	A	B
HCM 95th-tile Q	0.9	0.4	1.6	1	0.1	0.7

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	21	12	93	208	0
Future Vol, veh/h	0	21	12	93	208	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	0	23	13	101	226	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	353	226	226	0	-	0
Stage 1	226	-	-	-	-	-
Stage 2	127	-	-	-	-	-
Critical Hdwy	4.4	4.9	4.13	-	-	-
Critical Hdwy Stg 1	4.4	-	-	-	-	-
Critical Hdwy Stg 2	4.4	-	-	-	-	-
Follow-up Hdwy	3.8	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	737	881	1337	-	-	-
Stage 1	808	-	-	-	-	-
Stage 2	867	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	730	881	1337	-	-	-
Mov Cap-2 Maneuver	730	-	-	-	-	-
Stage 1	800	-	-	-	-	-
Stage 2	867	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.2	0.9	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1337	-	881	-	-
HCM Lane V/C Ratio	0.01	-	0.026	-	-
HCM Control Delay (s)	7.7	0	9.2	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

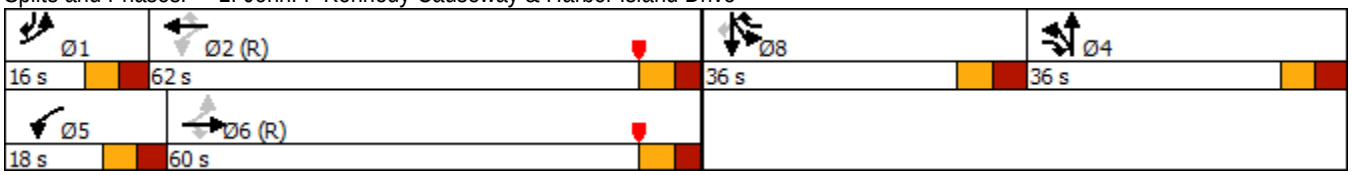
Existing P.M.

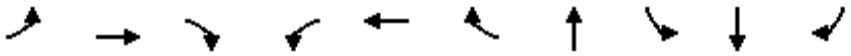
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	186	1260	34	19	1884	104	2	82	4	145
Future Volume (vph)	186	1260	34	19	1884	104	2	82	4	145
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	8	4	8	8	1
Permitted Phases	6		6	2		2				8
Detector Phase	1	6	4	5	2	8	4	8	8	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.7	35.7	12.0	47.3	35.7	35.7	35.7	35.7	12.0
Total Split (s)	16.0	60.0	36.0	18.0	62.0	36.0	36.0	36.0	36.0	16.0
Total Split (%)	10.7%	40.0%	24.0%	12.0%	41.3%	24.0%	24.0%	24.0%	24.0%	10.7%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag		Lead	Lag					Lead
Lead-Lag Optimize?										
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 97 (65%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated

Splits and Phases: 1: John. F Kennedy Causeway & Harbor Island Drive





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	207	1400	38	21	2093	116	49	47	48	161
v/c Ratio	0.57	0.41	0.03	0.09	0.84	0.13	0.22	0.34	0.35	0.30
Control Delay	42.4	14.2	0.1	12.2	37.1	4.1	56.4	68.5	68.6	4.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	42.4	14.2	0.1	12.2	37.1	4.1	56.4	68.5	68.6	4.7
Queue Length 50th (ft)	134	236	0	5	610	11	19	47	48	0
Queue Length 95th (ft)	239	381	0	20	#931	37	42	83	84	36
Internal Link Dist (ft)		435			523		242		95	
Turn Bay Length (ft)	215		175	200		175				
Base Capacity (vph)	364	3383	1236	293	2495	1076	623	314	316	533
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.57	0.41	0.03	0.07	0.84	0.11	0.08	0.15	0.15	0.30

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	186	1260	34	19	1884	104	33	2	9	82	4	145
Future Volume (veh/h)	186	1260	34	19	1884	104	33	2	9	82	4	145
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.97	1.00		0.98	1.00		0.96	1.00		0.97
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h	207	1400	38	21	2093	116	37	2	10	94	0	161
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	3	3	3	3	3	3	3	3	3	3	3	3
Cap, veh/h	199	2888	999	253	2682	1017	150	22	110	451	0	290
Arrive On Green	0.08	0.76	0.76	0.03	0.70	0.70	0.08	0.08	0.08	0.13	0.00	0.13
Sat Flow, veh/h	1767	5066	1519	1767	5066	1541	1767	260	1300	3534	0	1532
Grp Volume(v), veh/h	207	1400	38	21	2093	116	37	0	12	94	0	161
Grp Sat Flow(s),veh/h/ln	1767	1689	1519	1767	1689	1541	1767	0	1560	1767	0	1532
Q Serve(g_s), s	9.0	15.8	0.8	0.8	40.7	2.7	2.9	0.0	1.1	3.6	0.0	14.3
Cycle Q Clear(g_c), s	9.0	15.8	0.8	0.8	40.7	2.7	2.9	0.0	1.1	3.6	0.0	14.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.83	1.00		1.00
Lane Grp Cap(c), veh/h	199	2888	999	253	2682	1017	150	0	132	451	0	290
V/C Ratio(X)	1.04	0.48	0.04	0.08	0.78	0.11	0.25	0.00	0.09	0.21	0.00	0.56
Avail Cap(c_a), veh/h	199	2888	999	349	2682	1017	333	0	294	667	0	383
HCM Platoon Ratio	1.33	1.33	1.33	1.33	1.33	1.33	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	34.3	9.7	5.1	15.7	16.5	5.8	64.2	0.0	63.3	58.6	0.0	55.3
Incr Delay (d2), s/veh	74.8	0.6	0.1	0.1	2.3	0.2	1.2	0.0	0.4	0.2	0.0	1.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.9	4.8	0.3	0.3	13.7	1.3	1.4	0.0	0.4	1.6	0.0	5.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	109.1	10.3	5.2	15.7	18.8	6.1	65.4	0.0	63.7	58.8	0.0	56.5
LnGrp LOS	F	B	A	B	B	A	E	A	E	E	A	E
Approach Vol, veh/h		1645			2230			49			255	
Approach Delay, s/veh		22.6			18.1			65.0			57.4	
Approach LOS		C			B			E			E	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	16.0	86.7		20.4	9.9	92.8		26.8				
Change Period (Y+Rc), s	7.0	* 7.3		* 7.7	7.0	* 7.3		7.7				
Max Green Setting (Gmax), s	9.0	* 55		* 28	11.0	* 53		28.3				
Max Q Clear Time (g_c+I1), s	11.0	42.7		4.9	2.8	17.8		16.3				
Green Ext Time (p_c), s	0.0	6.2		0.3	0.0	4.8		0.5				

Intersection Summary	
HCM 6th Ctrl Delay	22.8
HCM 6th LOS	C

Notes

User approved volume balancing among the lanes for turning movement.
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Intersection Delay, s/veh	9.8
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	12	118	87	16	7	116	66	97	1	31	1
Future Vol, veh/h	3	12	118	87	16	7	116	66	97	1	31	1
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	3	13	131	97	18	8	129	73	108	1	34	1
Number of Lanes	0	1	0	1	1	0	0	1	1	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	1	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	1	2	1
HCM Control Delay	9.5	9.7	10	9.1
HCM LOS	A	A	A	A

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1
Vol Left, %	64%	0%	2%	100%	0%	3%
Vol Thru, %	36%	0%	9%	0%	70%	94%
Vol Right, %	0%	100%	89%	0%	30%	3%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	182	97	133	87	23	33
LT Vol	116	0	3	87	0	1
Through Vol	66	0	12	0	16	31
RT Vol	0	97	118	0	7	1
Lane Flow Rate	202	108	148	97	26	37
Geometry Grp	7	7	6	7	7	6
Degree of Util (X)	0.316	0.138	0.208	0.164	0.038	0.058
Departure Headway (Hd)	5.629	4.605	5.068	6.1	5.381	5.659
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	637	775	705	586	661	628
Service Time	3.383	2.358	3.128	3.865	3.146	3.734
HCM Lane V/C Ratio	0.317	0.139	0.21	0.166	0.039	0.059
HCM Control Delay	11	8.1	9.5	10.1	8.4	9.1
HCM Lane LOS	B	A	A	B	A	A
HCM 95th-tile Q	1.4	0.5	0.8	0.6	0.1	0.2

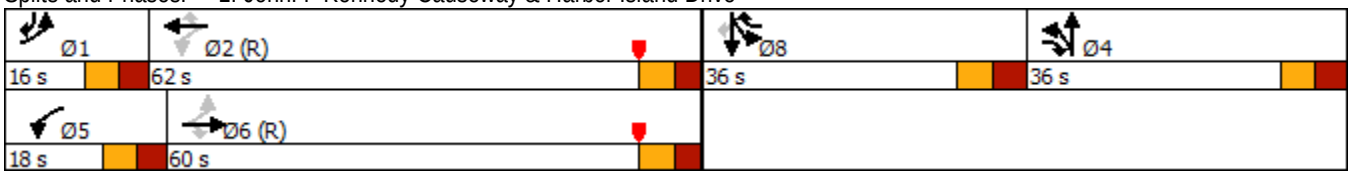
Future Background P.M.

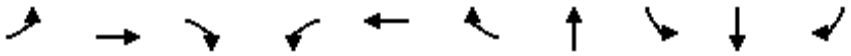
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	217	1687	40	22	2353	121	2	96	5	169
Future Volume (vph)	217	1687	40	22	2353	121	2	96	5	169
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	8	4	8	8	1
Permitted Phases	6		6	2		2				8
Detector Phase	1	6	4	5	2	8	4	8	8	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.7	35.7	12.0	47.3	35.7	35.7	35.7	35.7	12.0
Total Split (s)	16.0	60.0	36.0	18.0	62.0	36.0	36.0	36.0	36.0	16.0
Total Split (%)	10.7%	40.0%	24.0%	12.0%	41.3%	24.0%	24.0%	24.0%	24.0%	10.7%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag		Lead	Lag					Lead
Lead-Lag Optimize?										
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 97 (65%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated

Splits and Phases: 1: John. F Kennedy Causeway & Harbor Island Drive



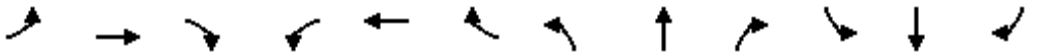


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	241	1874	44	24	2614	134	55	57	56	188
v/c Ratio	0.55	0.56	0.04	0.16	1.16	0.16	0.24	0.40	0.39	0.30
Control Delay	40.6	17.0	0.1	14.9	113.6	5.7	56.3	70.2	69.7	4.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	40.6	17.0	0.1	14.9	113.6	5.7	56.3	70.2	69.7	4.0
Queue Length 50th (ft)	159	370	0	6	~1051	19	22	57	56	0
Queue Length 95th (ft)	276	580	1	23	#1341	48	46	95	93	37
Internal Link Dist (ft)		435			523		242		95	
Turn Bay Length (ft)	215		175	200		175				
Base Capacity (vph)	440	3362	1230	219	2260	1008	624	314	316	617
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.55	0.56	0.04	0.11	1.16	0.13	0.09	0.18	0.18	0.30

Intersection Summary

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	217	1687	40	22	2353	121	38	2	10	96	5	169
Future Volume (veh/h)	217	1687	40	22	2353	121	38	2	10	96	5	169
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.97	1.00		0.98	1.00		0.96	1.00		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h	241	1874	44	24	2614	134	42	2	11	111	0	188
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	3	3	3	3	3	3	3	3	3	3	3	3
Cap, veh/h	154	2806	977	169	2609	1015	153	21	114	497	0	310
Arrive On Green	0.08	0.74	0.74	0.03	0.68	0.68	0.09	0.09	0.09	0.14	0.00	0.14
Sat Flow, veh/h	1767	5066	1518	1767	5066	1541	1767	239	1317	3534	0	1536
Grp Volume(v), veh/h	241	1874	44	24	2614	134	42	0	13	111	0	188
Grp Sat Flow(s),veh/h/ln	1767	1689	1518	1767	1689	1541	1767	0	1557	1767	0	1536
Q Serve(g_s), s	9.0	28.8	1.0	1.0	77.3	3.3	3.3	0.0	1.2	4.2	0.0	16.7
Cycle Q Clear(g_c), s	9.0	28.8	1.0	1.0	77.3	3.3	3.3	0.0	1.2	4.2	0.0	16.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.85	1.00		1.00
Lane Grp Cap(c), veh/h	154	2806	977	169	2609	1015	153	0	134	497	0	310
V/C Ratio(X)	1.56	0.67	0.05	0.14	1.00	0.13	0.28	0.00	0.10	0.22	0.00	0.61
Avail Cap(c_a), veh/h	154	2806	977	261	2609	1015	333	0	294	667	0	384
HCM Platoon Ratio	1.33	1.33	1.33	1.33	1.33	1.33	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	48.0	12.6	5.8	18.2	23.6	6.1	64.1	0.0	63.1	57.2	0.0	54.6
Incr Delay (d2), s/veh	283.1	1.3	0.1	0.1	18.1	0.3	1.4	0.0	0.4	0.2	0.0	1.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	17.9	9.1	0.4	0.4	30.0	1.7	1.6	0.0	0.5	1.9	0.0	6.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	331.1	13.9	5.9	18.3	41.7	6.4	65.5	0.0	63.6	57.3	0.0	56.0
LnGrp LOS	F	B	A	B	F	A	E	A	E	E	A	E
Approach Vol, veh/h		2159			2772			55			299	
Approach Delay, s/veh		49.1			39.8			65.0			56.5	
Approach LOS		D			D			E			E	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	16.0	84.6		20.7	10.2	90.4		28.8				
Change Period (Y+Rc), s	7.0	* 7.3		* 7.7	7.0	* 7.3		7.7				
Max Green Setting (Gmax), s	9.0	* 55		* 28	11.0	* 53		28.3				
Max Q Clear Time (g_c+I1), s	11.0	79.3		5.3	3.0	30.8		18.7				
Green Ext Time (p_c), s	0.0	0.0		0.3	0.0	6.9		0.6				

Intersection Summary

HCM 6th Ctrl Delay	44.8
HCM 6th LOS	D

Notes

User approved volume balancing among the lanes for turning movement.
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Intersection Delay, s/veh	10.4
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	14	138	101	19	8	135	77	113	1	36	1
Future Vol, veh/h	3	14	138	101	19	8	135	77	113	1	36	1
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	3	16	153	112	21	9	150	86	126	1	40	1
Number of Lanes	0	1	0	1	1	0	0	1	1	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	1	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	1	2	1
HCM Control Delay	10.1	10.2	10.8	9.4
HCM LOS	B	B	B	A

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1
Vol Left, %	64%	0%	2%	100%	0%	3%
Vol Thru, %	36%	0%	9%	0%	70%	95%
Vol Right, %	0%	100%	89%	0%	30%	3%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	212	113	155	101	27	38
LT Vol	135	0	3	101	0	1
Through Vol	77	0	14	0	19	36
RT Vol	0	113	138	0	8	1
Lane Flow Rate	236	126	172	112	30	42
Geometry Grp	7	7	6	7	7	6
Degree of Util (X)	0.377	0.165	0.251	0.196	0.046	0.07
Departure Headway (Hd)	5.767	4.742	5.247	6.292	5.577	5.981
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	620	750	679	566	636	603
Service Time	3.544	2.518	3.329	4.083	3.368	3.981
HCM Lane V/C Ratio	0.381	0.168	0.253	0.198	0.047	0.07
HCM Control Delay	12	8.5	10.1	10.6	8.6	9.4
HCM Lane LOS	B	A	B	B	A	A
HCM 95th-tile Q	1.8	0.6	1	0.7	0.1	0.2

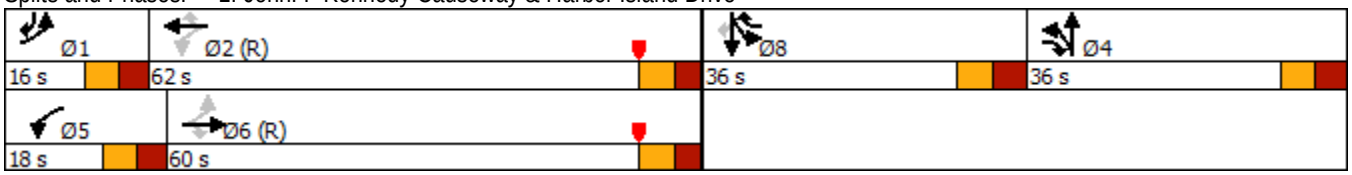
Future Total P.M.

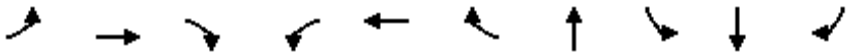
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	235	1687	40	22	2353	126	2	100	5	182
Future Volume (vph)	235	1687	40	22	2353	126	2	100	5	182
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	8	4	8	8	1
Permitted Phases	6		6	2		2				8
Detector Phase	1	6	4	5	2	8	4	8	8	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.7	35.7	12.0	47.3	35.7	35.7	35.7	35.7	12.0
Total Split (s)	16.0	60.0	36.0	18.0	62.0	36.0	36.0	36.0	36.0	16.0
Total Split (%)	10.7%	40.0%	24.0%	12.0%	41.3%	24.0%	24.0%	24.0%	24.0%	10.7%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag		Lead	Lag					Lead
Lead-Lag Optimize?										
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None

Intersection Summary

Cycle Length: 150
Actuated Cycle Length: 150
Offset: 97 (65%), Referenced to phase 2:WBTL and 6:EBTL, Start of Yellow
Natural Cycle: 145
Control Type: Actuated-Coordinated

Splits and Phases: 1: John. F Kennedy Causeway & Harbor Island Drive



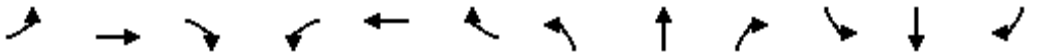


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	261	1874	44	24	2614	140	55	59	58	202
v/c Ratio	0.54	0.56	0.04	0.16	1.22	0.17	0.24	0.41	0.40	0.31
Control Delay	39.8	17.1	0.1	15.4	142.2	6.3	56.3	70.4	69.9	3.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	39.8	17.1	0.1	15.4	142.2	6.3	56.3	70.4	69.9	3.8
Queue Length 50th (ft)	173	371	0	6	~1089	23	22	60	58	0
Queue Length 95th (ft)	300	580	1	23	#1341	52	46	98	96	38
Internal Link Dist (ft)		435			523		242		95	
Turn Bay Length (ft)	215		175	200		175				
Base Capacity (vph)	481	3358	1229	214	2138	973	624	314	316	659
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.54	0.56	0.04	0.11	1.22	0.14	0.09	0.19	0.18	0.31

Intersection Summary

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	235	1687	40	22	2353	126	38	2	10	100	5	182
Future Volume (veh/h)	235	1687	40	22	2353	126	38	2	10	100	5	182
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.97	1.00		0.98	1.00		0.96	1.00		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h	261	1874	44	24	2614	140	42	2	11	115	0	202
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	3	3	3	3	3	3	3	3	3	3	3	3
Cap, veh/h	154	2772	966	166	2575	1015	153	21	114	521	0	321
Arrive On Green	0.08	0.73	0.73	0.03	0.68	0.68	0.09	0.09	0.09	0.15	0.00	0.15
Sat Flow, veh/h	1767	5066	1518	1767	5066	1541	1767	239	1317	3534	0	1537
Grp Volume(v), veh/h	261	1874	44	24	2614	140	42	0	13	115	0	202
Grp Sat Flow(s),veh/h/ln	1767	1689	1518	1767	1689	1541	1767	0	1557	1767	0	1537
Q Serve(g_s), s	9.0	29.7	1.0	1.0	76.3	3.5	3.3	0.0	1.2	4.3	0.0	18.0
Cycle Q Clear(g_c), s	9.0	29.7	1.0	1.0	76.3	3.5	3.3	0.0	1.2	4.3	0.0	18.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.85	1.00		1.00
Lane Grp Cap(c), veh/h	154	2772	966	166	2575	1015	153	0	134	521	0	321
V/C Ratio(X)	1.69	0.68	0.05	0.14	1.02	0.14	0.28	0.00	0.10	0.22	0.00	0.63
Avail Cap(c_a), veh/h	154	2772	966	258	2575	1015	333	0	294	667	0	384
HCM Platoon Ratio	1.33	1.33	1.33	1.33	1.33	1.33	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	47.7	13.3	6.2	18.8	24.3	6.3	64.1	0.0	63.1	56.4	0.0	54.3
Incr Delay (d2), s/veh	338.8	1.3	0.1	0.1	21.6	0.3	1.4	0.0	0.4	0.2	0.0	1.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	20.3	9.6	0.5	0.4	30.8	1.8	1.6	0.0	0.5	2.0	0.0	7.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	386.5	14.6	6.2	19.0	45.9	6.5	65.5	0.0	63.6	56.5	0.0	56.2
LnGrp LOS	F	B	A	B	F	A	E	A	E	E	A	E
Approach Vol, veh/h		2179			2778			55			317	
Approach Delay, s/veh		59.0			43.7			65.0			56.3	
Approach LOS		E			D			E			E	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	16.0	83.6		20.7	10.2	89.4		29.8				
Change Period (Y+Rc), s	7.0	* 7.3		* 7.7	7.0	* 7.3		7.7				
Max Green Setting (Gmax), s	9.0	* 55		* 28	11.0	* 53		28.3				
Max Q Clear Time (g_c+I1), s	11.0	78.3		5.3	3.0	31.7		20.0				
Green Ext Time (p_c), s	0.0	0.0		0.3	0.0	6.8		0.5				

Intersection Summary

HCM 6th Ctrl Delay		50.9
HCM 6th LOS		D

Notes

User approved volume balancing among the lanes for turning movement.
* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Intersection	
Intersection Delay, s/veh	11
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	14	155	101	19	8	158	77	113	1	36	1
Future Vol, veh/h	3	14	155	101	19	8	158	77	113	1	36	1
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	3	16	172	112	21	9	176	86	126	1	40	1
Number of Lanes	0	1	0	1	1	0	0	1	1	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	1	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	1	2	1
HCM Control Delay	10.5	10.5	11.5	9.6
HCM LOS	B	B	B	A

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1
Vol Left, %	67%	0%	2%	100%	0%	3%
Vol Thru, %	33%	0%	8%	0%	70%	95%
Vol Right, %	0%	100%	90%	0%	30%	3%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	235	113	172	101	27	38
LT Vol	158	0	3	101	0	1
Through Vol	77	0	14	0	19	36
RT Vol	0	113	155	0	8	1
Lane Flow Rate	261	126	191	112	30	42
Geometry Grp	7	7	6	7	7	6
Degree of Util (X)	0.424	0.167	0.282	0.203	0.048	0.072
Departure Headway (Hd)	5.839	4.796	5.317	6.503	5.787	6.1
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	611	738	667	555	622	590
Service Time	3.637	2.592	3.417	4.206	3.49	4.11
HCM Lane V/C Ratio	0.427	0.171	0.286	0.202	0.048	0.071
HCM Control Delay	12.9	8.6	10.5	10.9	8.8	9.6
HCM Lane LOS	B	A	B	B	A	A
HCM 95th-tile Q	2.1	0.6	1.2	0.8	0.2	0.2

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	17	23	155	155	0
Future Vol, veh/h	0	17	23	155	155	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	0	18	25	168	168	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	386	168	168	0	-	0
Stage 1	168	-	-	-	-	-
Stage 2	218	-	-	-	-	-
Critical Hdwy	4.4	4.9	4.13	-	-	-
Critical Hdwy Stg 1	4.4	-	-	-	-	-
Critical Hdwy Stg 2	4.4	-	-	-	-	-
Follow-up Hdwy	3.8	3.9	2.227	-	-	-
Pot Cap-1 Maneuver	720	803	1404	-	-	-
Stage 1	842	-	-	-	-	-
Stage 2	812	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	706	803	1404	-	-	-
Mov Cap-2 Maneuver	706	-	-	-	-	-
Stage 1	825	-	-	-	-	-
Stage 2	812	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.6	1	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1404	-	803	-	-
HCM Lane V/C Ratio	0.018	-	0.023	-	-
HCM Control Delay (s)	7.6	0	9.6	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Memorandum

☒ **Fort Lauderdale Office** · 1800 Eller Drive · Suite 600 · Fort Lauderdale, FL 33316 · 954.921.7781(p) · 954.921.8807(f)
☐ **West Palm Beach Office** · 560 Village Boulevard · Suite 340 · West Palm Beach, FL 33409 · 561.684.6161(p) · 561.684.6360(f)

Date:	September 6, 2023
To:	**Silvia E. Vargas, FAICP** Principal Planner / Calvin Giordano & Associates
From:	Salman A Rathore, PE / Pablo Chon Kan, E.I.
Subject:	7940 West Drive NBV Residential TIS Review Comments (2nd Submittal)
Project:	CGA 237816
CC:	

Traffic Study Comments

The following comments are based on the Traffic Study Report dated July 18th, 2023, and Response to Additional Traffic Study/Site Plan Comments dated August 28, 2023, prepared by Kimley-Horn and Associates, Inc.:

1. **Intersection Capacity Analysis (Table 3 / Pg. 15)** – Some approaches of the signalized intersection of 79th Street Causeway/John F Kennedy Causeway/SR 934 and Harbor Island Drive show failing LOS E. Provide mitigation and/or optimize the signal timings to achieve an overall level of service (D) or better for the individual approaches as well. Also coordinate with Miami Dade County Traffic Engineering Department and the Village to develop modified and acceptable signal timing plans.

   KH response 07/18/23: Based on City of North Bay Village's Unified Land Development Code, the adopted level of service is based on roadway segment level of service and not intersection approach. Therefore, to be consistent with the City of North Bay Village's Unified Land Development Code, mitigation is based on overall intersection LOS and not approach LOS. Nonetheless, signal timings were optimized at the intersection of 79th Street Causeway/John F Kennedy Causeway/SR 934 and Harbor Island Drive to improve approach delay. As a result of the proposed signal timing optimization, all approaches operating at LOS E are expected to operate with equal or less delay under future total conditions as compared to future background conditions. Further note that signal timing optimization would not be coordinated at this time given that it is a future condition. Further note that signal timings are optimized on an on-going basis by Miami-Dade County Department of Transportation and Public Works - Traffic Signals & Signs Division. Please refer to the updated traffic study contained in Attachment A-A

   CGA Response 07/21/23: Satisfied. 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.

2. **Table 4 / Pg. 16** – The above optimization should help in achieving better 95th percentile queue lengths as shown in Table 4. Please revise the table as needed.
   KH response 07/18/23: Comment noted. Please refer to the updated traffic study contained in Attachment A-A.
   CGA Response 07/21/23: Satisfied

3. **Adopted LOS (Tables 5/6/7) / Pg. 18** – The adopted LOS for the local roads is "C". Update relevant tables and associated parts of the report.
   KH response 07/18/23: Consistent with the North Bay Village Comprehensive Plan - Transportation Element, West Drive is considered a collector roadway. Therefore, consistent with Chapter 5.20.C of the City of North Bay Village's Unified Land Development Code, the adopted level of service (LOS) standard for collector roadways is LOS D. The relevant excerpt from the Comprehensive Plan is included in Attachment B-B.

   CGA Response 07/21/23: Please note that as per North Bay Village Comprehensive Plan - Transportation Element (Adopted March 8, 2023), West Drive is considered a local road. This is consistent with the policy in the Capital Improvement Element, which includes adopted level of service "C" for local roads only.

III. TRANSPORTATION ELEMENT
Goals, Objectives, and Policies

Policy 3.2.1: Maintain a peak hour traffic level of service "C" on the Village's local roadways, combined with the adoption and implementation of a multimodal transportation strategy (in lieu of traditional concurrency).

XII. CAPITAL IMPROVEMENTS ELEMENT
Goals, Objectives, and Policies

Policy 12.1.6: The Village shall use level of service standards adopted in the various elements of this Comprehensive Plan in reviewing the impacts of new development and redevelopment upon public facility provision. The adopted levels of service shall be as follows:

Local Roads	C
Wastewater	110 gpd per capita
Potable Water	110 gpd per capita
Solid Waste	4 lbs per person per day
Parks	1.5 acres per 1,000 population
Schools	100% utilization of Florida Inventory of School Houses (FISH) Capacity (with relocatable classrooms).

KH response 08/28/23: As discussed with City of North Bay Village staff via conference call on Tuesday, July 31, 2023, and via email on August 22, 2023, the City of North Bay Village are currently in the process of

updating their Unified Land Development Code to be consistent with the policies of the Comprehensive Plan. In the interest of continuing to move the project forward, the City of North Bay Village staff has agreed to accept West Drive as a collector facility with an adopted level of service (LOS) of D for the purposes of this analysis.

CGA Response 09/06/23: Satisfied

4. **2023 Multimodal Quality / Level of Service Handbook (Tables 5/6/7)** - Include references from C5 Context Classification, 2023 Quality LOS Tables showing adopted LOS volumes and show calculations/logic for applying reduction factors.

(2) Based on C5 Context Classification non-state signalzied roadway (10% reduction), two-lane undivided with no exclusive turn lanes (20% reduction).
(3) Based on FDOT's *2023 Multimodal Quality/Level of Service Handbook.*

KH response 07/18/23: Comment noted. Please refer to Appendix K of the updated traffic study contained in Attachment A-A which includes the utilized excerpts from the 2023 Multimodal Quality/Level of Service Handbook.

CGA Response 07/21/23: Satisfied but Tables 5/6/7 must be revised as per comment provided in Point # 3 above.

KH response 08/28/23: Please refer to the comment #3 follow-up response. As the City of North Bay Village has agreed to accept West Drive as a collector facility with an adopted LOS D, tables 5, 6, and 7 were not updated.

CGA Response 09/06/23: Satisfied

5. **Parking Demand Calculations / Pg. 19** – Are parking calculations based on the latest ITE Parking Manual? Show calculations and include relevant references showing parking rates used.

KH response 07/18/23: Parking calculations were based on the City of North Bay Village's zoning code. The latest parking calculations prepared by others are included in Appendix A of the updated traffic study contained in Attachment A-A.

CGA Response 07/21/23: Satisfied.

Site Plan Comments

6. Please provide technical documentation supporting the reduction of 35% of the total parking spaces and loading spaces required per Sec. 9.3. C of the Code of Ordinances.

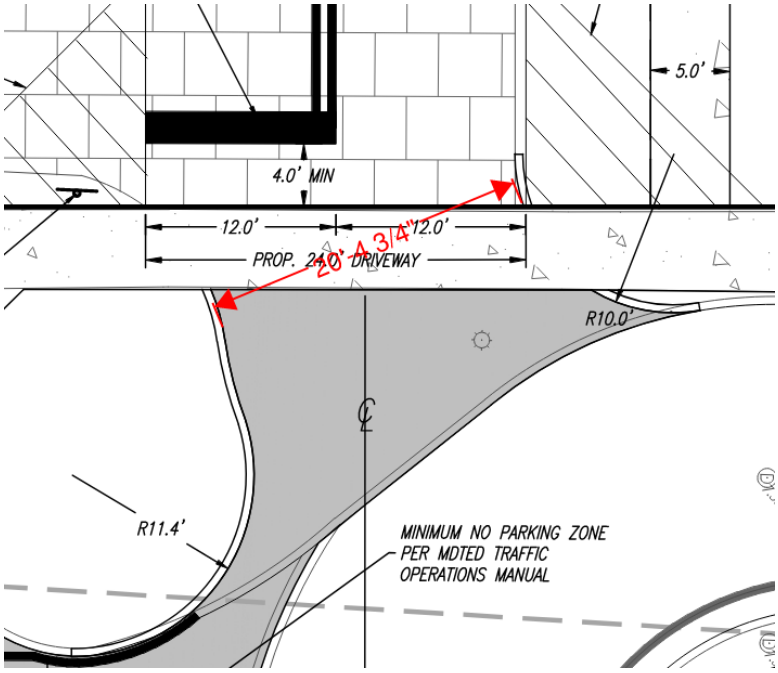
KH response 07/18/23: This item will be forthcoming.

CGA Response 07/21/23: This comment will remain open until appropriate documentation is provided.

CGA Response 09/06/23: This comment will remain open until appropriate documentation is provided.

7. Please note that handicapped accessible parking spaces shall be developed in accordance with all applicable provisions of the most recent version of the Florida Accessibility Code. Please review the total number of ADA parking spaces.
   KH response 07/18/23: Please refer to sheet A-003. Revised table including ADA parking for residents.
   CGA Response 07/21/23: Satisfied.

8. Please note that Sheet L410 shows palm trees to be preserved in the middle of the access driveway. Please address this issue. Also, please note that no obstruction shall be permitted within the sight distance triangle, Sheet L410 shows parking spaces within the ST. Please address this issue.
   KH response 07/18/23: This item will be forthcoming.
   CGA Response 07/21/23: This comment will remain open until appropriate documentation is provided. Please review the entire Landscape set and address this same comment, parking spaces, and landscaping should be removed from the sight triangles.
   KH response 08/28/23: Please refer to the updated plan sheet contained in the re-submittal package.
   CGA Response 09/06/23: Conditional approval note— As per our meeting on 09/06/2023, please shift the Gumbo Limbo tree to leave enough space so the vehicles coming out of the project have plenty of visibility when turning right. Also, please note that the width of the driveway shall be modified to comply with the Village Standards.



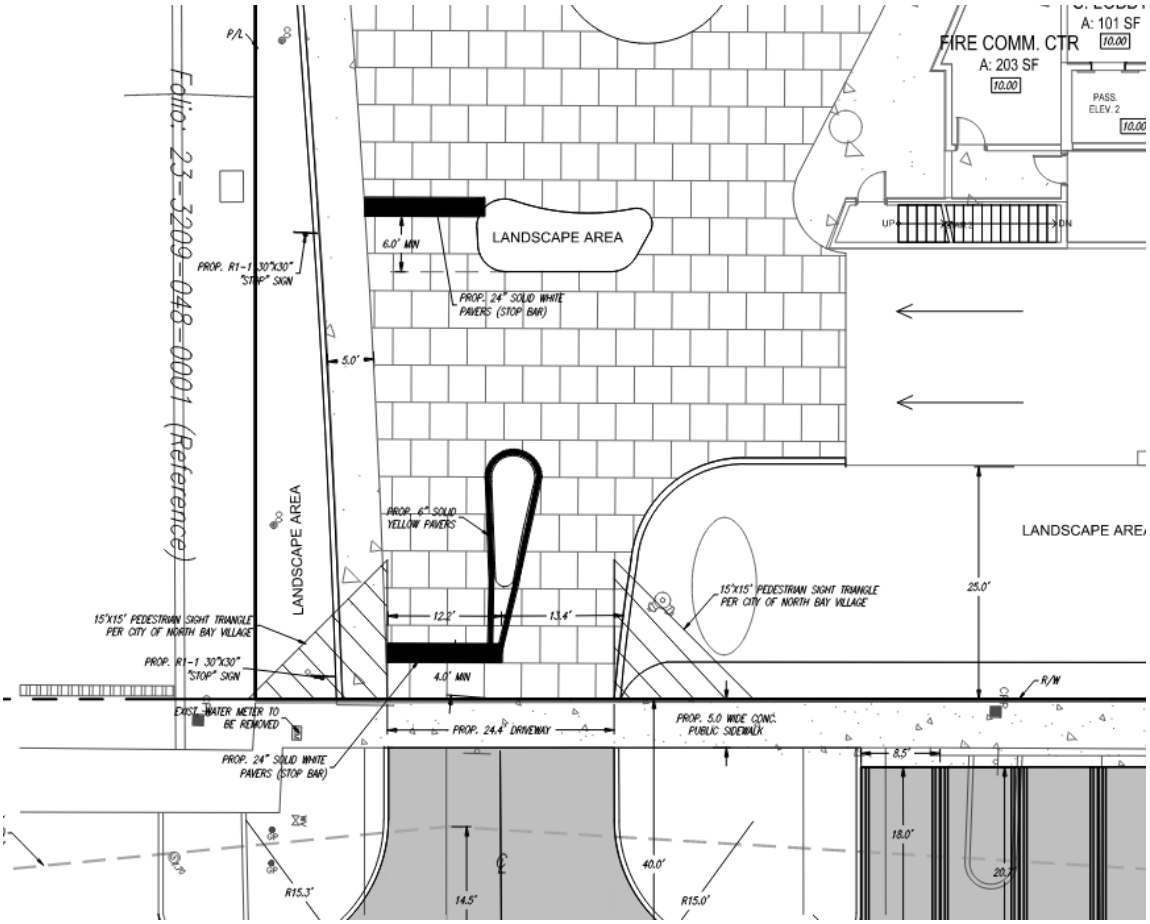
9. Please provide a Signage and Pavement Marking Sheet signed and sealed by a professional engineer registered in the State of Florida.

KH response 07/18/23: This item will be forthcoming.

CGA Response 07/21/23: This comment will remain open until appropriate documentation is provided.

KH response 08/28/23: Please refer to the signage and pavement marking plans provided in re-submittal package.

CGA Response 09/06/23: Conditional Approval note— As per our meeting on 09/06/2023, the applicant shall modify the dimensions of the parking spaces to comply with Chapter 9 Section 9.3-E.4. Also, the applicant shall change the arrows at the entrance to show one inbound and one outbound and shall add a stop bar and a stop sign to prevent conflicts between the two conflicting movements shown below, i.e., traffic entering the project (through-right) and traffic exiting the parking lot. Please provide a traffic control device for those movements. The applicant shall add a sign indicating one-way traffic. The applicant shall provide pavement markings and signalization for the parking lot.



10. As noted, a variance is required for the width of the aisles (22' provided—23' required). This comment will remain open until the variance is approved.

KH response 07/18/23: This item will be forthcoming.

CGA Response 07/21/23: This comment will remain open until appropriate documentation is provided.
KH response 08/28/23: Please refer to the updated plan sheet contained in the re-submittal package.
CGA Response 09/06/23: Not satisfied. This comment will remain open until appropriate documentation is provided.

11. Please provide the location of the dumpster. Please provide an auto-turn exhibit of the design vehicle accessing and exiting the dumpster location. Sheet A004 shows auto-turn movements, please note that the segment at the entrance of the driveway does not show the path of the design vehicle, please add that portion to the exhibit.
    KH response 07/18/23: Garbage truck will enter the Site for Pick up at the loading area.
    CGA Response 07/21/23: Not satisfied. Please note that the paths shown in sheet A004 are blocked by the hatch of the driveway. Please address this issue. Also, the Attachment B of the Maneuverability Memo shows the design vehicle entering the project making a left turn at the roundabout, going against the traffic flow. Please refer to this movement.
    KH response 08/28/23: Please note that consistent with the building management plan, a dockmaster is proposed during all loading/delivery hours to facilitate loading and delivery operations to minimize any potential conflicts within the public right-of-way. Furthermore, note that based on coordination with City staff, trash collection will occur during off-peak periods. Refer to the updated maneuverability analysis memo provided in Attachment A-1.
    CGA Response 09/06/23: Conditional Approval note— As per our meeting on 09/06/2023, the applicant shall remove the auto-turn exhibit showing the design vehicle driving against the flow of traffic.

12. Additional comments may follow.

Date: September 6, 2023

Salman Rathore, P.E.
Project Manager, Transportation & Mobility Department
Calvin Giordano & Associates

Kimley»Horn

MEMORANDUM

To: Silvia E. Vargas, FAICP
Principal Planner/Calvin Giordano & Associates/North Bay Village

CC: Salman A. Rathore, P.E.
Calvin, Giordano & Associates, Inc.

From: Cory D. Dorman, P.E., PTOE
Danish Hussaini, E.I.

Date: September 6, 2023

Subject: CGA 226068 7940 North Bay Village
Response to Additional Traffic Study/Site Plan Comments

We have received additional comments provided by Calvin Giordano & Associates on behalf of North Bay Village received on September 5, 2023. We offer the following responses to the remaining site plan comments:

SITE PLAN REVIEW COMMENTS

6. Please provide technical documentation supporting the reduction of 35% of the total parking spaces and loading spaces required per Sec. 9.3. C of the Code of Ordinances.

   Response (7/18/2023): This item will be forthcoming.

   Follow-Up Comment (7/21/2023): This comment will remain open pending approval of the variance.

   Follow-Up Response (8/28/2023): Comment noted.

   Follow-Up Comment (9/5/2023): This comment will remain open pending approval of the variance.

   Follow-Up Response (9/6/2023): Comment noted.

8. Please note that Sheet L410 shows palm trees to be preserved in the middle of the access driveway. Please address this issue. Also, please note that no obstruction shall be permitted within the sight distance triangle, Sheet L410 shows parking spaces within the ST. Please address this issue.

   Response (7/18/2023): This item will be forthcoming.

   Follow-Up Comment (7/21/2023): This comment will remain open until appropriate documentation is provided. Please review the entire Landscape set and address this same comment, parking spaces, and landscaping should be removed from the sight triangles.

Follow-Up Response (8/28/2023): Please refer to the updated plan sheet contained in the re-submittal package.

Follow-Up Comment (9/5/2023): There's a safety concern about the location of the proposed Gumbo Limbo. Please note that although the sight triangle may not contain any bushes, hedges, or trees (which helps pedestrian traffic), the auto-turn exhibit shows the vehicles temporarily invading the opposite lane to be able to maneuver out of the project and the location of the Gumbo Limbo obstructs the sight to the left. Please consider removing any tree from that portion of the driveway or using another type of landscaping. Also, please note that the width of the driveway seems to be less than 23 ft when measured as a cross-section (please see below). Please address this issue.

Follow-Up Response (9/6/2023): Please refer to the updated ground level plan included in the re-submittal package, as discussed with City staff via conference call on 9/6/2023.

9. Please provide a Signage and Pavement Marking Sheet signed and sealed by a professional engineer registered in the State of Florida.

   Response (7/18/2023): This item will be forthcoming.

   Follow-Up Comment (7/21/2023): This comment will remain open until appropriate documentation is provided.

   Follow-Up Response (8/28/2023): Please refer to the signage and pavement marking plans provided in re-submittal package.

   Follow-Up Comment (9/5/2023): Please note that regular parking spaces must be 18 ft by 9 ft and 18 ft by 13 ft for accessible parking spaces, as per Chapter 9 Section 9.3-E.4. Please address this issue. Please note that the plan shows two arrows outbound, please change it to show one inbound and one outbound. Furthermore, please note that sheet PMS-1 shows two conflicting movements (see below), traffic entering the project (through-right) and traffic exiting the parking lot. Please provide a traffic control device for those movements. Please note that the roundabout should have a sign indicating one-way traffic. Please provide pavement markings and signalization for the parking lot.

   Follow-Up Response (9/6/2023): Please refer to the updated ground level plan included in the re-submittal package, as discussed with City staff via conference call on 9/6/2023.

10. As noted, a variance is required for the width of the aisles (22' provided - 23' required). This comment will remain open until the variance is approved.

    Response (7/18/2023): This item will be forthcoming.

    Follow-Up Comment (7/21/2023): This comment will remain open pending approval of the variance. In addition, in the revised plans, the service entrance width (north entrance) is shown to be 20 feet-4 inches at the ingress point (Site Plan and Ground Floor Plan). This

ingress must be 23 feet wide; it should not be included in the variance. The Paving and Grading Plan (PD-2) shows the aisle width as exceeding 23 feet, but the dimension is shown including part of the internal sidewalk. These inconsistencies must be addressed, and the required ingress dimension provided.

Follow-Up Response (8/28/2023): Please refer to the updated plan sheet contained in the re-submittal package.

Follow-Up Comment (9/5/2023): Not satisfied. This comment will remain open until appropriate documentation is provided.

Follow-Up Response (9/6/2023): Please refer to the updated service entrance width at 23' on ground floor and site plan.

11. Please provide the location of the dumpster. Please provide an auto-turn exhibit of the design vehicle accessing and exiting the dumpster location. Sheet A004 shows auto-turn movements, please note that the segment at the entrance of the driveway does not show the path of the design vehicle, please add that portion to the exhibit.

    Response (7/18/2023): Garbage truck will enter the Site for Pick up at the loading area.

    Follow-Up Comment (7/21/2023): Not satisfied. Please note that the paths shown in sheet A004 are blocked by the hatch of the driveway. Please address this issue. Also, the Attachment B of the Maneuverability Memo shows the design vehicle entering the project making a left turn at the roundabout, going against the traffic flow. Please refer to this movement.

    Follow-Up Response (8/28/2023): Please note that consistent with the building management plan, a dockmaster is proposed during all loading/delivery hours to facilitate loading and delivery operations to minimize any potential conflicts within the public right-of-way. Furthermore, note that based on coordination with City staff, trash collection will occur during off-peak periods. Refer to the updated maneuverability analysis memo provided in Attachment A-1.

    Follow-Up Comment (9/5/2023): Please note that the refuse vehicle (ingress) seems to encroach into the roundabout, please clarify if that is a traversable curb. Also, please provide documentation about the trash collection programming.

    Follow-Up Response (9/6/2023): Please refer to the updated maneuverability analysis contained in Attachment A-1 as discussed with City staff via conference call on 9/6/2023.

We trust that these responses adequately address the comments provided. Please contact us if you have any questions.

K:\FTL_TPTO\143685000-7940 NBV\correspondence\comments\Traffic Study Comments\09 2023\09 2023 - Response to Additional City Traffic Study Comments.docx

Attachment A-1

Updated Maneuverability Analysis Memo

Kimley»Horn

MEMORANDUM

To: Silvia E. Vargas, FAICP
City of North Bay Village

From: Cory D. Dorman, P.E., PTOE

Date: September 6, 2023

Subject: 7940 North Bay Village
Maneuverability Analysis

Kimley-Horn and Associates, Inc. has prepared a maneuverability analysis for the proposed 7940 North Bay Village development located at 7938-7940 West Drive in North Bay Village, Florida. The analysis was prepared for the ground level access to the parking garage, parking garage, loading areas, and refuse collection areas. The analysis was performed using Transoft's *AutoTurn 11* software design vehicle turning templates and vehicle turning templates consistent with American Association of State Highway and Transportation Officials' (AASHTO), *A Policy on Geometric Design of Highways and Streets*, 2004/2011/2018. The analysis was prepared using passenger car (P) design vehicles for ground level access and a front-loaded refuse vehicle for trash collection on-site. Note that based on input from City staff, a 30-foot trash collection vehicle is expected to serve the site. Nonetheless, to provide a conservative analysis, a 33'10" trash collection vehicle was utilized as part of the analysis. The following summarizes the results of this analysis.

Parking Garage Access and Parking Garage

Access to the on-site drop-off/pick-up area and parking garage is provided via one (1) full access driveway located along the west side of West Drive. A P design vehicle will be able to maneuver into and through the ground floor and proposed on-site parking garage without conflicting with oncoming traffic, refer to Attachment A.

Loading Area

Access to the loading area is provided via one (1) loading-only driveway along the west side of West Drive. Front-loaded refuse vehicles will be able to maneuver into and out of the on-site loading area, refer to Attachment B. Note that front-loaded refuse vehicles perform all maneuvers internal to the site within private property.

Conclusion

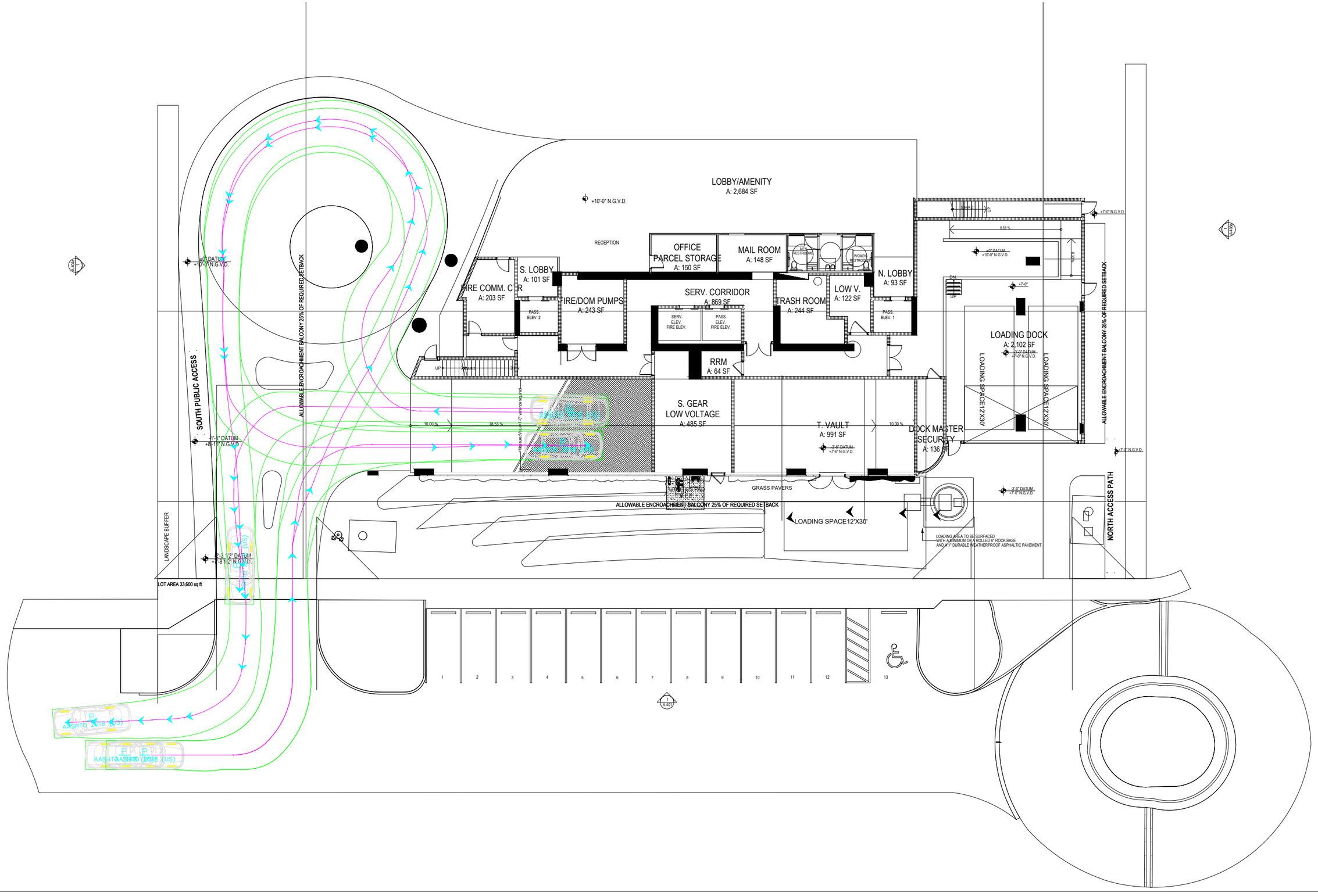
In conclusion, passenger vehicles and refuse vehicles will be able to ingress, egress, and travel through the site and loading areas.

K:\FTL_TPTO\143685000-7940 NBV\correspondence\memo\7940 NBV Maneuverability Analysis Memo.docx

Attachment A

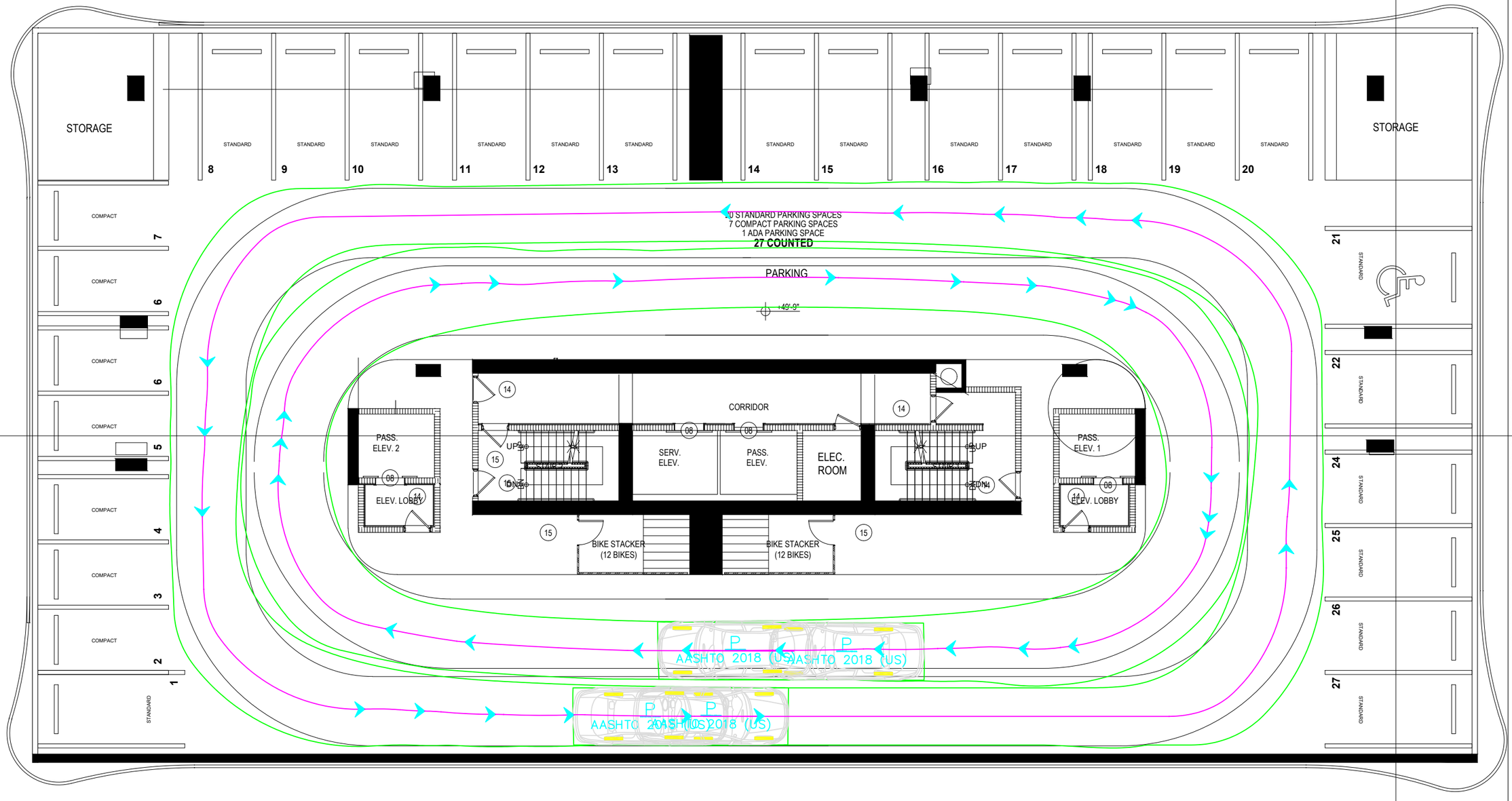
Passenger Vehicle Maneuverability Plots

Passenger Vehicles



ALLOWABLE ENCROACHMENT BALCONY 25% OF REQUIRED SETBACK

ALLOWABLE ENCROACHMENT BALCONY 25% OF REQUIRED SETBACK

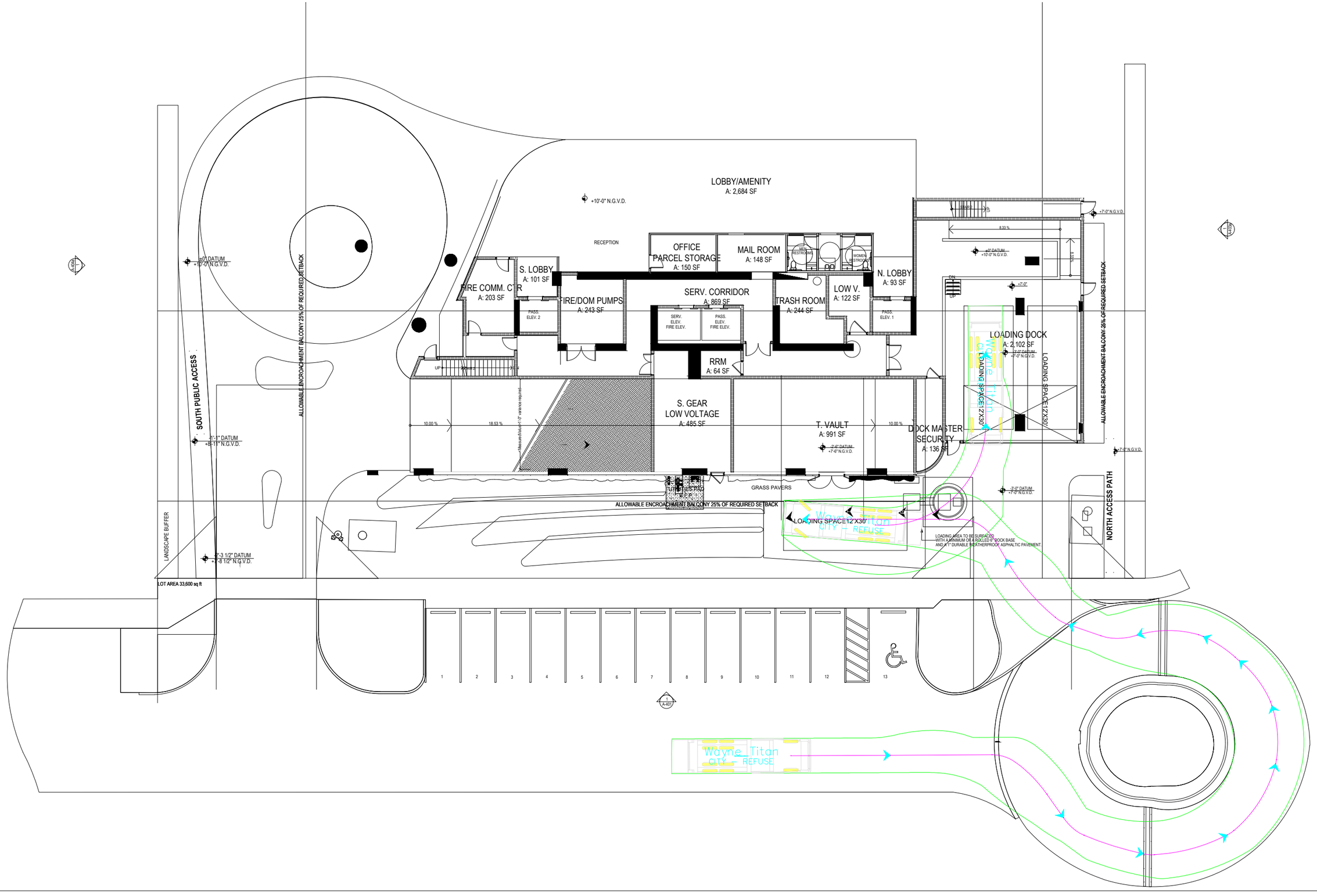


ALLOWABLE ENCROACHMENT BALCONY 25% OF REQUIRED SETBACK

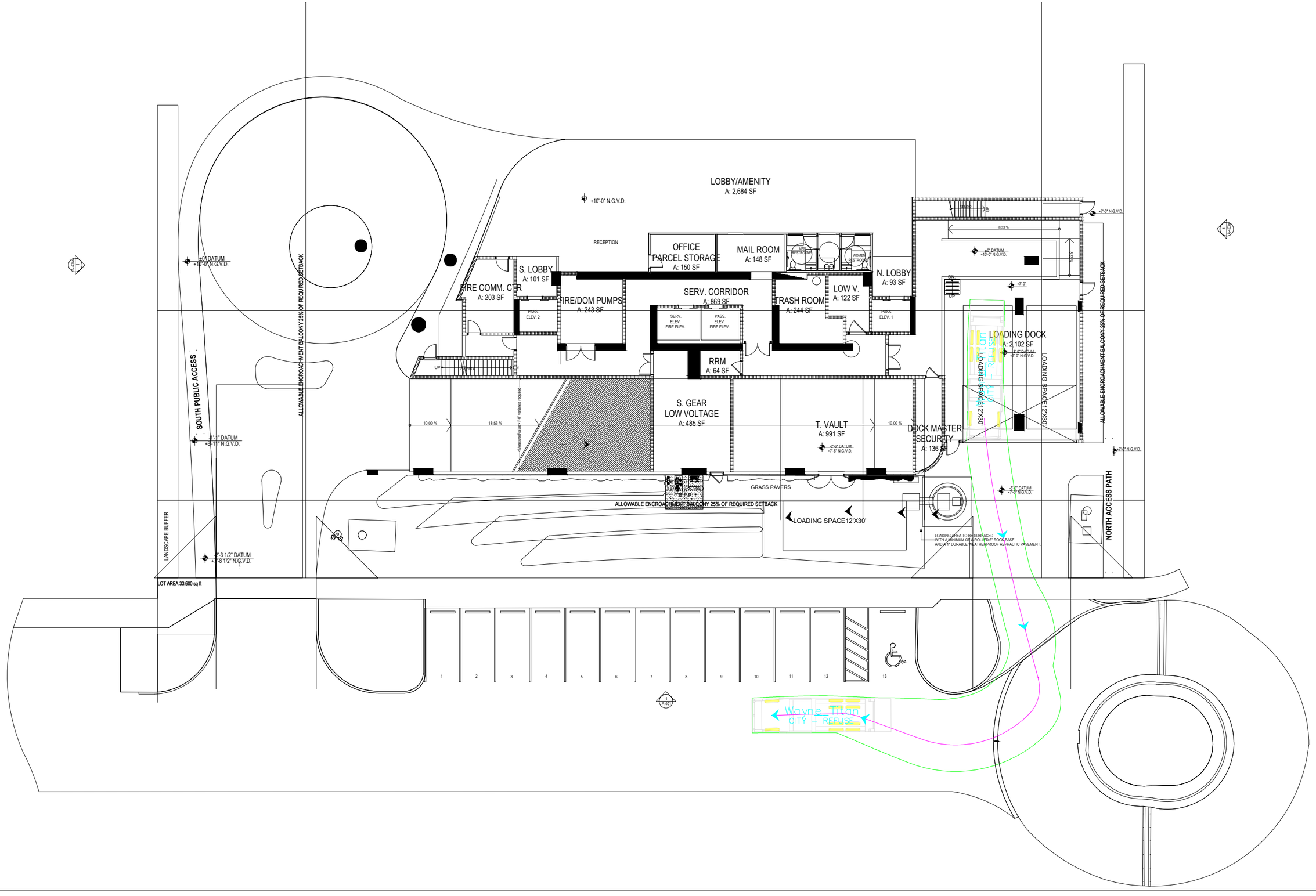
Attachment B

Refuse Maneuverability Plots

Refuse Vehicle (Ingress)



Refuse Vehicle (Egress)



ECSG
ENERGY COST
SOLUTIONS GROUP, LLC

To whom it may concern:
North Bay Village Building Department

Date: July 17, 2023

Re: North Bay Village
Location: 7940 West Drive, North Bay Village FL 33141

This letter, regarding the project mentioned above, is intended to demonstrate compliance with the City of North Bay Village and Miami-Dade County, sustainability requirements.

After reviewing the drawings and holding discussions with the owner and design team, it is my opinion that the project is eligible for the National Green Building Standard (NGBS) and is in good standing to achieve a gold level certification under the program.

The NGBS certification program is developed by Home Innovation, and this green building program is thorough, and it is intended to be used by designers, builders and developers to improve the efficiency of buildings while reducing environmental impacts associated with real estate development projects, while promoting healthier indoor and outdoor environments.

The "North Bay Village" project has been registered with the Home Innovation Research Laboratory to use the NGBS 2020 program and the team has a strategy in place to achieve the Gold level certification. In addition to the NGBS 2020 Gold level certification (14 points towards the City's' Sustainability Initiative) the project has included another 16 points through a combination of various energy /water efficiencies and other green building measures, for a total of 30 points. Please see the addendum below for the detailed list of efforts for compliance with the City's' Sustainability Initiative.

Please feel free to contact me directly with any questions, comments, or concerns. I will be working with the project team, to ensure NGBS certification.

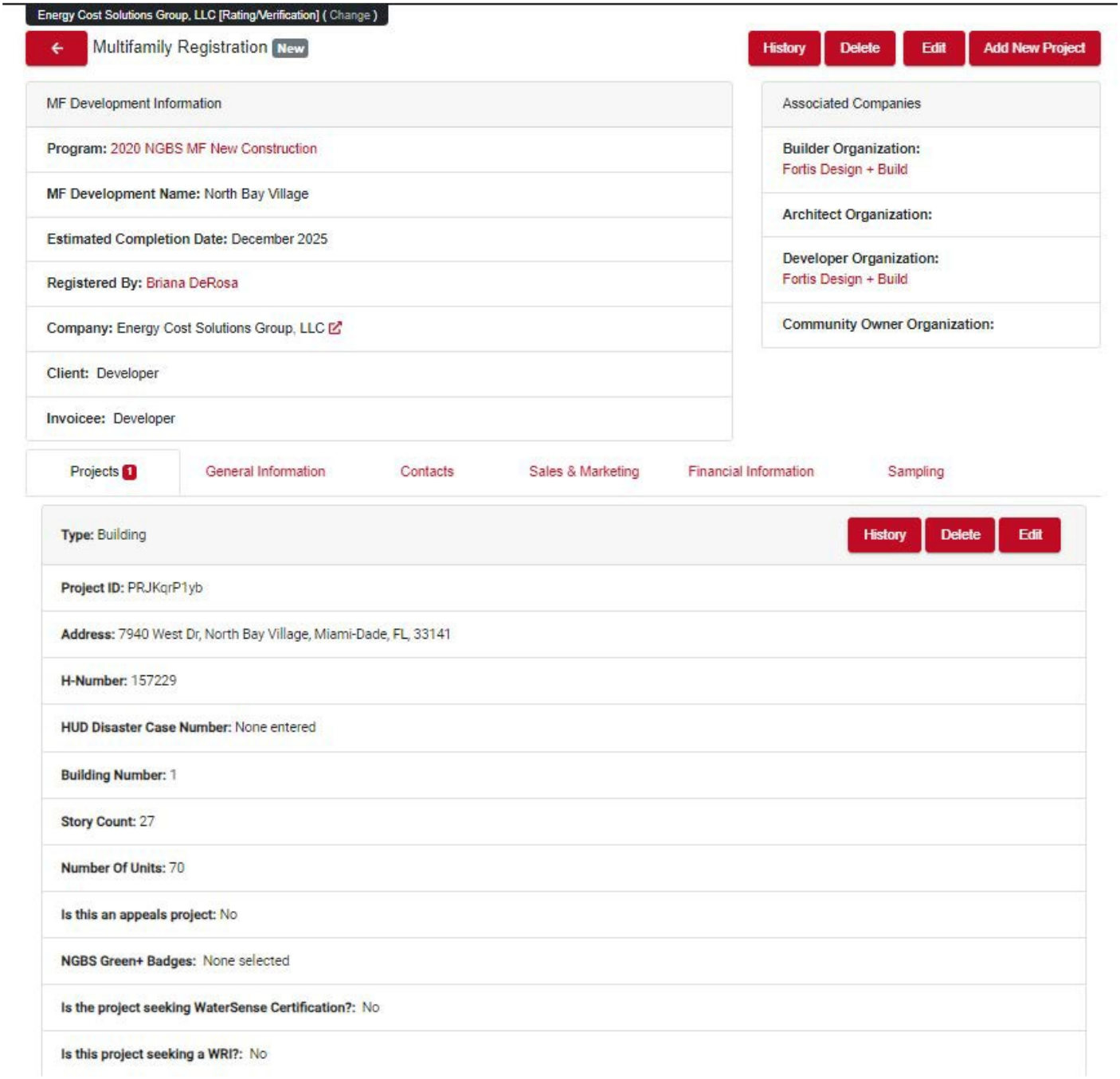
Best regards,

Jason Biondi
Owner / Managing Director
786.897.7783

Addendum "A" below includes project National Green Building Standard (NGBS) registration, Gold level certification information and details.

Addendum "B" below includes overall NGBS and N. Bay Village Scorecard Matrix & Summary

Home Innovation Research Laboratory - NGBS 2020 MF Registration



Energy Cost Solutions Group, LLC [Rating/Verification] (Change)

Multifamily Registration New

History | Delete | Edit | Add New Project

MF Development Information

Program: 2020 NGBS MF New Construction

MF Development Name: North Bay Village

Estimated Completion Date: December 2025

Registered By: Briana DeRosa

Company: Energy Cost Solutions Group, LLC

Client: Developer

Invoicee: Developer

Associated Companies

Builder Organization: Fortis Design + Build

Architect Organization:

Developer Organization: Fortis Design + Build

Community Owner Organization:

Projects 1 | General Information | Contacts | Sales & Marketing | Financial Information | Sampling

Type: Building — History | Delete | Edit

Project ID: PRJKqrP1yb

Address: 7940 West Dr, North Bay Village, Miami-Dade, FL, 33141

H-Number: 157229

HUD Disaster Case Number: None entered

Building Number: 1

Story Count: 27

Number Of Units: 70

Is this an appeals project: No

NGBS Green+ Badges: None selected

Is the project seeking WaterSense Certification?: No

Is this project seeking a WRI?: No

ECSG
ENERGY COST
SOLUTIONS GROUP, LLC

National Green Building Standard Scoring Analysis

NGBS GREEN
Home Innovation Research Labs

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Summary of Results of the Design Phase

Project Name: North Bay Village
Location: 7940 West Dr, North Bay Village, Florida 33141

✓	No Mandatory items missing on the "Overview (Design)" page

	Points Required				Points Claimed	Mandatory Practices	No Errors
	Bronze	Silver	Gold	Emerald			
Chapter 5: Lot Design, Preparation, and Development	50	64	93	121	164	✓	✓
Chapter 6: Resource Efficiency	43	59	89	119	89	✓	✓
Chapter 7: Energy Efficiency	30	45	60	70	90	✓	✓
Chapter 8: Water Efficiency	25	39	67	92	79	✓	✓
Chapter 9: Indoor Environmental Quality	25	42	69	97	72	✓	✓
Chapter 10: Operation, Maintenance, and Building Owner Education	8	10	11	12	19	✓	✓
Additional Points required	50	75	100	100			
Additional points required due to SF over 4000 (601.1)	0	0	0	0			
Total points required	231	334	489	611	513		

Additional Points Claimed	332	254	124	2

Overall Level Achieved for Design	**Gold**

The project demonstrates compliance with NGBS ICC-700 Gold certification and the N. Bay Village municipal requirements (18-point score minimum) through combination of various energy /water efficiencies and other green building measures as follow:

1. IECC 2020 Savings of 15% or better by specifying Mechanical Efficiency: 15 SEER or better and Envelope Efficiency - Glazing Specification: 0.50 SHGC or better for each dwelling unit.

2. Water Efficient Plumbing Fixtures Selection and ENERGY-STAR Appliances for ALL Dwelling Unit(s).

3. Innovating Irrigation Technology in combination of Micro Irrigation for specified native/ adaptive landscape and turf areas.

4. Low-VOC Paint, Coatings, Adhesives, Sealants, Insulation & Flooring Selection for ALL interior area(s) of each dwelling unit and common area.

5. Erosion & Sediment Control compliance measures and Indoor Air Quality Management as per NGBS ICC-700 Guidelines and requirements.

6. Building Material Selection with high Recycled & Regional Content & Eco-Friendly Flooring & Ceiling materials for ALL Dwelling Unit(s).

7. Electrical Vehicle Charging Stations for parking spaces (10 chargers 4 x N. Bay Village checklist points).

8. All roofing products need to be EnergyStar certified or SRI compliant. All pool/ amenity decks over conditioned space need light colored pavers with SR of 33 or higher. (4 x N. Bay Village checklist points)

9. All ground floor hardscape to use products at or above SR .30 or higher. (4 x N. Bay Village checklist points)

10. EnergyStar lights (LED okay) and appliances - refrigerator, dishwasher, clothes washer, exhaust fans and any ceiling fans throughout the project. (4 x N. Bay Village checklist points)

11. National Green Building Standard (NGBS) GOLD level certification – 14 x N. Bay Village checklist points.

Total N. Bay Village Green Building checklist points = 30

RESOLUTION NO. 2023-XX

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 / APPROVING WITH CONDITIONS / DENYING] 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 that includes structured parking (collectively, the "Project"); and

WHEREAS, the site plan for the Project is attached hereto as Exhibit "C"; 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 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-____, 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 by a vote of 4-0 recommended approval with conditions of the Site Plan request; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on _____, 2023 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find the proposed Site Plan is [consistent/not 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 "C"), is hereby [approved/denied/approved subject to the following conditions]:

General conditions

1. The Project Approval shall be valid for two (2) years, commencing on the effective date of the Approval Resolution, within which time the Applicant must obtain the Master Building Permit, except as provided in the Development Agreement or applicable law. No more than two (2) additional 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 (together, the initial two-year term and any subsequent extension that has been granted by the Village Commission, is the "Project Validity Period"). 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 approval and the Development Agreement pursuant to Section 4.d of the Development Agreement.
3. 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 payments, 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.
4. 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.
5. 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 (Attachment 2):
      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) (Attachment 3):
      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) (Attachment 4):
   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 (Attachment 5).

E. Level of Service Assessment prepared by Schwebke, Shiskin & Associates, digitally signed by Hernando J. Navas on 6/6/23 (Attachment 6).

F. Traffic Impact Analysis prepared by Kimley Horn, dated June 2023; digitally signed by Cory Dorman, P.E. 06/09/23 (Attachment 7); 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 (Attachment 7a).

G. Letter of eligibility, National Green Building Standard (NGBS) registration - Gold level, and Scorecard, prepared by ESBG and dated 07/17/23 (Attachment 8).

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.

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 request is for the maximum height bonus, which will result in a maximum building height (with bonus) of no more than 240 feet.
2. The Applicant shall pay a nonrefundable deposit equivalent to ten percent (10%) of the total amount due in community contribution fees related to the approved bonus height within 90 days of site plan approval by the Village Commission. The balance shall be paid concurrently with the issuance of a building permit.
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 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. Pursuant to Sec. 8.12.B.2. the Applicant is entitled and has requested, to receive approval for additional building height of up to thirty percent (30%) above the maximum permitted height (not to exceed 312 feet with the application of all bonuses) to accommodate the transferred density.
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).

Landscape and Public Realm:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

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. 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. 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 to 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.

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/does not meet] the applicable Site Plan Review Standards provided in Section 5.8. The requested site plan approval [is/is not] contrary to the public interest or detrimental to the community and [is/is not] compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project [supports/does not support] 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/is not] compatible with surrounding intensities and densities of development, [provides/does not provide] access to adequate light and air for surrounding properties, [provides/does not provide] commercial use(s) intended to serve the needs of the residents; and [creates/does not create] 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 ___ 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 Andrew Rotondaro	___
Commissioner Rachel Streitfeld	___

PASSED AND ADOPTED on this ___ day of _____ 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)

Exhibit “C”
DEVELOPMENT AGREEMENT

(Attached)

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - SEPT. 28, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

09/18/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
18 day of SEPTEMBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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 SECOND REGULAR MEETING ON SEPTEMBER 28, 2023 AT APPROXIMATELY 6:30 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:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC , TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF REGULARLY APPLICABLE PARKING REQUIREMENTS; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

9/28/2023

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER DENSITY RIGHTS FOR 16 DWELLING UNITS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; 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; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) BY COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $10,000,000 OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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 IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 844 4526 6697
PASSCODE: 211503

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) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). 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 .

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9/28/2023

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE 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. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
9/18

23-59/0000684419M

3/3

ITEM NO. 13.I

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A Resolution Considering a Request by 7940 NBV Partners, LLC for a Use Exception to Allow Compact Parking Spaces for a Project at 7938-7940 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/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: Recommend approval subject to conditions and contingent upon approval by the Village Commission of a companion variance request and Site Plan applications.

BACKGROUND AND ANALYSIS

The original Staff report is attached and includes Attachments A through D.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

7940 W Drive_Use Exception_Staff Report_PZB 072723.pdf
Attachment A_Boundary Survey.pdf
Attachment B_Letter of Intent (071823).pdf
Attachment C_Arch Plan Sheets A-103 to A-105 (071723).pdf
Attachment_D_Reso_Use_Exception_7940_West_Drive_VC_092823.docx
DBR Meeting Notice 09.28.23.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: **July 27, 2023**

To: **Planning and Zoning Board**

From: **Silvia E. Vargas, FAICP, Village Planner**

Subject: **STAFF REPORT – Review of Use Exception Request for Compact Parking to be provided at a development project to be located at 7940 West Drive**

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1. General Information

Owner/Applicant:	7940 NBV Partners, LLC
Applicant Address:	4531 Prairie Avenue, Miami Beach, FL
Site Address:	7940 West Drive
Site Acreage	0.77 acres
Folio Numbers	23-3209-001-0400 and 23-3209-001-0420
Contact Person:	Graham Penn Bercow Radell Fernandez Larkin + Tapanes
Phone Number:	305.377.6229
E-mail Address	gpenn@brzoninglaw.com

2. Legal Description of Subject 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. (Refer to Boundary Survey, included as Attachment A).

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 Map Classifications and Zoning District

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)
	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

5. Background

On June 12, 2023, applications were submitted by applicant 7940 NBV Partners LLC (the Applicant) to North Bay Village to initiate the review process of a proposed 70-unit multifamily residential condominium to be located at 7938-40 West Drive (7940 West Drive Project). In addition to this application for Use Exception, the Applicant is requesting Site Plan approval under Sec. 5.8 of the ULDC; a height bonus to increase the building height from 150 to 204 feet pursuant to Sec. 8.12.B.1; the transfer of density rights (TDRs) from Village-owned property, along with additional height up to 312 feet, pursuant to Sec. 8.13.B; a variance to decrease the minimum parking aisle width from 23 to 22 feet, as well as a variance to the parking requirement to allow the provision of 74 spaces less than the current minimum requirement, both under Sec. 7.3.

6. Description of Applicant's Request

The Applicant requests approval from the Village Commission for a Use Exception in accordance with the provisions of Sec. 8.11. of the ULDC, to design up to 20 percent of the proposed parking (135 spaces) specifically for compact vehicles, provided such spaces are clearly marked "for compact cars only" and collectively located in a defined area. See letter of intent included as Attachment B.

It must be noted that Subsection 9.3.E.5.a. of the ULDC allows this exception based on a project's *required* number of parking spaces, which for this project is 212 spaces. The proposed reduction in the number of parking spaces provided is subject to approval of a variance request that would permit the project to provide 135 spaces, as depicted on the Site Plan, where 212 spaces are

required. Therefore, approval of the proposed Use Exception to provide up to 20 percent of the total provided parking spaces (equivalent to 27 spaces) as compact spaces would be contingent first on approval of the variance and then on approval of the Site Plan, both by the Village Commission.

8. Consistency with Comprehensive Plan

This Application is generally consistent with the NBV100 Comprehensive Plan as it relates to the reduction in the need for parking to allow for a more pedestrian-oriented community, prioritizing people over cars and emphasizing aesthetic quality in new development and redevelopment.

9. Compliance with the ULDC and Compatibility with Adjacent Uses

The Use Exception request is consistent with the provisions of Sec. 8.11. The change in the size of certain parking spaces located within a parking garage and not be visible from the outside of the building, would not impact compatibility with adjacent uses.

The request, however, is based on a reduced overall number of parking spaces, which in turn is contingent upon the granting of a variance from the requirements of Sec. 9.3.C. Until the variance is secured, the Use Exception request may not be considered in compliance with Sec. 9.3.E.5.a., given the specific wording of this provision of the ULDC.

According to the Letter of Intent provided by the Applicant, valet service is proposed as part of the development and will be available at all times. This would make the development in compliance with Sec. 9.3.E.5.b., which requires that applicants seeking approval for the use of compact parking spaces provide valet parking services in perpetuity. A valet parking Business Tax Receipt must be obtained by such projects annually from the Village.

The Site Plan drawing set dated 7/17/23 and submitted on 7/18/23 indicates that there will be between 5 and 7 compact parking spaces per parking level and that these spaces will be grouped in defined areas of each level. Although this is not strictly in compliance with the provision of Sec. 9.3.E.5.a requiring that compact parking spaces must be “collectively located in a defined area,” Staff acknowledges that each level of the proposed parking garage, as presented, contains less than 30 parking spaces. Therefore, it is more reasonable to define separate areas on each level and split the compact spaces among all the levels rather than collect all 27 on a single level.

Recommendation

Without the variance approval, the request, as presented, does not comply with the provisions of Sec .9.3.E.5.a. A recommendation to approve the Use Exception would be subject to the Village Commission’s decision regarding the variance application to reduce the number of parking spaces. If approval of the Use Exception is recommended by the Planning and Zoning Board, Staff proposes that the following conditions, incorporated in the draft Resolution (included as Attachment B), be imposed on the approval. Noncompliance with the terms and conditions of this approval will be considered a violation, and penalties may include but are not limited to revocation of the approval granted by this resolution.

Conditions

1. All compact parking spaces shall be clearly marked "for compact cars only" and located in defined areas shown on Exhibit B, Architectural Plan Sheets A-103 to A-105 dated 7/17/23.

2. In accordance with the requirements of Sec. 9.3.E.5.b., valet parking service shall be provided for the project to be located at 7940 West Drive in perpetuity.

3. A Business Tax Receipt for valet parking services shall be required annually to ensure compliance with this requirement.

4. 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.

5. The Use Exception is subject to plans on file for the accompanying site plan approval application for the Project.

6. The Use Exception shall expire two years from the date this Resolution is approved unless a building permit to implement the accompanying site plan is obtained and substantial construction has commenced.

List of Attachments to Staff Report

Attachment A – Boundary Survey (Use Exception for 7940 W Drive)
Attachment B – Letter of Intent dated 7/18/23
Attachment C – Architectural Plan Sheets A-103 to A-105 dated 7/17/23
Attachment D - Draft Resolution

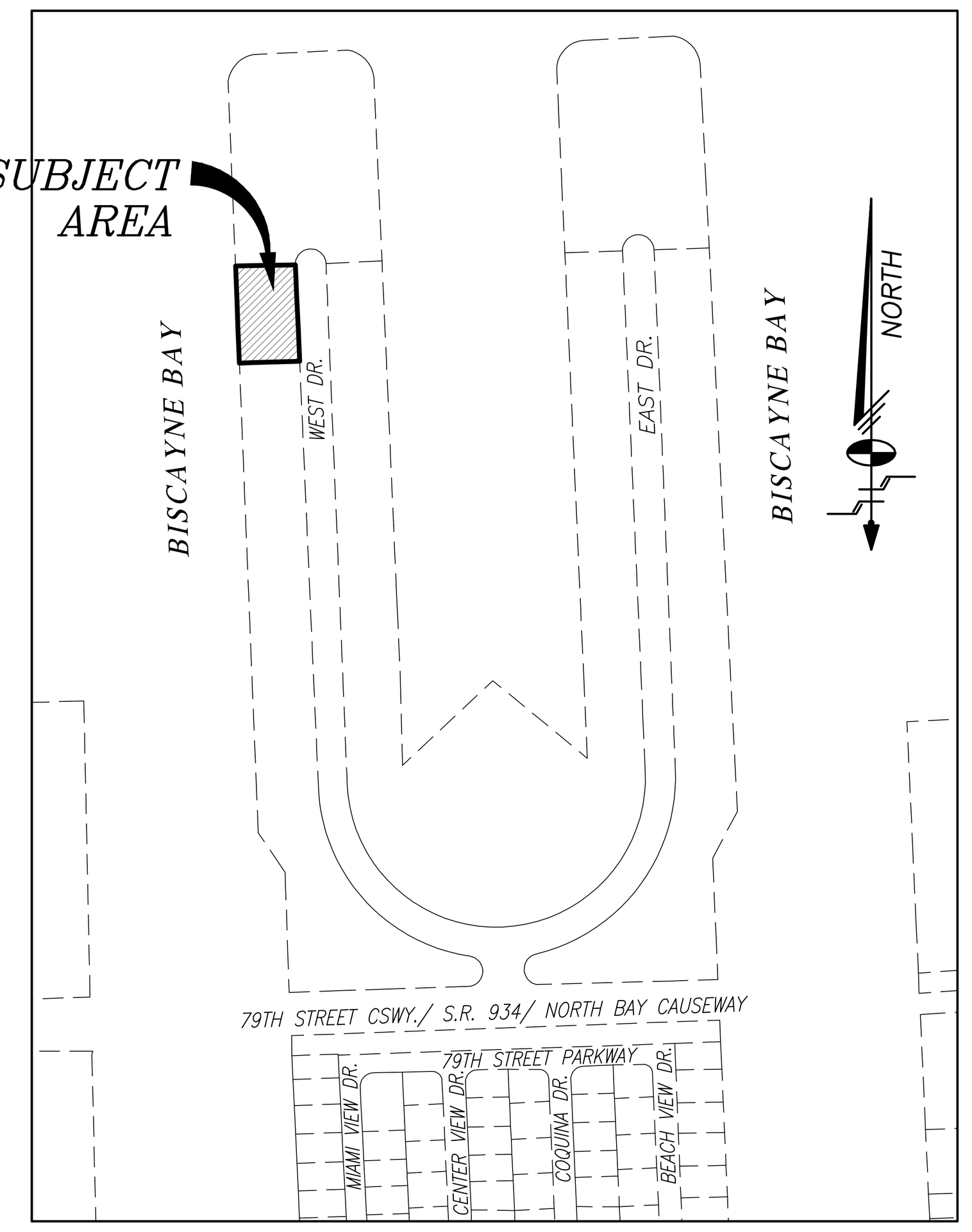
GENERAL LEGEND:

AERIAL TARGET
ALUMINUM LIGHT POST
ALUMINUM LIGHT POST (SINGLE)
ALUMINUM LIGHT POST (DOUBLE)
ALUMINUM LIGHT POST (TRIPLE)
ALUMINUM LIGHT POST (QUAD)
ANCHOR/GUY WIRE
BACKFLOW PREVENTER ASSEMBLY
CATV CABLE TELEVISION BOX
CATCH BASIN
CATCH BASIN F-3
CENTERLINE
CHECK VALVE ASSEMBLY
COLUMN (CIRCULAR)
COLUMN (SQUARE)
CONCRETE LIGHT POLE
CONCRETE LIGHT POLE (DOUBLE)
CPP CONCRETE POWER POLE
CONTROL POINT
CPB COMMUNICATION PULL BOX
or IN CURB INLET
DOUBLE DETECTOR CHECK VALVE
or DRAIN (CIRCULAR OR SQUARE)
EL ELECTRIC BOX (ABOVE GROUND)
EPB ELECTRIC PULL BOX (BELOW GROUND)
ELECTRIC HAND HOLE
EO ELECTRIC OUTLET
ELEVATIONS (SEE NOTES FOR DATUM)
FIRE HYDRANT
FIRE LINE SIAMESE CONNECTION
FIRE LINE CONNECTION
FLAGPOLE
FLOW LINE
FORCE MAIN MANHOLE
FORCE MAIN VALVE
F.P.L ELECTRIC MANHOLE
F.P.L. FIBER NETWORK
FPLP F.P.L. TRANSMISSION POLE
GAS MANHOLE
GAS METER
GAS PUMP
GV GAS VALVE
GREASE TRAP MANHOLE
GROUND LIGHTING
BO GUARD POST, BOLLARD
IRRIGATION HAND HOLE
IRRIGATION VALVE
MAILBOX
MONITOR WELL
MONUMENT LINE
P-5 INLET
P-6 INLET
PARKING METER
or PEDESTRIAN CROSSING SIGNAL
PRM PERMANENT REFERENCE MONUMENT
POST INDICATOR VALVE
VACUUM BREAKER ASSEMBLY
PROPERTY LINE
ROUND CATCH BASING
CO SANITARY SEWER CLEANOUT
SANITARY SEWER MANHOLE
SIGN POST
SPRINKLER PUMP
STANDPIPE
STORM SEWER MANHOLE
SLB STREET LIGHT BOX
SWALE INLET
TELEPHONE BOX (SOUTHERN BELL)
TELEPHONE HAND HOLE
or TELEPHONE MANHOLE (SO. BELL)
TELEPHONE PAYPHONE
TRAFFIC HAND HOLE
TRAFFIC UTILITY BOX
TCB TRAFFIC CONTROL POST
TRAFFIC SIGNAL POST
TSB TRAFFIC SIGNAL BOX
TREE & PALM
UNDERGROUND UTILITY MARKER
UNKNOWN UTILITY MANHOLE
UNKNOWN UTILITY HAND HOLE
WATER MANHOLE
WM WATER METER
WV WATER VALVE
WLP WOOD LIGHT POLE
WPP WOOD POWER POLE
WTP WOOD TELEPHONE POLE
HANDICAP PARKING
STROLLER PARKING

ABBREVIATIONS:

R denotes RADIUS
Δ denotes DELTA ANGLE
L denotes ARC DISTANCE
CH.D. denotes CHORD LENGTH or CHORD DISTANCE
CH.B. denotes CHORD BEARING
T denotes TANGENT DISTANCE
P.C.P. denotes PERMANENT CONTROL POINT
P.R.M. denotes PERMANENT REFERENCE MONUMENT
P.B. denotes PLAT BOOK
PG. denotes PAGE
P.O.C. denotes POINT OF COMMENCEMENT
P.O.B. denotes POINT OF BEGINNING
OHW denotes OVERHEAD UTILITY WIRES
O.R.B. denotes OFFICIAL RECORDS BOOK
P.C. denotes POINT OF CURVATURE
C.B.S. denotes CONCRETE BLOCK STRUCTURE
CONC. denotes CONCRETE
C.L.F. denotes CHAINLINK FENCE
M.F. denotes METAL FENCE
W.F. denotes WOOD FENCE
F.F.E. denotes FINISH FLOOR ELEVATION
F.I.P. denotes FOUND IRON PIPE
S.I.P. denotes SET IRON PIPE & LB-87 CAP
F.N.D. denotes FOUND NAIL & BRASS DISC
S.N.D. denotes SET LB-87 NAIL & BRASS DISC
C.I.P. denotes CORRUGATED IRON PIPE
CLR. denotes CLEAR
E.T.P. denotes ELECTRIC TRANSFORMER PAD
ENCR. denotes ENCROACHMENT
D.C. denotes DEPRESSED CURB
PL. denotes PLANTER
(C) denotes CALCULATE DISTANCE
I.E. denotes INVERT ELEVATION
T.O.P. denotes TOP OF PIPE
(D) denotes DEED DISTANCE
(L) denotes DISTANCE BY LEGAL DESCRIPTION
(M) denotes MEASURED DISTANCE
(R) denotes RECORD OR PLATTED DISTANCE

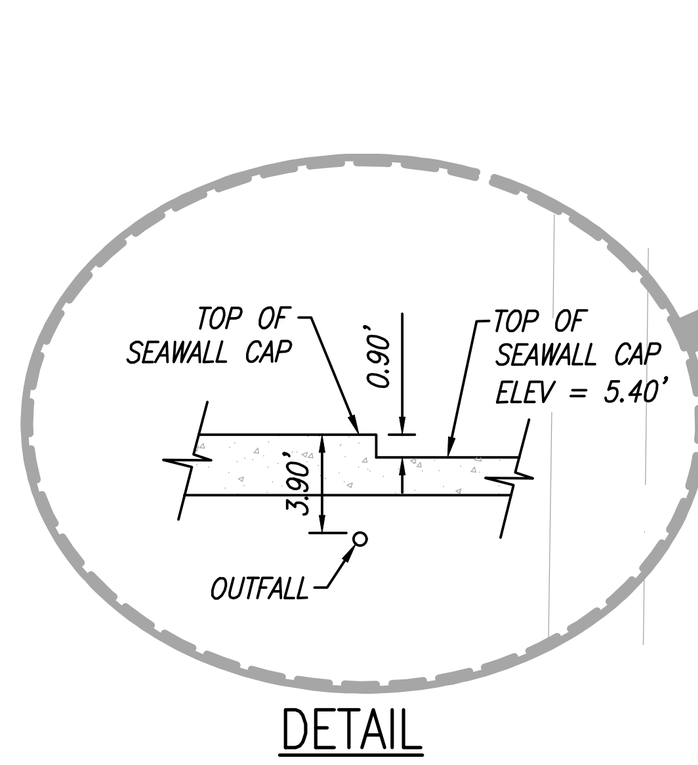
BOTTOM — APPROXIMATE BOTTOM OF SLOPE
COMM — COMMUNICATION
DRAIN — DRAINAGE
FPL — ELECTRIC
FM — FORCE MAIN
IRRIG — IRRIGATION
GAS — NATURAL GAS
OHW — OVERHEAD WIRES
SM — SANITARY SEWER
TOP — APPROXIMATE TOP OF BANK
VEG — VEGETATION LINE
WM — WATER
/// — LIMITED ACCESS RIGHT OF WAY LINE



LOCATION SKETCH

Scale: 1"=400'

A PORTION OF SECTION **09-53S-42E**, MIAMI-DADE COUNTY, FLORIDA.



DETAIL

Scale: 1"=10'

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.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N00°01'22"E ALONG THE CENTERLINE OF WEST DRIVE.
2. LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
3. AREA OF THE PROPERTY DESCRIBED HEREON IS: 33,602± SQ. FT. (0.771± ACRES).
4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
5. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
6. THE PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 8), PER FLOOD INSURANCE RATE MAP NO. 12086C0306L, COMMUNITY NO. 120654, PANEL NO. 0306, SUFFIX L, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A) MAP DATED SEPTEMBER 11, 2009.
7. VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, TOGETHER WITH UNDERGROUND STORM AND SANITARY GRAVITY MAINS, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND PRESSURE MAIN, CABLES OR CONDUITS.
8. THE DISTANCES SHOWN ALONG THE BOUNDARY OF THE SUBJECT PROPERTY ARE RECORD AND/OR MEASURED UNLESS OTHERWISE STATED.
9. SHOWN HEREON ARE PLOTTABLE EASEMENTS AND RIGHTS OF WAY REFLECTED AS EXCEPTION IN **SCHEDULE B OF OWNER'S POLICY NO. OF6-8898628 ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH A DATE OF POLICY JUNE 4, 2021 AT 12:58 P.M.**
10. THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) AND ARE EXPRESSED IN FEET.
11. BENCHMARKS:
    a. MIAMI-DADE BENCHMARK P-313, LOCATED @ N TREASURE DRIVE --- 50' NORTH OF NORTH CURB --- HISPANOLA AVE --- 3' EAST OF EAST CURB OF SOUTHBOND LANE, US C & G BRASS DISC IN TOP OF NW CORNER OF SEWER PUMPING STATION, ELEVATION =5.27' N.G.V.D 29.
    b. MIAMI-DADE BENCHMARK A-26, LOCATED @ 79 ST CSWY --- 43' NORTH OF C/L--- PELICAN HARBOR DR --- 210' EAST OF C/L, PK NAIL AND ALUMINUM WASHER IN CONC CATCH BASIN, ELEVATION =6.19' N.G.V.D 29.
12. THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED RM-70 (MULTI FAMILY RESIDENTIAL) (CITY OF NORTH BAY VILLAGE ZONING MAP-UPDATED NOVEMBER 29, 2017)
13. NO BUILDINGS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
14. SUBJECT PROPERTY IS MIAMI-DADE PROPERTY APPRAISER NUMBERS:
    FOLIO: 23-3209-001-0420 - 7940 WEST DR
    FOLIO: 23-3209-001-0400 - 7938 WEST DR

NOTES REGARDING SCHEDULE B OF OWNER'S POLICY NO. OF6-8898628 ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH A DATE OF POLICY JUNE 4, 2021 AT 12:58 P.M.

8. RESTRICTIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS CONTAINED ON THE PLAT OF HARBOR ISLAND, AS RECORDED IN PLAT BOOK 44, PAGE 72, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **(AFFECTS PARCEL-SHOWN HEREON)**
9. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA RECORDED JULY 27, 1926, UNDER DEED BOOK 983, PAGE 1, PUBLIC RECORDS OF MIAMI-DADE, FLORIDA; HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATION HAS BEEN RELEASED PURSUANT TO SEC. 270.11, F.S. **(RESERVES MINERAL RIGHTS ACROSS THE PARCELS, AS A WHOLE (BLANKET), IS NOT SUFFICIENTLY LEGIBLE TO DETERMINE IF SUBJECT PROPERTY IS INCLUDED)**
10. COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED FEBRUARY 21, 1946, IN DEED BOOK 2636, PAGE 403 **(AFFECTS PARCEL-BLANKET IN NATURE- PLOTTABLE RESTRICTIONS SHOWN HEREON)** AND O.R. BOOK 3827, PAGE 134 **(AFFECTS PARCEL-NOT PLOTTABLE-BLANKET IN NATURE)**, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WHICH CREATES EASEMENTS, CONDITIONS AND USE LIMITATIONS.
11. EASEMENT IN FAVOR BISCAYNE SEA CLUB AND BAY-FOUR, INC. FOR EXCLUSIVE PARKING PURPOSES RECORDED IN O.R. BOOK 2999, PAGE 490 **(DOES NOT AFFECT)** , AND IN O.R. BOOK 2999, PAGE 493 **(DOES NOT AFFECT)** PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
12. UNITY OF TITLE RECORDED IN O.R. BOOK 30474, PAGE 4928, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**
13. RIPARIAN AND LITTORAL RIGHTS ARE NOT INSURED.
14. RIGHTS OF THE UNITED STATE OF AMERICA AND/OR THE STATE OF FLORIDA TO ANY PORTION OF SAID LAND WHICH HAS BEEN CREATED BY ARTIFICIAL MEANS, AND LANDS ACCRETED THERETO.
15. THE RIGHT OF THE UNITED STATES GOVERNMENT, IN THE INTEREST OF NAVIGATION AND COMMERCE, TO REGULATE ANY PORTION OF THE LAND THAT WAS FORMERLY SUBMERGED BY NAVIGABLE WATERS.
16. ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED, AND ARTIFICIALLY EXPOSED LANDS AND LANDS ACCRETED TO SUCH LANDS.
17. ENCROACHMENTS, ENCUMBRANCES, VIOLATIONS, VARIATIONS, OR ADVERSE CIRCUMSTANCES, IF ANY, ACTUALLY SHOWN ON THE SURVEY PREPARED BY ALVAREZ, AIGUESVIVES AND ASSOCIATES, INC., DATED APRIL 14, 2021, BEARING JOB #21-25426: (A) 6' WIRE FENCE ENCROACHMENT INTO ANCHOR EASEMENT RECORDED DEED BOOK 2636, PAGE 403, IN THE EAST SIDE OF THE SUBJECT PROPERTY. **(AFFECTS PARCEL-SHOWN HEREON)**
18. MORTGAGE TO BANK OZK, MORTGAGEE(S), RECORDED IN O.R. BOOK 32546, PAGE 807, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **NOT A SURVEY MATTER**
19. ASSIGNMENT OF LEASES AND RENTS FILED JUNE 4, 2021, IN O.R. BOOK 32546, PAGE 1835, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**
20. UCC FINANCING STATEMENT BETWEEN 7940 NBV PARTNERS, LLC AND BANK OZK AS RECORDED IN O.R. BOOK 32546, PAGE 1845, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**

T:\kathy\notes\harbor island sec 09-53-42

TREE TABLE

Tree #	Common Name	Scientific Name	DBH (inches)	Condition	Number of stems	Height (feet)	Canopy Spread (feet)	Canopy (square feet)	Prohibited?	Specimen?	Comments
1	sabal palm	*sabal palmetto*	11	Fair	1	22	16	201			
2	white bird of paradise	*Strelitzia nicolai*	4	Fair	1	15	16				not regulated as a tree
3	white bird of paradise	*Strelitzia nicolai*	4	Fair	1	18	10				not regulated as a tree
4	coconut palm	*Cocos nucifera*	7	Good	1	42	10	79			
5	Sylvester palm	*Phoenix sylvestris*	14	Good	1	42	18	254			
6	coconut palm	*Cocos nucifera*	7	Good	1	35	18	254			
7	coconut palm	*Cocos nucifera*	6	Good	1	30	18	254			
8	coconut palm	*Cocos nucifera*	9	Good	1	45	18	254			
9	Europeon fan palm	*Chamaerops humilis*	6	Fair	1	7	18	254			below regulated size
10	coconut palm	*Cocos nucifera*	7	Good	1	32	5	20			
11	coconut palm	*Cocos nucifera*	10	Good	1	45	18	254			
12	gumbo limbo	*Bursera simaruba*	6	Good	1	18	18	254			
13	coconut palm	*Cocos nucifera*	9	Good	1	36	12	113			
14	coconut palm	*Cocos nucifera*	7	Fair	1	20	18	254			
15	Mango	*Mangifera indica*	15	Good	1	25	18	254			
16	coconut palm	*Cocos nucifera*	6	Good	1	20	20	314			
17	dead tree	*unknown species*	8	Poor	1	10	0	0			
ADJ1	Chinese privet	*Ligustrum japonicum*	10	Good	4	18	18	254			offsite
ADJ2	coconut palm	*Cocos nucifera*	9	Good	1	35	18	254			offsite
ADJ3	Verawood	*Bulnesia arboria*	5	Good	1	18	16	201			offsite
ADJ4	coconut palm	*Cocos nucifera*	12	Good	1	55	18	254			offsite
ADJ5	Verawood	*Bulnesia arboria*	5	Good	1	18	16	201			offsite
ADJ6	Verawood	*Bulnesia arboria*	9	Good	1	20	18	254			offsite
ADJ7	coconut palm	*Cocos nucifera*	8	Good	1	40	18	254			offsite
ADJ8	Verawood	*Bulnesia arboria*	6	Good	1	16	16	201			offsite
ADJ9	coconut palm	*Cocos nucifera*	11	Good	1	55	18	254			offsite
ADJ10	Verawood	*Bulnesia arboria*	4	Good	1	12	10	79			offsite
ADJ11	coconut palm	*Cocos nucifera*	10	Good	1	42	18	254			offsite
ADJ12	Verawood	*Bulnesia arboria*	4	Fair	1	15	12	113			offsite
ADJ13	Verawood	*Bulnesia arboria*	5	Fair	1	16	12	113			offsite
ADJ14	Verawood	*Bulnesia arboria*	7	Good	1	18	16	201			offsite
ADJ15	Verawood	*Bulnesia arboria*	5	Fair	1	16	15	177			offsite
ADJ16	Verawood	*Bulnesia arboria*	3	Poor	1	12	9	64			offsite
ADJ17	royal poinciana	*Delonix regia*	9	Fair	4	18	18	254			offsite
ADJ18	royal poinciana	*Delonix regia*	10	Fair	1	20	18	254			offsite
ADJ19	Seagrape	*Coccoloba uvifera*	16	Good	1	28	26	531			offsite
Tree numbers preceeded by "ADJ" indicate offsite trees on neighboring/adjacent properties, measurements are approximated											

NOTE:
THE TREE INFORMATION SHOWN HEREON PER "TREE TABLE" AS SHOWN ON CERTIFIED ARBORIST ASSESSMENT PREPARED BY NEW LEAF ENVIRONMENTAL, LLC., BY Michael McCoy, CERTIFIED ARBORIST MA 4243A, TRAQ QUALIFIED, LIAF CERTIFIED LANDSCAPE INSPECTOR, DATED JANUARY 23, 2023.

CERTIFIED TO:

-7940 NBV PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
-OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
-BANK OF OZK
-ESCOBAR & DECARLO, L.L.C.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THIS **BOUNDARY** SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
THE FIELDWORK WAS COMPLETED ON FEBRUARY 21, 2023

Schwebke-Shiskin & Associates, Inc.

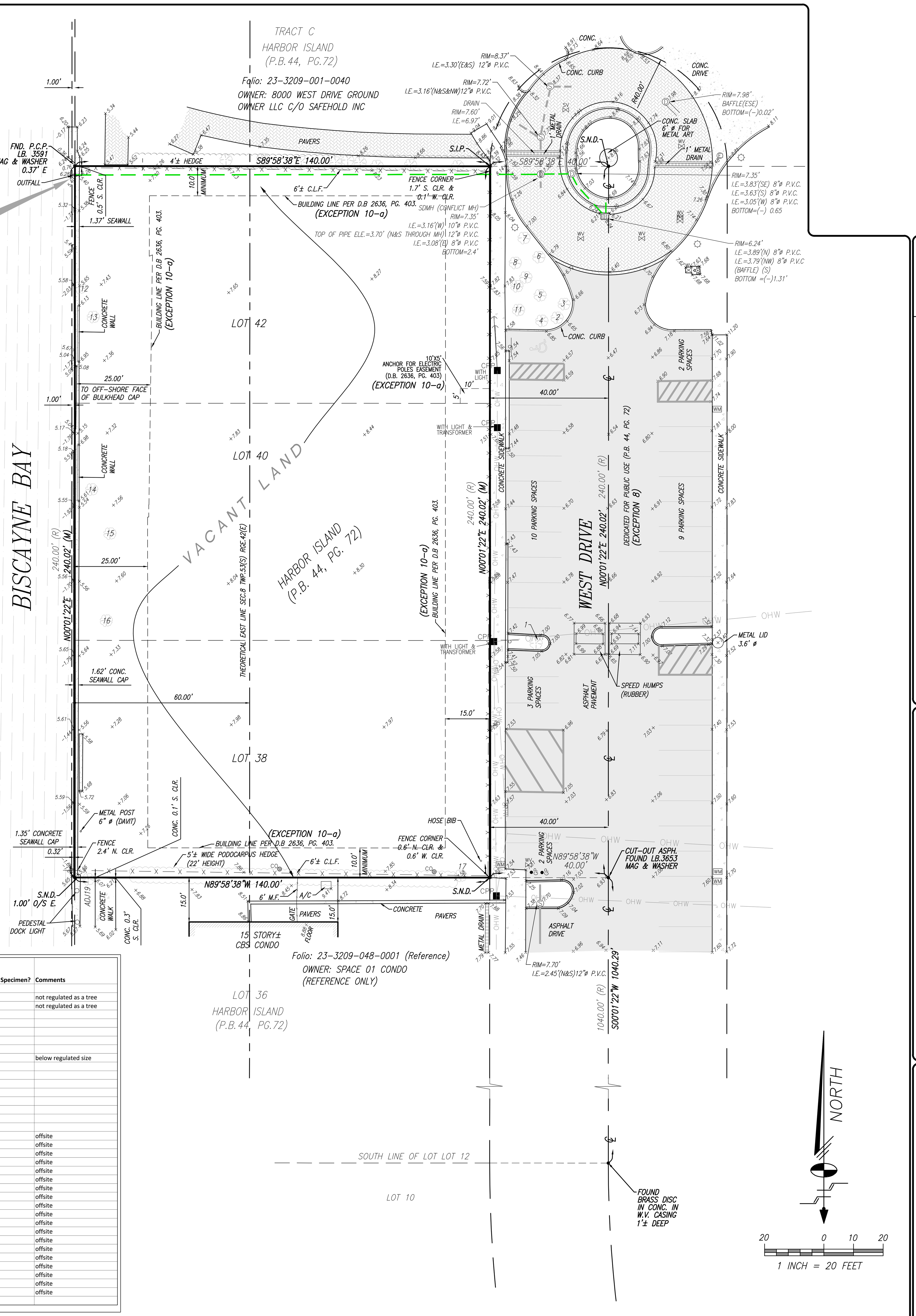
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

BY: *Mark Steven Johnson* DATE OF PLAT OR MAP:
MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA.

MARK STEVEN JOHNSON LICENSE No. 4775 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

This Survey has been electronically signed and sealed by Mark Steven Johnson, PSM on the date noted hereon. All signatures must be verified on electronic copies. Printed copies are not considered signed and sealed, unless they include an additional raised embossed seal of the surveyor.

Mark S Johnson



ELEVATIONS SHOWN HEREON RELATE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.29) AND ARE EXPRESSED IN FEET.

ALTA/NSPS LAND TITLE SURVEY

Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida.

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS • ENGINEERS • LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: (954) 435-7010 FAX: (954) 438-3288

CERTIFICATE OF AUTHORIZATION No. LB-87

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

This is a "Boundary Survey."

Drawn By: AH/GR	Survey Date: 02-21-23	Checked By: M.S.J.	Date:
Order No. 216020	F.B. No.: 2248 Pg.28	Scale:	AS SHOWN
File No. AJ-6243		Sheet 1 of 1	Sheet(s)

REVISIONS

Date:	Order No.	Field Book	Remarks:	By:

K:\095342\LOTS 38-42 HARBOR ISLAND\SURVEY\DWG\LOTS 38,40,42 HARBOR ISLAND.DWG

FILE NO. AJ-6243

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

7940 WEST DRIVE
NORHT BAY VILLAGE
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

Owner Information

7940 NBV PARTNERS, LLC
4531PRAIRIE AVE
MIAMI BEACH, FL 33140

Consultant

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

Date	6/12/2023
Scale	AS SHOWN
Project No.	2114
Sheet Name	SURVEY
Sheet No.	A-002

SURVEY

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The Contractor Must Check And Verify all Dimensions Of The Job And Be Responsible For Same, Reporting Any Discrepancies to The Architects Before Commencing work. Drawings Not to be Scaled.
File: BIMcloud: RAI-SERVER2-25 - BIMcloud Basic for Archicad 25/2114_7940 WEST DRIVE - NORTH BAY VILLAGE- MARCH 2023 - By mguedez - Date: 6/12/2023

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

July 18, 2023

Silvia E. Vargas, FAICP, LEED AP
Village Planner
City of North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

RE: Updated Letter of Intent for Site Plan, Transfer of Development Rights, and Related Variance Requests for the Property Located at 7938-40 West Drive, North Bay Village, Florida (Folio numbers 23-3209-001-0400 and 23-3209-001-0420).

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 application for a site plan approval, transfer of development rights ("TDR") approval, and related variance requests to allow for a low impact and high quality 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.

Land Use. According to the City of North Bay Village Future Land Use Map, the Property is designated "High Density Multi-Family Residential." The "High Density Multi-Family Residential" land use designation permits up to 70 dwelling units per acre before permitted transfers of development rights (discussed below).

Zoning. The property is zoned "RM-70" according to the North Bay Village Zoning Map. The RM-70 zoning district permits multi-family residential dwellings; management offices within structures containing eight (8) or more dwelling units or guest rooms; and office retail and service commercial facilities of an ancillary nature

within structures containing at least 100 dwelling units or guest rooms, subject to certain conditions.

Proposed Development. The Applicant intends to develop the Property with the beautiful and resilient "7940 West Drive" multi-family residential development. The plan has been designed to be consistent with the Comprehensive Plan and the RM-70 zoning designation. The proposed development contemplates up to 70 residential units, with up to 53 three-bedroom units and 17 two-bedroom units. All units within the building are large, family-oriented, spaces, designed to attract long-term residents who desire to raise their families in the Village.

Residents will enjoy access to generous amenities on decks located on top of the parking pedestal and on the rooftop. The building has been oriented so that the vehicular drop off area is located on the western portion of the lot, leaving the front of the property as a beautiful green space that will buffer the public sidewalk.

Island Walk. The Applicant has proposed to develop the public "Island Walk" on the rear of the Property and link the pedestrian to both our neighbors to the north and south. Public access from West Avenue will be provided on both the north and south sides of the Property. Consistent with the Village's requirements, the Island Walk will be open to the public will be from both the north and south sides of the site. The walk and proposed street furniture have been designed to be compatible with the Village's standards.

Parking. The Applicant is proposing both valet and self-parking as part of the development. The valet service will be available at all times. The proposed parking on the site will be completely enclosed within the building pedestal, which has been designed to shield the view of parking from the public using an attractive screening system.

The Village has recognized during the recent workshop process regarding Harbor Island zoning changes that the current ULDC regulations devote far too much space to parking – especially in new buildings with larger units. This wasted space is cause by excessively high parking requirements. The Village will be reviewing ULDC changes that, if adopted as currently drafted, would reduce the required parking in the RM-70 zone. While the Applicant looks forward to the pending "right sizing" of the Village's parking requirements, the submitted plan has been designed with the future in mind.

Transfer of Density Rights. As you know, the Village Commission adopted amendments to the ULDC to modify the Village's Transfer of Development Rights ("TDR" program in late 2022. The application of TDR units in the RM-70 zone allow an overall density bonus

of up to 30% -- 91 units to the acre. Furthermore, the application of TDRs will allow the Commission to approve a height bonus of 30% above the maximum (up to 312 feet, assuming the full application of the height bonus available in the RM-70 district).

The Applicant is proposing to use sixteen (16) TDR units as part of the development and requests that the Village review of the application include a Commission approval of the assignment of the units.

Green Building. All development using TDRs must obtain twenty-four (24) "green building and design points" under the "Green building development options and points" in Section 8.21 of the ULDC as opposed to the Code's typical requirement of eighteen (18) points for multi-family development. As shown on the submitted scoring analysis prepared by Energy Costs Solutions Group, the proposed development will exceed the point requirement.

Variance Requests. The Applicant has requested the following variances: (1) a variance to provide 135 spaces where 212 would be required; and (2) a variance to allow the parking garage to include internal drives at 22 feet wide where 23 feet would be required.

Numerical Variance. It has been well recognized that the Village's current parking requirements in the RM-70 zone, which require at least two parking spaces for units that are larger than efficiencies and three parking spaces for units larger than two-bedroom units with dens, can result in excessively tall and bulky parking pedestals enclosing parking areas that often remain underutilized at all times of the year.

The Applicant believes that the building's parking, which retains an average of just under two spaces per unit, will more than accommodate the needs of the building's residents. Moreover, it has allowed the Applicant to reduce the height and slim down the bulk of the parking pedestal – as shown on the submitted plans. Providing excessive parking on the Property would be directly in opposition to the Village's green building standards, which encourage the efficient use of land.

Width of Internal Drive. The goal of slimming down the parking pedestal while retaining sufficient access to the parking spaces is also met through the proposed reduction of parking garage internal drives to 22 feet from the required 23 feet. The proposed plans provide sufficient radii to allow for safe travel in the garage.

Compact Spaces. The Applicant is proposing to provide twenty (20) percent of the building's parking as "compact." As required by the ULDC, the provided compact spaces

be clearly marked "for compact cars only" and collectively located in a defined area. Those seeking approval for the use of compact parking spaces must provide valet parking services in perpetuity. As noted above, the Applicant is proposing to offer valet service for the building, mixed with available self-parking.

Satisfaction of Required Criteria. The Applicant's requests satisfy all required criteria as follows:

(1) That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district;

There are special circumstances and conditions which are peculiar to the Property, including the need to accommodate a modern family-oriented development on the site.

(2) That the special circumstances and conditions were not self-created by any person having an interest in the property;

The issues with the Village's parking standards were not created by the Applicant.

(3) That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant;

The strict application of the regulations would deprive the Applicant of the reasonable use of the land and would result in an unnecessary hardship. Requiring the provision of excess parking and drive aisle width would require such significant plan revisions that the use of the building would be unreasonably limited in a manner not consistent with the goals of the Village's ULDC

(4) That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district;

Granting the requested variances will not confer any special privilege on the Applicant, which has been unduly impacted by the Village's parking standards in a manner that, given the size and orientation of the Property, would make development untenable.

(5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building;

The requested variances are the minimum necessary to allow for the Property to be a viable site for future development while still satisfying the intent of the Comprehensive Plan and allowing for consistency and harmony in the character of the surrounding neighborhood. The Applicant is not asking for variances for any other regulations required under the UDLC.

(6) That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and

The granting of the requested variances will allow future development on the Property to be in harmony with the intent and purpose of the Comprehensive Plan as it will fulfill the intent of the RM-70 zoning designation rather than remain as an underutilized lot.

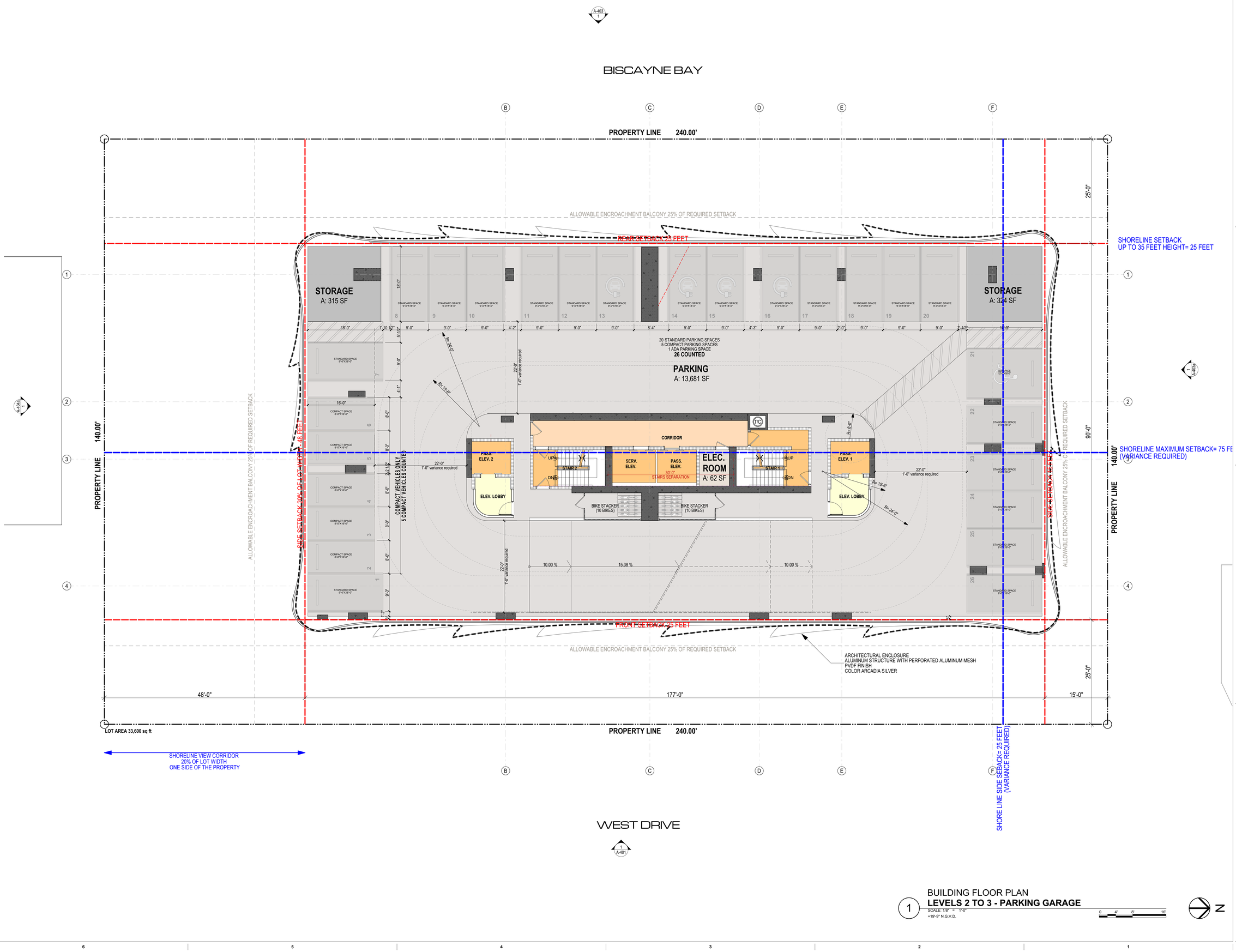
(7) The variance request is not based exclusively upon a desire to reduce the cost of development.

The granting of the requested variances are not based exclusively upon desire to reduce development costs, but rather is based on the desire to make the Property viable for a high quality development consistent with the intent of the Comprehensive Plan and the ULDC. Granting of the requested variances will support a development that will be the highest and best use of the Property.

Conclusion. We are excited to bring this beautiful low impact development to this part of the Village. The 7940 West Drive plan has been designed as a resilient project that benefits the public through enhanced green space along the public right of way and superior access to the Island Walk. 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



BUILDING FLOOR PLAN
LEVELS 2 TO 3 - PARKING GARAGE
SCALE: 1/8" = 1'-0"
+19'-9" N.G.V.D.

0 4' 8' 16'

N

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The 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 Plans Prior To Commencement Of Work. Do Not Scale Drawings. Use Figured Dimensions Only. All Drawings Are To Be Returned At The Completion Of The Job. Blueprinted Plans Are Not To Be Used For Construction Purposes Unless Signed By The Architect.
File: Blackout_RAI-SERVICE-EA2-25_-_Blackout Basic for Archicad 25(21)_NORTH BAY VILLAGE_PH1_7940 WEST DRIVE - NORTH BAY VILLAGE - MARCH 2023 - By Rukit saved by - Date: 7/17/2023

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2950 SW 27TH AVE.
SUITE 110
MIAMI, FL 33133
T: 305.593.5000
F: 305.593.5040

Project

7940 WEST DRIVE
NORHT BAY VILLAGE
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

Owner Information

7940 NBV PARTNERS, LLC

4531PRAIRIE AVE
MIAMI BEACH, FL 33140
(912) 398-1775

Consultant

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

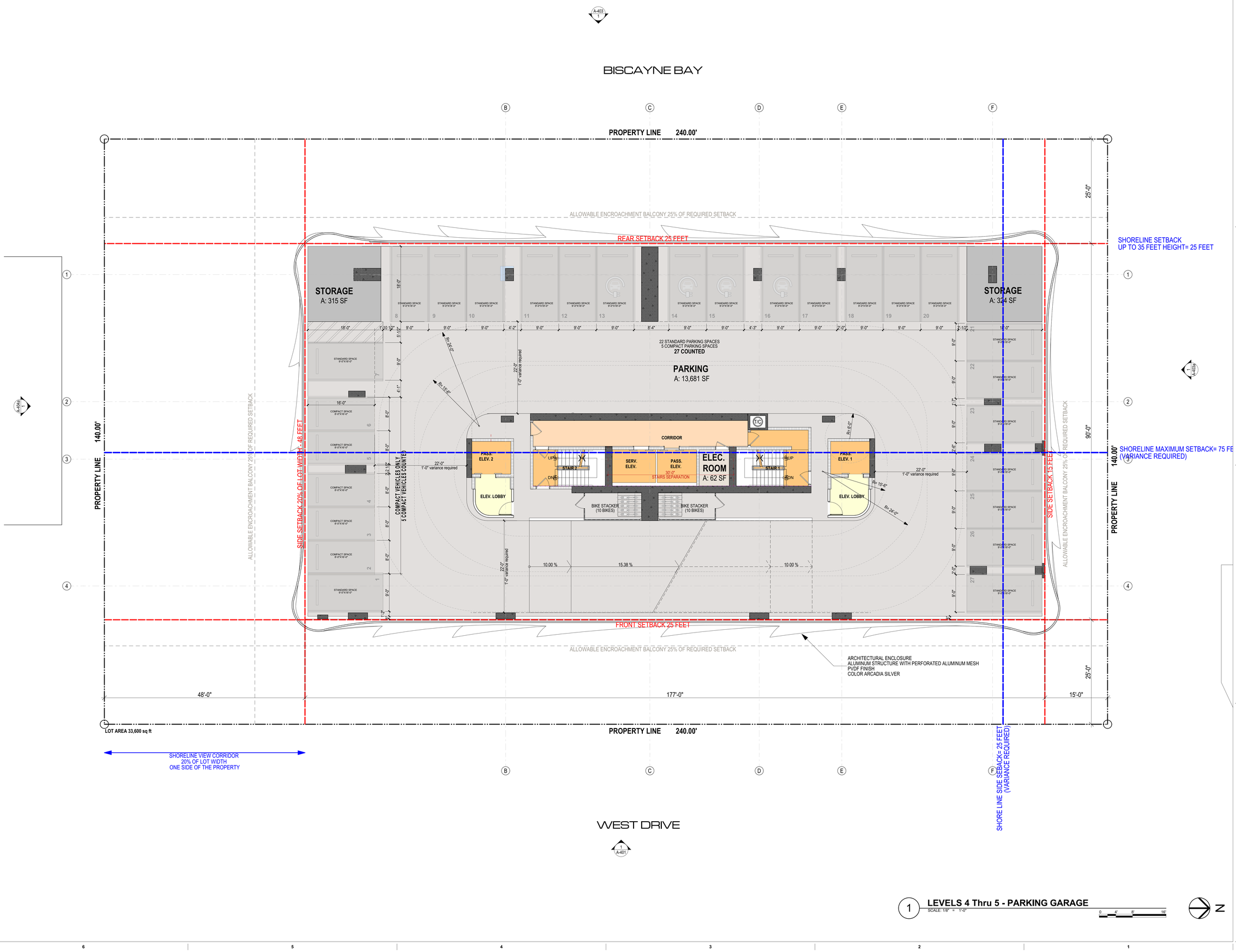
Date
7/17/2023

Scale
AS SHOWN

Project No.
2114

Sheet Name
LEVEL 2 TO 3 - PARKING GARAGE

Sheet No.
A-103



1 **LEVELS 4 Thru 5 - PARKING GARAGE**
SCALE: 1/8" = 1'-0"

0 4' 8' 16'

N

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File: Blackout_RAI-SERVICE-EA2-25_-_Blackout Basic for Archicad 25(21)1_NORTH BAY VILLAGE_FL21_7940 WEST DRIVE - NORTH BAY VILLAGE_MARCH 2023 - By Ruiet saved by: - Date: 7/17/2023

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Project

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(912) 398-1775

Consultant

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

Date
7/17/2023

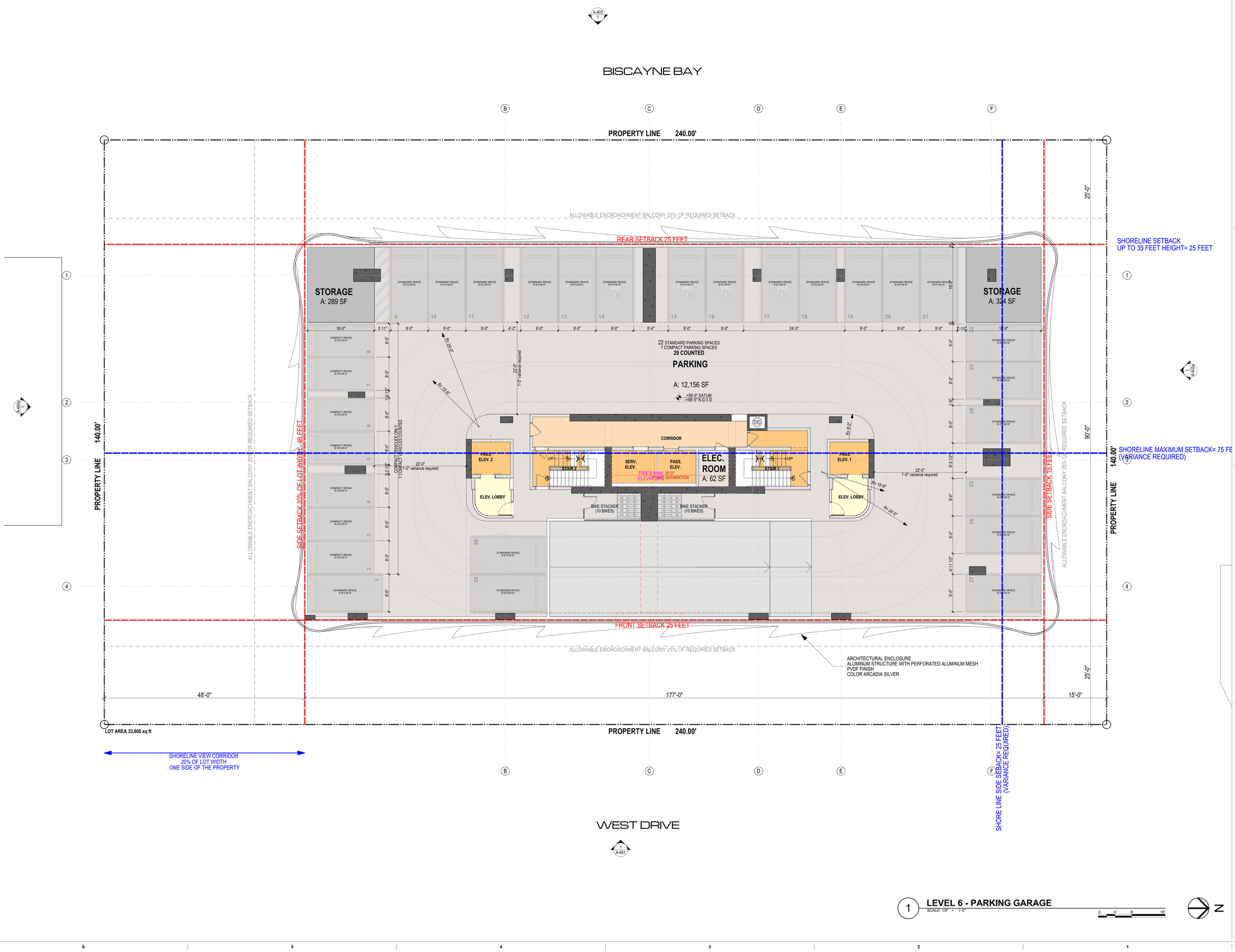
Scale
AS SHOWN

Project No.
2114

Sheet Name
LEVEL 4 TO 5 - PARKING GARAGE

Sheet No.
A-104

1445



1 LEVEL 6 - PARKING GARAGE

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

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Project

7940 WEST DRIVE
NORHT BAY VILLAGE

7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

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Consultant

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

Date
7/17/2023

Scale
AS SHOWN

Project No.
2114

Sheet Name
LEVEL 6 - PARKING GARAGE

Sheet No.
A-105

1446

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File: Blkfood_RA-SERV.BA2-25_-_Blkfood Basic for Archicad 25[21].pln, NORTH BAY VILLAGE, MARCH 2023 - By Rubi saved by - Date: 7/17/2023

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, NBV Partners, LLC (the "Applicant") is proposing 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. 23-3209-001-0400 and 23-3209-001-0420, located at 7938-7940 West Drive on Harbor Island (the "Project"), with a legal description as shown in Exhibit A; and

WHEREAS, the site plan requires approval under the provisions of Sec. 5.8; and

WHEREAS, the Applicant is concurrently requesting a variance from the minimum parking requirements to permit a total of 135 spaces where 212 are required; and

WHEREAS, the Applicant, as part of this application, requests to allow up to twenty percent (20%) of the required parking spaces to be designed specifically for compact vehicles under the provisions of Sections 8.11 and 9.3.E.5.a of the ULDC; and

WHEREAS, as presented, the request is contingent upon the granting of the parking variance to reduce the number of required parking spaces, which would then permit a maximum of twenty-seven (27) of the project's parking spaces to be designed

as compact parking spaces if allowed by approval of a Use Exception pursuant to the provisions of Sec. 8.11 of the ULDC; and

WHEREAS, after a duly noticed public hearing held on September 14, 2023, the Planning and Zoning Board by a vote of 4-0 recommended approval of the variance to reduce the minimum parking requirement, the Site Plan and the Use Exception requests subject to the conditions set forth and included below in Section 2; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on _____, 2023 in accordance with the law to hear the application; and

WHEREAS, on _____, 2023, by Resolution No. 2023-____, the Mayor and Commission of North Bay Village [approved/approved with conditions/denied] the variance and the Site Plan for the Project; and

WHEREAS, the Mayor and Village Commission find the proposed Use Exception [is/is not] consistent with the Village's Comprehensive Plan and ULDC; [furthers/does not further] 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 8.11 of the ULDC, a Use Exception for up to twenty-seven (27) compact car spaces at 7938-7940 West Drive to serve the needs of the residents is hereby [approved/denied], subject to the following conditions:

1. Up to 20 percent of parking spaces provided for the project to be located at 7940 West Drive (equivalent to a maximum of 27 spaces) may be designed specifically for compact vehicles.

2. All compact parking spaces shall be clearly marked "for compact cars only" and located in defined areas shown on Exhibit B, Architectural Plan Sheets A-103 to A-105 dated 7/17/23.

3. In accordance with the requirements of Sec. 9.3.E.5.b., valet parking service shall be provided for the project to be located at 7940 West Drive in perpetuity.

4. A Business Tax Receipt for valet parking services shall be required annually to ensure compliance with this requirement.

5. 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.

6. Noncompliance with the terms and conditions of this approval shall be considered a violation, and penalties may include but are not limited to revocation of the approval granted by this resolution.

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 Goran Cuk	___
Commissioner Andrew Rotondaro	___
Commissioner Rachel Streitfeld	___

PASSED AND ADOPTED on this ___ day of_____, 2023.

_____
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 Number: 23-3209-001-0400 and 23-3209-001-0420

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.

Exhibit “B”
Architectural Plan Sheets A-103 to A-105 dated 7/17/23

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - SEPT. 28, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

09/18/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
18 day of SEPTEMBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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 SECOND REGULAR MEETING ON SEPTEMBER 28, 2023 AT APPROXIMATELY 6:30 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:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC , TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF REGULARLY APPLICABLE PARKING REQUIREMENTS; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

9/28/2023

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER DENSITY RIGHTS FOR 16 DWELLING UNITS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; 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; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) BY COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $10,000,000 OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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 IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 844 4526 6697
PASSCODE: 211503

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) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). 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 .

2/3

9/28/2023

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE 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. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
9/18

23-59/0000684419M

3/3

ITEM NO. 13.J

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A Resolution Considering a Request by 7940 NBV Partners, LLC for a Variance to Permit a Reduction of the Parking Requirement for a Project at 7938-7940 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 / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC CONCERNING PROPERTY LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC, TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: At their meeting of September 14, 2023, a motion by the Planning and Zoning Board to approve the request for a reduction of the required minimum parking requirement for multifamily residential uses according to Section 9.3.D. of the ULDC **failed** on a 2-2 vote.

It should be noted that, as presented, the accompanying Special Use Exception and Site Plan approval requests depend on the approval of this variance. The PZB, on the same date voted, to recommend both of those items for approval.

If the Commission does decide to approve the variance, Staff recommends that it be approved with conditions included in the Staff report and resolution (Attachment 4) attached to this item.

BACKGROUND AND ANALYSIS
The Staff report is attached, and includes related attachments 1-4.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
n/a

PERSONNEL IMPACT
n/a

ATTACHMENTS
7940 W Drive_Variance Parking Req Reduction_Staff Report_VC_092823.pdf
Attachment 1_Boundary Survey.pdf
Attachment 2_Letter of Intent and Application Form.pdf
Attachment 3_Parking Req Impact Analysis.pdf
Attachment_4_Reso_Parking_Req_Reduction_7940_West_Drive_VC_092823.docx
DBR Meeting Notice 09.28.23.pdf

NORTH BAY VILLAGE
EST. 1945

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: **September 28, 2023**

To: **Mayor and Village Commission**

From: **Silvia E. Vargas, FAICP, Village Planner via Village Manager Ralph Rosado**

Subject: **STAFF REPORT – Review of Request for Variance from minimum required number of parking spaces for development project to be located at 7940 West Drive**

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1. General Information

Owner/Applicant:	7940 NBV Partners, LLC
Applicant Address:	4531 Prairie Avenue, Miami Beach, FL
Site Address:	7940 West Drive
Site Acreage	0.77 acres
Folio Numbers	23-3209-001-0400 and 23-3209-001-0420
Contact Person:	Graham Penn Bercow Radell Fernandez Larkin + Tapanes
Phone Number:	305.377.6229
E-mail Address	gpenn@brzoninglaw.com

2. Legal Description of Subject 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. (Refer to Boundary Survey, included as Attachment 1).

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 Map Classifications and Zoning District

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)
	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

5. Background

On June 12, 2023, applications were submitted by applicant 7940 NBV Partners LLC (the Applicant) to North Bay Village to initiate the review process of a proposed 70-unit multifamily residential condominium to be located at 7938-40 West Drive (7940 West Drive Project). In addition to this application for a Variance under the provisions of Sec. 7.13 to allow the provision of 77 spaces less than the current minimum requirement, the Applicant is requesting Site Plan approval under Sec. 5.8 of the ULDC; a height bonus to increase the building height from 150 to 204 feet pursuant to Sec. 8.12.B.1; the transfer of density rights (TDRs) from Village-owned property, along with additional height up to 312 feet, pursuant to Sec. 8.13.B; and a second variance to the minimum aisle width, also under Sec. 7.3.

6. Description of Applicant's Request

The Applicant requests approval from the Village Commission for a variance in accordance with the provisions of Sec. 7.3 of the ULDC, reducing the minimum number of parking spaces required in Sec. 9.3.D. of the ULDC, to permit the provision of 135 spaces where 212 would be required. Refer to the letter of intent and application form included as Attachment 2.

Sec. 7.3 establishes the process for an applicant to seek approval for a hardship-based variance. Currently, there is no other procedure available to property owners of multifamily residential properties not located within the Transect Zone to be granted approval to deviate from the requirements of the ULDC. Even if the Village's administrative adjustment process was open to a

multifamily residential property, the extent of the requested variance (equivalent to a reduction of 36.3% from the required parking) would greatly exceed the maximum to qualify for an administrative adjustment (which allows a maximum deviation of 10% of the base requirement).

The Applicant states that the Village's current parking requirement for multifamily residential uses can result in bulky building pedestals with excessive parking. Refer to Attachment 3 for the Applicant's analysis of the impact of the parking requirement on the massing of the pedestal.

The Applicant is pursuing approval of multiple items, including a Site Plan, a bonus height, a transfer of density rights and related additional height, a use exception, and another variance. Because the viability of the parking garage, as proposed, is contingent on the approval of the variance, this request, along with the additional variance to reduce the driving aisle width, must be reviewed and approved by the Village Commission before the Site Plan can be approved.

8. Consistency with Comprehensive Plan

This Application is generally consistent with the following objective in the Future Land Use Element of the NBV100 Comprehensive Plan:

[. . .]

Objective 2.4: In accordance with the vision of the NBV100 Master Plan, the Village shall encourage innovative development and redevelopment in the Commercial Future Land Use District, while adjusting regulatory metrics in favor of good street frontages, an inviting public realm, better connections to the water (where applicable), a wider range of building types, a more varied skyline and better architecture, consistent with the goals of the NBV100 Master Plan and this comprehensive plan.

[. . .]

In its review of this request, Staff has complied with the following policy of the Transportation Element of the Comprehensive Plan:

[. . .]

Policy 3.2.7: Review site plan applications for the provision of safe and convenient on-site traffic flow, considering motorized and non-motorized vehicle parking.

[. . .]

9. Compliance with the ULDC and Compatibility with Adjacent Uses

The variance to reduce the number of parking spaces is being requested in accordance with the provisions of Sec. 7.3 of the ULDC. The proposed deviation is from the requirements of Sec. 9.3.D., which establishes the minimum required number of spaces for multifamily residential uses in all areas of North Bay Village except the T6 Transect Zone, based on the number of bedrooms in a dwelling unit: specifically, one and one-half (1.5) spaces for efficiency units, two (2) parking spaces for one- and two-bedroom units, and three (3) parking spaces for three-bedroom units or

larger and two-bedroom units which contain an enclosed den or other space convertible to a bedroom.

The Applicant states that the requested reduction, equivalent to an average of slightly below two (2) spaces per unit across the board (i.e., regardless of the number of bedrooms) will adequately accommodate the parking needs of the building residents. The reduced number of parking spaces will not be noticeable per se, but the reduction shapes the massing of the pedestal, which will be shorter than it would otherwise be required to accommodate the required parking spaces (212). The Applicant also asserts that providing parking at the current standard conflicts with the Village's sustainability objectives.

It must be noted that North Bay Village is considering an ordinance to amend the standards of the ULDC that guide the development of land zoned high-density multifamily residential within the Village. The proposed ordinance includes a recommendation to modify parking standards. Were the proposed Site Plan to be reviewed under the standard proposed as of 9/12/23, the maximum number of spaces to serve the development would be as shown in the following comparison table:

Unit size (in no. of bedrooms)	Number of units proposed by Applicant	Required spaces		Proposed by Applicant
		Based on current standard (min.)	Based on proposed standard (max.)	
2 bedroom	17	34	22	Average of 1.83 spaces per unit (after deducting visitor parking) *
3 bedroom	34	102	79	
4 bedroom	19	57	47	
Visitor	-	19	18	7 **
	70	212	166	135

* No breakdown of the parking allocated per unit size is provided by the applicant.
** This number is assumed based on a 10% share of the overall parking.

Therefore, the proposed number of spaces would be about 19% below the maximum number that would be allowed under the proposed amendment.

The Applicant is seeking approval of a companion Use Exception request to provide up to twenty percent (20%) of the proposed parking spaces for the project to be designed as compact spaces. The Use Exception, therefore, is subject to the approval of the request to reduce the parking requirement, as otherwise the number of compact spaces would be based on the requirement for 212 spaces, not on the reduced number of 135. Should the Use Exception be granted, valet parking service must be provided for the project in perpetuity. According to the Letter of Intent provided by the Applicant, valet service is proposed as part of the development and will be always available.

Compliance with Variance Criteria

Pursuant to Sec. 7.3.C., for the Planning and Zoning Board to recommend approval of a hardship variance, and for the Village Commission to grant approval, of a variance request, both must make an affirmative finding with respect to all seven (7) of the following criteria:

1. That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district.

Applicant's Comment: There are special circumstances and conditions which are peculiar to the Property, including the need to accommodate a modern family-oriented development on the site**.**

Staff Analysis: The property is of a regular shape, encompasses 0.77 acres of land, and is of similar depth, and larger frontage, than many properties in the adjacent area. All the properties within this zoning district are required to meet the same setbacks and the same parking design standard, unless otherwise specified in the ULDC.

Staff Determination: Criterion not met. There are no special circumstances or conditions that apply to this property or to the structures involved which do not apply to the others in the RM-70 zoning district.

2. That the special circumstances and conditions were not self-created by any person having an interest in the property.

Applicant's Comment: The issues with the Village's parking standards were not created by the Applicant.

Staff Analysis: "Issues" with the Village's parking standards is not a special circumstance or condition peculiar to the land, structure or building involved. The property for which the variance is being requested is currently vacant. The variance request is to allow a deviation from the parking standards in a new project. The Applicant has stated that the motivation for the request is to avoid an "excessively tall and bulky parking pedestal." While a desirable condition, this is nevertheless a design choice and therefore a self-created condition.

Staff Determination: Criterion not met.

3. *That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant.*

Applicant's Comment: The strict application of the regulations would deprive the Applicant of the reasonable use of the land and would result in an unnecessary hardship. Requiring the provision of excess parking (and drive aisle width, which is the subject of the companion variance) would require such significant plan revisions that the use of the building would be unreasonably limited in a manner not consistent with the goals of the ULDC.

Staff Analysis: The Applicant has deliberately and voluntarily chosen to pursue a building layout that drastically deviates from the established parking requirements. The Applicant has been explicit in stating that the rationale underlying the request is to avoid an "excessively tall and bulky parking pedestal." While having to comply with the existing standard, should the variance not be granted, would necessitate potentially costly revisions to the plans, the strict application of the parking requirement would not deprive the applicant of the reasonable use of the land, structure or building for which the variance is sought. The subject parcel has a land area that is more than three-quarters of an acre. There are smaller parcels on Harbor Island which have been developed in compliance with the current standard. Multiple design variations could accommodate the required parking without depriving the applicant of the reasonable use of the land.

Staff Determination: Criterion not met.

4. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district.

Applicant's Comment: Granting the requested variances will not confer any special privilege on the Applicant, which has been unduly impacted by the Village's parking standards in a manner that, given the size and orientation of the Property, would make development untenable.

Staff Analysis: While the ability to request a variance is open to all, a reduction of more than 35 percent of the required parking without a functional justification (e.g., proximity of the development to public transit) might be without precedent. As described in the Staff analysis under previous criteria, the Applicant is in no way uniquely impacted by the parking requirements. In fact, the same requirements apply to every property within the same zoning district as well as all property within the RM-40 zoning district.

Staff Determination: Criterion not met.

5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.

Applicant's Comment: The requested variance is the minimum necessary to allow for the Property to be a viable site for future development while still satisfying the intent of the Comprehensive Plan and allowing for consistency and harmony in the character of the surrounding neighborhood. The Applicant is not asking for variances for any other regulations required under the UDLC.

Staff Analysis: The reduction requested is more than 35 percent of the current requirement, so far from minimal. A more modest reduction, or even no reduction, would still make it possible to develop the land in a reasonable manner.

Staff Determination: Criterion not met.

6. That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Applicant's Comment: The granting of the requested variances will allow future development on the Property to be in harmony with the intent and purpose of the Comprehensive Plan as it will fulfill the intent of the RM-70 zoning designation rather than remain as an underutilized lot.

Staff Analysis: The granting of the variance would allow the development of a building with 35% less than the current parking requirement. This is a significant difference from surrounding development, especially for a new building. Nevertheless, the deviation is not perceptible to the eye, as the parking will be within a structure garage, fully screened from external view.

Staff Determination: If granted, the variance would allow development that is not inharmonious or injurious to the neighborhood. Criterion met.

7. The variance request is not based exclusively upon a desire to reduce the cost of development.

Applicant's Comment: The granting of the requested variance is not based exclusively upon desire to reduce development costs, but rather is based on the desire to make the Property viable for a high-quality development consistent with the intent of the Comprehensive Plan and the ULDC. Granting of the requested variances will support a development that will be the highest and best use of the Property.

Staff Analysis: To maximize the return on investment on the development of the property is a financial consideration. In addition, a smaller parking garage could carry a lower cost of construction. Nevertheless, the Applicant has stated that the motivation is to support a high-quality development.

Staff Determination: Criterion potentially met.

Recommendation

The variance request, as presented, does not comply with all the criteria of Sec. 7.3, as required. Staff acknowledges that the reduced number of spaces is consistent with the anticipated reduction that would result from a potential adoption of the proposed amendment to the regulations applicable to high density multifamily residential development. Viewed in the context of the upcoming changes, if adopted, the variance request may be considered as simply anticipating those changes.

If approval of the variance is recommended by the Planning and Zoning Board, Staff proposes that the following conditions, incorporated in the draft Resolution (included as Attachment 4). Noncompliance with the terms and conditions of this approval will be considered a violation, and penalties may include but are not limited to revocation of the approval granted by this resolution.

Conditions

1. The granting of this variance shall not reduce the provision of parking for a project to be located at 7938-7940 West Drive by more than 77 parking spaces.

2. All parking spaces shall comply with the dimensional standards of Sec. 9.3.E. subsections 4 and 6-8 of the ULDC.

3. The property to which the variance applies shall be in strict conformance with plans on file for the accompanying site plan approval application for the Project.

4. 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.

5. Pursuant to Section 7.5, after the Village Commission has granted a variance, the variance so approved or granted 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 variance was granted.

List of Attachments to Staff Report

Attachment 1 – Boundary Survey
Attachment 2 – Letter of Intent and Application Form
Attachment 3 – Parking Req Impact Analysis
Attachment 4 – Draft Resolution Parking Req Reduction 7940 West Drive

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 Contractor Must Check And Verify all Dimensions Of The Job And Be Responsible For Same, Reporting Any Discrepancies to The Architects Before Commencing work. Drawings Not to be Scaled.
File: BIMcloud: RAI-SERVER2-25 - BIMcloud Basic for Archicad 25/2114_NORTH BAY VILLAGE/2114_7940 WEST DRIVE - NORTH BAY VILLAGE - MARCH 2023 - By mguedez - Date: 6/12/2023

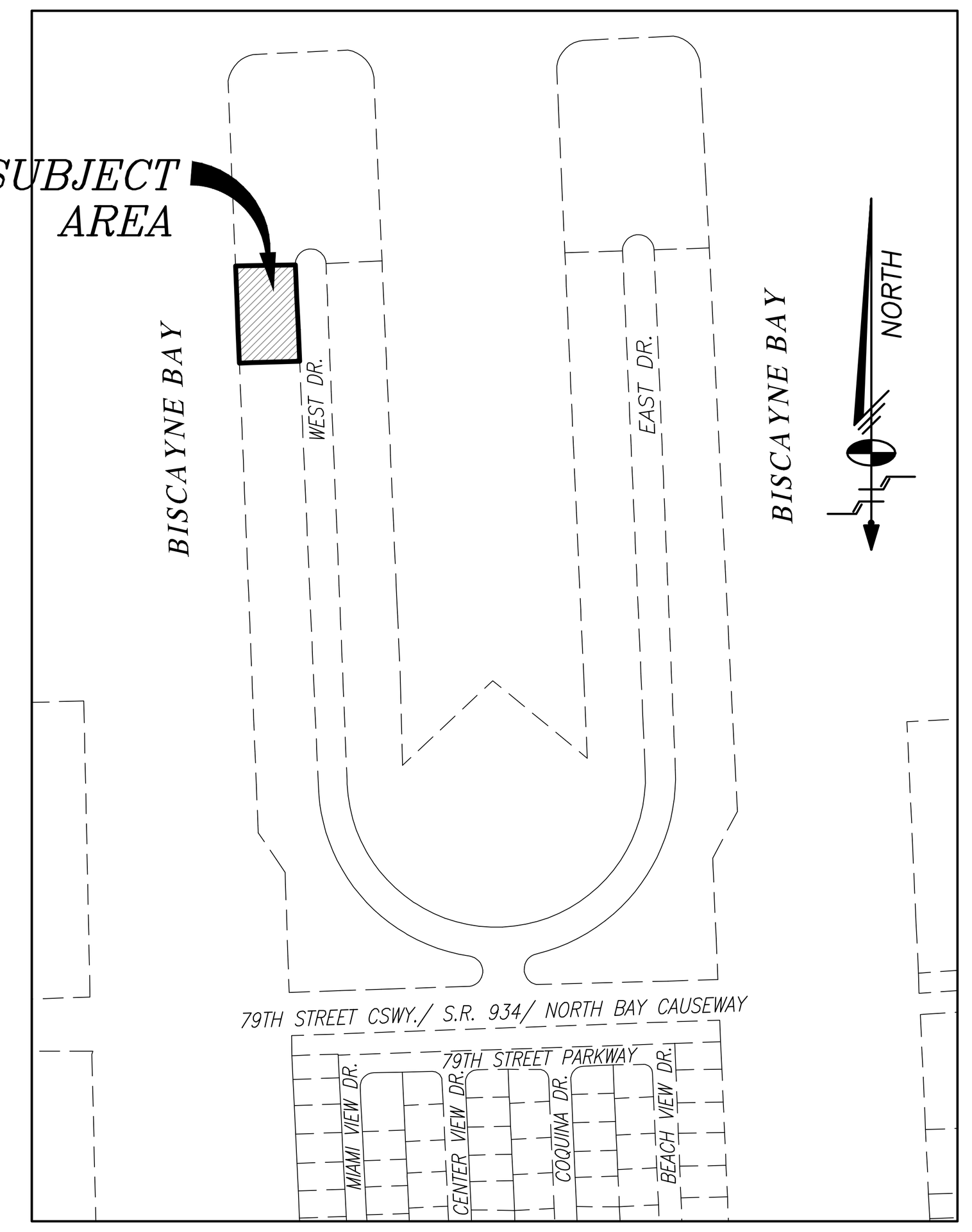
GENERAL LEGEND:

AERIAL TARGET
ALUMINUM LIGHT POST
ALUMINUM LIGHT POST (SINGLE)
ALUMINUM LIGHT POST (DOUBLE)
ALUMINUM LIGHT POST (TRIPLE)
ALUMINUM LIGHT POST (QUAD)
ANCHOR/GUY WIRE
BACKFLOW PREVENTER ASSEMBLY
CABLE TELEVISION BOX
CATCH BASIN
CATCH BASIN F-3
CENTERLINE
CHECK VALVE ASSEMBLY
COLUMN (CIRCULAR)
COLUMN (SQUARE)
CONCRETE LIGHT POLE
CONCRETE LIGHT POLE (DOUBLE)
CONCRETE POWER POLE
CONTROL POINT
COMMUNICATION PULL BOX
CURB INLET
DOUBLE DETECTOR CHECK VALVE
DRAIN (CIRCULAR OR SQUARE)
ELECTRIC BOX (ABOVE GROUND)
ELECTRIC PULL BOX (BELOW GROUND)
ELECTRIC HAND HOLE
ELECTRIC OUTLET
ELEVATIONS (SEE NOTES FOR DATUM)
FIRE HYDRANT
FIRE LINE SIAMESE CONNECTION
FIRE LINE CONNECTION
FLAGPOLE
FLOW LINE
FORCE MAIN MANHOLE
FORCE MAIN VALVE
F.P.L ELECTRIC MANHOLE
F.P.L. FIBER NETWORK
F.P.L. TRANSMISSION POLE
GAS MANHOLE
GAS METER
GAS PUMP
GAS VALVE
GREASE TRAP MANHOLE
GROUND LIGHTING
GUARD POST, BOLLARD
IRRIGATION HAND HOLE
IRRIGATION VALVE
MAILBOX
MONITOR WELL
MONUMENT LINE
P-5 INLET
P-6 INLET
PARKING METER
PEDESTRIAN CROSSING SIGNAL
PERMANENT REFERENCE MONUMENT
POST INDICATOR VALVE
VACUUM BREAKER ASSEMBLY
PROPERTY LINE
ROUND CATCH BASING
SANITARY SEWER CLEANOUT
SANITARY SEWER MANHOLE
SIGN POST
SPRINKLER PUMP
STANDPIPE
STORM SEWER MANHOLE
STREET LIGHT BOX
SWALE INLET
TELEPHONE BOX (SOUTHERN BELL)
TELEPHONE HAND HOLE
TELEPHONE MANHOLE (SO. BELL)
TELEPHONE PAYPHONE
TRAFFIC HAND HOLE
TRAFFIC UTILITY BOX
TRAFFIC CONTROL POST
TRAFFIC SIGNAL POST
TRAFFIC SIGNAL BOX
TREE & PALM
UNDERGROUND UTILITY MARKER
UNKNOWN UTILITY MANHOLE
UNKNOWN UTILITY HAND HOLE
WATER MANHOLE
WATER METER
WATER VALVE
WOOD LIGHT POLE
WOOD POWER POLE
WOOD TELEPHONE POLE
HANDICAP PARKING
STROLLER PARKING

ABBREVIATIONS:

R denotes RADIUS
Δ denotes DELTA ANGLE
L denotes ARC DISTANCE
CH.D. denotes CHORD LENGTH or CHORD DISTANCE
CH.B. denotes CHORD BEARING
T denotes TANGENT DISTANCE
P.C.P. denotes PERMANENT CONTROL POINT
P.R.M. denotes PERMANENT REFERENCE MONUMENT
P.B. denotes PLAT BOOK
PG. denotes PAGE
P.O.C. denotes POINT OF COMMENCEMENT
P.O.B. denotes POINT OF BEGINNING
OHW denotes OVERHEAD UTILITY WIRES
O.R.B. denotes OFFICIAL RECORDS BOOK
P.C. denotes POINT OF CURVATURE
C.B.S. denotes CONCRETE BLOCK STRUCTURE
CONC. denotes CONCRETE
C.L.F. denotes CHAINLINK FENCE
M.F. denotes METAL FENCE
W.F. denotes WOOD FENCE
F.F.E. denotes FINISH FLOOR ELEVATION
F.I.P. denotes FOUND IRON PIPE
S.I.P. denotes SET IRON PIPE & LB-87 CAP
F.N.D. denotes FOUND NAIL & BRASS DISC
S.N.D. denotes SET LB-87 NAIL & BRASS DISC
C.I.P. denotes CORRUGATED IRON PIPE
CLR. denotes CLEAR
E.T.P. denotes ELECTRIC TRANSFORMER PAD
ENCR. denotes ENCROACHMENT
D.C. denotes DEPRESSED CURB
PL. denotes PLANTER
(C) denotes CALCULATE DISTANCE
I.E. denotes INVERT ELEVATION
T.O.P. denotes TOP OF PIPE
(D) denotes DEED DISTANCE
(L) denotes DISTANCE BY LEGAL DESCRIPTION
(M) denotes MEASURED DISTANCE
(R) denotes RECORD OR PLATTED DISTANCE

BOTTOM — APPROXIMATE BOTTOM OF SLOPE
COMM — COMMUNICATION
DRAIN — DRAINAGE
FPL — ELECTRIC
FM — FORCE MAIN
IRRIG — IRRIGATION
GAS — NATURAL GAS
OHW — OVERHEAD WIRES
SM — SANITARY SEWER
TOP — APPROXIMATE TOP OF BANK
VEG — VEGETATION LINE
WM — WATER
/// — LIMITED ACCESS RIGHT OF WAY LINE



LOCATION SKETCH
Scale: 1"=400'
A PORTION OF SECTION **09-53S-42E**, MIAMI-DADE COUNTY, FLORIDA.

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.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N00°01'22"E ALONG THE CENTERLINE OF WEST DRIVE.
2. LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
3. AREA OF THE PROPERTY DESCRIBED HEREON IS: 33,602± SQ. FT. (0.771± ACRES).
4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
5. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
6. THE PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 8), PER FLOOD INSURANCE RATE MAP NO. 12086C0306L, COMMUNITY NO. 120654, PANEL NO. 0306, SUFFIX L, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A) MAP DATED SEPTEMBER 11, 2009.
7. VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, TOGETHER WITH UNDERGROUND STORM AND SANITARY GRAVITY MAINS, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND PRESSURE MAIN, CABLES OR CONDUITS.
8. THE DISTANCES SHOWN ALONG THE BOUNDARY OF THE SUBJECT PROPERTY ARE RECORD AND/OR MEASURED UNLESS OTHERWISE STATED.
9. SHOWN HEREON ARE PLOTTABLE EASEMENTS AND RIGHTS OF WAY REFLECTED AS EXCEPTION IN **SCHEDULE B OF OWNER'S POLICY NO. OF6-8898628 ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH A DATE OF POLICY JUNE 4, 2021 AT 12:58 P.M.**
10. THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) AND ARE EXPRESSED IN FEET.
11. BENCHMARKS:
    a. MIAMI-DADE BENCHMARK P-313, LOCATED @ N TREASURE DRIVE --- 50' NORTH OF NORTH CURB --- HISPANOLA AVE --- 3' EAST OF EAST CURB OF SOUTHBOND LANE, US C & G BRASS DISC IN TOP OF NW CORNER OF SEWER PUMPING STATION, ELEVATION =5.27' N.G.V.D 29.
    b. MIAMI-DADE BENCHMARK A-26, LOCATED @ 79 ST CSWY --- 43' NORTH OF C/L--- PELICAN HARBOR DR --- 210' EAST OF C/L, PK NAIL AND ALUMINUM WASHER IN CONC CATCH BASIN, ELEVATION =6.19' N.G.V.D 29.
12. THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED RM-70 (MULTI FAMILY RESIDENTIAL) (CITY OF NORTH BAY VILLAGE ZONING MAP-UPDATED NOVEMBER 29, 2017)
13. NO BUILDINGS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
14. SUBJECT PROPERTY IS MIAMI-DADE PROPERTY APPRAISER NUMBERS:
    FOLIO: 23-3209-001-0420 - 7940 WEST DR
    FOLIO: 23-3209-001-0400 - 7938 WEST DR

CERTIFIED TO:

-7940 NBV PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
-OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
-BANK OF OZK
-ESCOBAR & DECARLO, L.L.C.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THIS **BOUNDARY** SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
THE FIELDWORK WAS COMPLETED ON FEBRUARY 21, 2023

Schwebke-Shiskin & Associates, Inc.

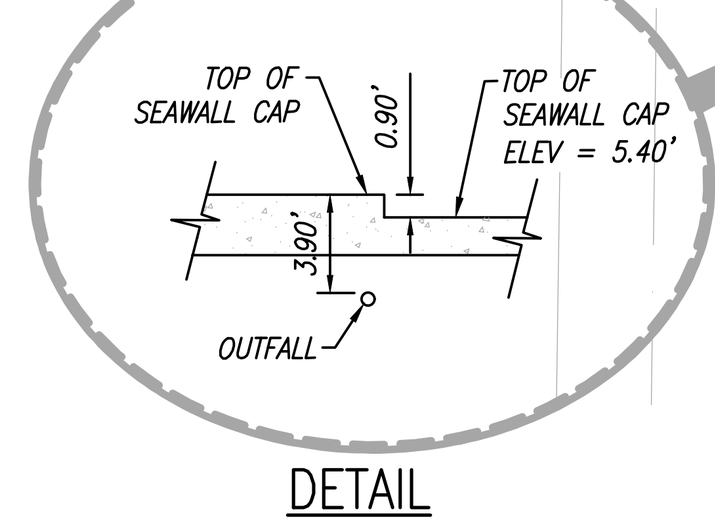
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

BY: *Mark Steven Johnson* DATE OF PLAT OR MAP:
MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA.

MARK STEVEN JOHNSON LICENSE No. 4775 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

This Survey has been electronically signed and sealed by Mark Steven Johnson, PSM on the date noted hereon. All signatures must be verified on electronic copies. Printed copies are not considered signed and sealed, unless they include an additional raised embossed seal of the surveyor.

Mark S Johnson



DETAIL
Scale: 1"=10'

NOTES REGARDING SCHEDULE B OF OWNER'S POLICY NO. OF6-8898628 ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH A DATE OF POLICY JUNE 4, 2021 AT 12:58 P.M.

8. RESTRICTIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS CONTAINED ON THE PLAT OF HARBOR ISLAND, AS RECORDED IN PLAT BOOK 44, PAGE 72, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **(AFFECTS PARCEL-SHOWN HEREON)**
9. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA RECORDED JULY 27, 1926, UNDER DEED BOOK 983, PAGE 1, PUBLIC RECORDS OF MIAMI-DADE, FLORIDA; HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATION HAS BEEN RELEASED PURSUANT TO SEC. 270.11, F.S. **(RESERVES MINERAL RIGHTS ACROSS THE PARCELS, AS A WHOLE (BLANKET), IS NOT SUFFICIENTLY LEGIBLE TO DETERMINE IF SUBJECT PROPERTY IS INCLUDED)**
10. COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED FEBRUARY 21, 1946, IN DEED BOOK 2636, PAGE 403 **(AFFECTS PARCEL-BLANKET IN NATURE- PLOTTABLE RESTRICTIONS SHOWN HEREON)** AND O.R. BOOK 3827, PAGE 134 **(AFFECTS PARCEL-NOT PLOTTABLE-BLANKET IN NATURE)**, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WHICH CREATES EASEMENTS, CONDITIONS AND USE LIMITATIONS.
11. EASEMENT IN FAVOR BISCAYNE SEA CLUB AND BAY-FOUR, INC. FOR EXCLUSIVE PARKING PURPOSES RECORDED IN O.R. BOOK 2999, PAGE 490 **(DOES NOT AFFECT)** , AND IN O.R. BOOK 2999, PAGE 493 **(DOES NOT AFFECT)** PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
12. UNITY OF TITLE RECORDED IN O.R. BOOK 30474, PAGE 4928, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**
13. RIPARIAN AND LITTORAL RIGHTS ARE NOT INSURED.
14. RIGHTS OF THE UNITED STATE OF AMERICA AND/OR THE STATE OF FLORIDA TO ANY PORTION OF SAID LAND WHICH HAS BEEN CREATED BY ARTIFICIAL MEANS, AND LANDS ACCRETED THERETO.
15. THE RIGHT OF THE UNITED STATES GOVERNMENT, IN THE INTEREST OF NAVIGATION AND COMMERCE, TO REGULATE ANY PORTION OF THE LAND THAT WAS FORMERLY SUBMERGED BY NAVIGABLE WATERS.
16. ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED, AND ARTIFICIALLY EXPOSED LANDS AND LANDS ACCRETED TO SUCH LANDS.
17. ENCROACHMENTS, ENCUMBRANCES, VIOLATIONS, VARIATIONS, OR ADVERSE CIRCUMSTANCES, IF ANY, ACTUALLY SHOWN ON THE SURVEY PREPARED BY ALVAREZ, AIGUESVIVES AND ASSOCIATES, INC., DATED APRIL 14, 2021, BEARING JOB #21-25426: (A) 6' WIRE FENCE ENCROACHMENT INTO ANCHOR EASEMENT RECORDED DEED BOOK 2636, PAGE 403, IN THE EAST SIDE OF THE SUBJECT PROPERTY. **(AFFECTS PARCEL-SHOWN HEREON)**
18. MORTGAGE TO BANK OZK, MORTGAGEE(S), RECORDED IN O.R. BOOK 32546, PAGE 807, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **NOT A SURVEY MATTER**
19. ASSIGNMENT OF LEASES AND RENTS FILED JUNE 4, 2021, IN O.R. BOOK 32546, PAGE 1835, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**
20. UCC FINANCING STATEMENT BETWEEN 7940 NBV PARTNERS, LLC AND BANK OZK AS RECORDED IN O.R. BOOK 32546, PAGE 1845, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**

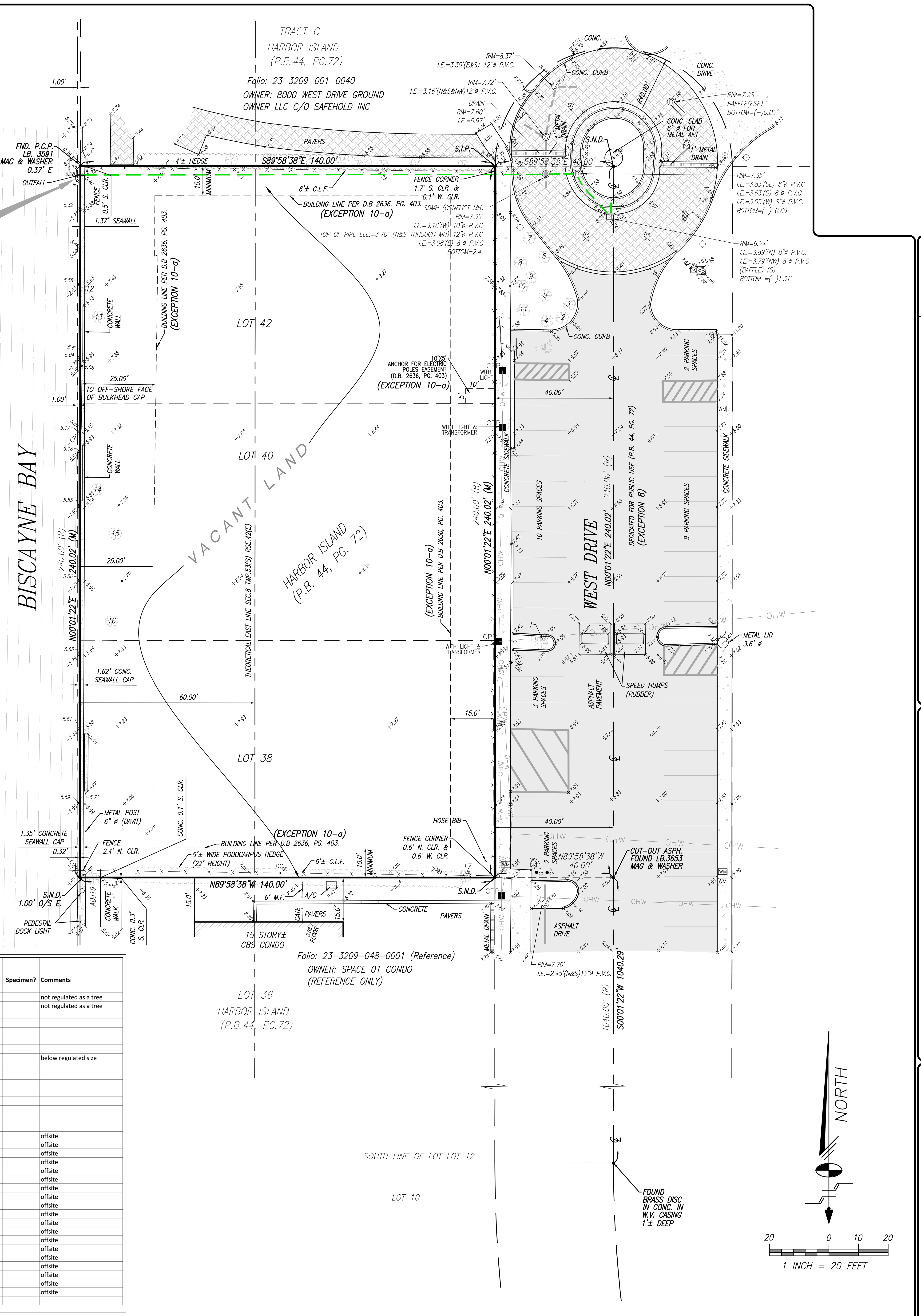
T:\kathy\notes\harbor island sec 09-53-42

TREE TABLE

Tree #	Common Name	Scientific Name	DBH (inches)	Condition	Number of stems	Height (feet)	Canopy Spread (feet)	Canopy (square feet)	Prohibited?	Specimen?	Comments
1	sabal palm	*sabal palmetto*	11	Fair	1	22	16	201			
2	white bird of paradise	*Strelitzia nicolai*	4	Fair	1	15	16				not regulated as a tree
3	white bird of paradise	*Strelitzia nicolai*	4	Fair	1	18	10				not regulated as a tree
4	coconut palm	*Cocos nucifera*	7	Good	1	42	10	79			
5	Sylvester palm	*Phoenix sylvestris*	14	Good	1	42	18	254			
6	coconut palm	*Cocos nucifera*	7	Good	1	35	18	254			
7	coconut palm	*Cocos nucifera*	6	Good	1	30	18	254			
8	coconut palm	*Cocos nucifera*	9	Good	1	45	18	254			
9	Europeon fan palm	*Chamaerops humilis*	6	Fair	1	7	18	254			below regulated size
10	coconut palm	*Cocos nucifera*	7	Good	1	32	5	20			
11	coconut palm	*Cocos nucifera*	10	Good	1	45	18	254			
12	gumbo limbo	*Bursera simaruba*	6	Good	1	18	18	254			
13	coconut palm	*Cocos nucifera*	9	Good	1	36	12	113			
14	coconut palm	*Cocos nucifera*	7	Fair	1	20	18	254			
15	Mango	*Mangifera indica*	15	Good	1	25	18	254			
16	coconut palm	*Cocos nucifera*	6	Good	1	20	20	314			
17	dead tree	*unknown species*	8	Poor	1	10	0	0			
ADJ1	Chinese privet	*Ligustrum japonicum*	10	Good	4	18	18	254			offsite
ADJ2	coconut palm	*Cocos nucifera*	9	Good	1	35	18	254			offsite
ADJ3	Verawood	*Bulnesia arboria*	5	Good	1	18	16	201			offsite
ADJ4	coconut palm	*Cocos nucifera*	12	Good	1	55	18	254			offsite
ADJ5	Verawood	*Bulnesia arboria*	5	Good	1	18	16	201			offsite
ADJ6	Verawood	*Bulnesia arboria*	9	Good	1	20	18	254			offsite
ADJ7	coconut palm	*Cocos nucifera*	8	Good	1	40	18	254			offsite
ADJ8	Verawood	*Bulnesia arboria*	6	Good	1	16	16	201			offsite
ADJ9	coconut palm	*Cocos nucifera*	11	Good	1	55	18	254			offsite
ADJ10	Verawood	*Bulnesia arboria*	4	Good	1	12	10	79			offsite
ADJ11	coconut palm	*Cocos nucifera*	10	Good	1	42	18	254			offsite
ADJ12	Verawood	*Bulnesia arboria*	4	Fair	1	15	12	113			offsite
ADJ13	Verawood	*Bulnesia arboria*	5	Fair	1	16	12	113			offsite
ADJ14	Verawood	*Bulnesia arboria*	7	Good	1	18	16	201			offsite
ADJ15	Verawood	*Bulnesia arboria*	5	Fair	1	16	15	177			offsite
ADJ16	Verawood	*Bulnesia arboria*	3	Poor	1	12	9	64			offsite
ADJ17	royal poinciana	*Delonix regia*	9	Fair	4	18	18	254			offsite
ADJ18	royal poinciana	*Delonix regia*	10	Fair	1	20	18	254			offsite
ADJ19	Seagrape	*Coccoloba uvifera*	16	Good	1	28	26	531			offsite

Tree numbers preceeded by "ADJ" indicate offsite trees on neighboring/adjacent properties, measurements are approximated

NOTE:
THE TREE INFORMATION SHOWN HEREON PER "TREE TABLE" AS SHOWN ON CERTIFIED ARBORIST ASSESSMENT PREPARED BY NEW LEAF ENVIRONMENTAL, LLC., BY Michael McCoy, CERTIFIED ARBORIST MA 4243A, TRAQ QUALIFIED, LIAF CERTIFIED LANDSCAPE INSPECTOR, DATED JANUARY 23, 2023.



ELEVATIONS SHOWN HEREON RELATE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.29) AND ARE EXPRESSED IN FEET.

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS • ENGINEERS • LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: (954) 435-7010 FAX: (954) 438-3288
CERTIFICATE OF AUTHORIZATION No. LB-87

Drawn By: AH/GR	Survey Date: 02-21-23	Checked By: M.S.J.	Date:
Order No. 216020	F.B. No.: 2248 Pg.28	Scale: AS SHOWN	
File No. AJ-6243		Sheet 1 of 1 Sheet(s)	

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

This is a "Boundary Survey."

ALTA/NSPS LAND TITLE SURVEY
Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida.

REVISIONS

Date:	Order No.	Field Book	Remarks:	By:

K:\095342\LOTS 38-42 HARBOR ISLAND\SURVEY\DWG\LOTS 38,40,42 HARBOR ISLAND.DWG

FILE NO. AJ-6243

SURVEY

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

7940 WEST DRIVE
NORHT BAY VILLAGE
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

Owner Information

7940 NBV PARTNERS, LLC
4531PRAIRIE AVE
MIAMI BEACH, FL 33140

Consultant

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

Date	6/12/2023
Scale	AS SHOWN
Project No.	2114
Sheet Name	SURVEY
Sheet No.	A-002

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

July 18, 2023

Silvia E. Vargas, FAICP, LEED AP
Village Planner
City of North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

RE: Updated Letter of Intent for Site Plan, Transfer of Development Rights, and Related Variance Requests for the Property Located at 7938-40 West Drive, North Bay Village, Florida (Folio numbers 23-3209-001-0400 and 23-3209-001-0420).

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 application for a site plan approval, transfer of development rights ("TDR") approval, and related variance requests to allow for a low impact and high quality 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.

Land Use. According to the City of North Bay Village Future Land Use Map, the Property is designated "High Density Multi-Family Residential." The "High Density Multi-Family Residential" land use designation permits up to 70 dwelling units per acre before permitted transfers of development rights (discussed below).

Zoning. The property is zoned "RM-70" according to the North Bay Village Zoning Map. The RM-70 zoning district permits multi-family residential dwellings; management offices within structures containing eight (8) or more dwelling units or guest rooms; and office retail and service commercial facilities of an ancillary nature

within structures containing at least 100 dwelling units or guest rooms, subject to certain conditions.

Proposed Development. The Applicant intends to develop the Property with the beautiful and resilient "7940 West Drive" multi-family residential development. The plan has been designed to be consistent with the Comprehensive Plan and the RM-70 zoning designation. The proposed development contemplates up to 70 residential units, with up to 53 three-bedroom units and 17 two-bedroom units. All units within the building are large, family-oriented, spaces, designed to attract long-term residents who desire to raise their families in the Village.

Residents will enjoy access to generous amenities on decks located on top of the parking pedestal and on the rooftop. The building has been oriented so that the vehicular drop off area is located on the western portion of the lot, leaving the front of the property as a beautiful green space that will buffer the public sidewalk.

Island Walk. The Applicant has proposed to develop the public "Island Walk" on the rear of the Property and link the pedestrian to both our neighbors to the north and south. Public access from West Avenue will be provided on both the north and south sides of the Property. Consistent with the Village's requirements, the Island Walk will be open to the public will be from both the north and south sides of the site. The walk and proposed street furniture have been designed to be compatible with the Village's standards.

Parking. The Applicant is proposing both valet and self-parking as part of the development. The valet service will be available at all times. The proposed parking on the site will be completely enclosed within the building pedestal, which has been designed to shield the view of parking from the public using an attractive screening system.

The Village has recognized during the recent workshop process regarding Harbor Island zoning changes that the current ULDC regulations devote far too much space to parking – especially in new buildings with larger units. This wasted space is cause by excessively high parking requirements. The Village will be reviewing ULDC changes that, if adopted as currently drafted, would reduce the required parking in the RM-70 zone. While the Applicant looks forward to the pending "right sizing" of the Village's parking requirements, the submitted plan has been designed with the future in mind.

Transfer of Density Rights. As you know, the Village Commission adopted amendments to the ULDC to modify the Village's Transfer of Development Rights ("TDR" program in late 2022. The application of TDR units in the RM-70 zone allow an overall density bonus

of up to 30% -- 91 units to the acre. Furthermore, the application of TDRs will allow the Commission to approve a height bonus of 30% above the maximum (up to 312 feet, assuming the full application of the height bonus available in the RM-70 district).

The Applicant is proposing to use sixteen (16) TDR units as part of the development and requests that the Village review of the application include a Commission approval of the assignment of the units.

Green Building. All development using TDRs must obtain twenty-four (24) "green building and design points" under the "Green building development options and points" in Section 8.21 of the ULDC as opposed to the Code's typical requirement of eighteen (18) points for multi-family development. As shown on the submitted scoring analysis prepared by Energy Costs Solutions Group, the proposed development will exceed the point requirement.

Variance Requests. The Applicant has requested the following variances: (1) a variance to provide 135 spaces where 212 would be required; and (2) a variance to allow the parking garage to include internal drives at 22 feet wide where 23 feet would be required.

Numerical Variance. It has been well recognized that the Village's current parking requirements in the RM-70 zone, which require at least two parking spaces for units that are larger than efficiencies and three parking spaces for units larger than two-bedroom units with dens, can result in excessively tall and bulky parking pedestals enclosing parking areas that often remain underutilized at all times of the year.

The Applicant believes that the building's parking, which retains an average of just under two spaces per unit, will more than accommodate the needs of the building's residents. Moreover, it has allowed the Applicant to reduce the height and slim down the bulk of the parking pedestal – as shown on the submitted plans. Providing excessive parking on the Property would be directly in opposition to the Village's green building standards, which encourage the efficient use of land.

Width of Internal Drive. The goal of slimming down the parking pedestal while retaining sufficient access to the parking spaces is also met through the proposed reduction of parking garage internal drives to 22 feet from the required 23 feet. The proposed plans provide sufficient radii to allow for safe travel in the garage.

Compact Spaces. The Applicant is proposing to provide twenty (20) percent of the building's parking as "compact." As required by the ULDC, the provided compact spaces

be clearly marked "for compact cars only" and collectively located in a defined area. Those seeking approval for the use of compact parking spaces must provide valet parking services in perpetuity. As noted above, the Applicant is proposing to offer valet service for the building, mixed with available self-parking.

Satisfaction of Required Criteria. The Applicant's requests satisfy all required criteria as follows:

(1) That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district;

There are special circumstances and conditions which are peculiar to the Property, including the need to accommodate a modern family-oriented development on the site.

(2) That the special circumstances and conditions were not self-created by any person having an interest in the property;

The issues with the Village's parking standards were not created by the Applicant.

(3) That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant;

The strict application of the regulations would deprive the Applicant of the reasonable use of the land and would result in an unnecessary hardship. Requiring the provision of excess parking and drive aisle width would require such significant plan revisions that the use of the building would be unreasonably limited in a manner not consistent with the goals of the Village's ULDC

(4) That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district;

Granting the requested variances will not confer any special privilege on the Applicant, which has been unduly impacted by the Village's parking standards in a manner that, given the size and orientation of the Property, would make development untenable.

(5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building;

The requested variances are the minimum necessary to allow for the Property to be a viable site for future development while still satisfying the intent of the Comprehensive Plan and allowing for consistency and harmony in the character of the surrounding neighborhood. The Applicant is not asking for variances for any other regulations required under the UDLC.

(6) That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and

The granting of the requested variances will allow future development on the Property to be in harmony with the intent and purpose of the Comprehensive Plan as it will fulfill the intent of the RM-70 zoning designation rather than remain as an underutilized lot.

(7) The variance request is not based exclusively upon a desire to reduce the cost of development.

The granting of the requested variances are not based exclusively upon desire to reduce development costs, but rather is based on the desire to make the Property viable for a high quality development consistent with the intent of the Comprehensive Plan and the ULDC. Granting of the requested variances will support a development that will be the highest and best use of the Property.

Conclusion. We are excited to bring this beautiful low impact development to this part of the Village. The 7940 West Drive plan has been designed as a resilient project that benefits the public through enhanced green space along the public right of way and superior access to the Island Walk. 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

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 VARIANCE REQUEST, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

This application form is to be used to petition for a variance from the regulations pursuant to Section 7.3. of the North Bay Village Unified Land Development Code. **This application may only be applied for by the owner of the property, which shall mean the person who owns and currently resides, or owns and intends to reside, at the subject premises, 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. Variances 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 or 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.

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Property Owner Name: 7940 NBV PARTNERS LLC
2. Contact Phone: 912-398-1775 Email Address: peter@fortisdesign.build
3. Mailing Address: 4531 PRAIRIE AVENUE, 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, "HARBOR 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. Lot Size (square feet): 33,602

11. Future Land Use and Zoning Designations: High Density Multi-Family Residential and RM-70

12. Section(s) of the North Bay Village ULDC form which the Applicant Seeks Relief: ____

9.3.E. of the ULDC, to permit a parking aisle width of 22 feet where 23 feet would be required.

13. Variance(s) Requested: A variance to reduce the drive aisle width by 1'

14. Reasons for the Request (add pages if necessary): See attached letter.

OWNER AFFIDAVIT/INTENT TO RESIDE

I, _____ being first duly sworn, depose and say that I am the legal owner of record of the property described and which is the subject of the proposed Variance application and that I currently reside on or intend to reside on the subject premises.

I have made every attempt to relocate/redesign the proposed improvement to avoid the variance(s) herein requested. I acknowledge that Village Commission has the authority to approve, modify, or deny my application and that in granting approval of my application the Village Commission may prescribe any appropriate conditions and safeguards necessary to protect and further the interest of the area and abutting properties.

This affidavit is subject to penalties of law (Perjury) and to possible voiding of any decision.

_____
Signature

Sworn to and subscribed to before me this _____ day of_____, 20____.

_____
Notary

Public Commission expires: _____

CONSENT TO PUBLIC HEARINGS

All requests for variances 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 variance 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 variance 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 Chapter 7. 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 _____

Print Name MIKAEL HAMAOUI

(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 FLORIDA
COUNTY OF MIAMI - DADE

Sworn to and subscribed to before me this 17TH day of JULY, 2023,

by MIKAEL HAMAOUI, who is personally known to

me or who has produced _____ as identification.

Notary Public Signature _____

Commission
Number/Expiration _____

DEREK GRANQUIST
Commission # HH 376883
Expires 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: _____

Relationship to the project: (e.g., property owner, architect, developer, attorney)

OWNER

Full Name: MIKAEL HAMAOUI

Current Address: 4531 PRAIRIE AVENUE

City: MIAMI BEACH State: FL Zip: 33140

Telephone: 305-776-5345 Email: mikael@riveirahorizons.com

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 17TH DAY OF JULY, 2023

Notary Public, State of Florida at Large

My Commission expires _____, 20____.

DEREK GRANQUIST
Commission # HH 376883
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.

CHECK LIST FOR THE APPLICANT

Mandatory Submittals:

- ☐ Complete Variance 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 (refer to page 5 of this document), explaining the nature of the request, justification for the proposed variance, evidence that the request complies with Subsection 7.3.D. of the North Bay Village Unified Land Development Code, and other pertinent information. Insufficient justification may result in denial of the application. The applicant must justify each individual variance in the letter of intent.
- ☐ Certified Land Survey dated within two (2) years of the filing date of the administrative adjustment 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 the 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; and the variance being requested clearly shown, (i.e., required versus proposed structure).
- ☐ 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).

Optional Submittals:

- ☐ Signed consent letters from neighboring property owners.
- ☐ Different versions of the proposed variance based on alternative design options.

Applications are deemed incomplete until all mandatory submittals have been received by the Village Planning and Zoning Official.

EVIDENCE THAT THE REQUEST COMPLIES WITH SUBSECTION 7.3.D. OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE

In your Letter of Intent, or separately, address how the Variance Application complies with the following criteria.

For the Planning and Zoning Board to recommend approval, and for the Village Commission to grant approval, of a variance request, both must make an affirmative finding with respect to all seven (7) of the following criteria:

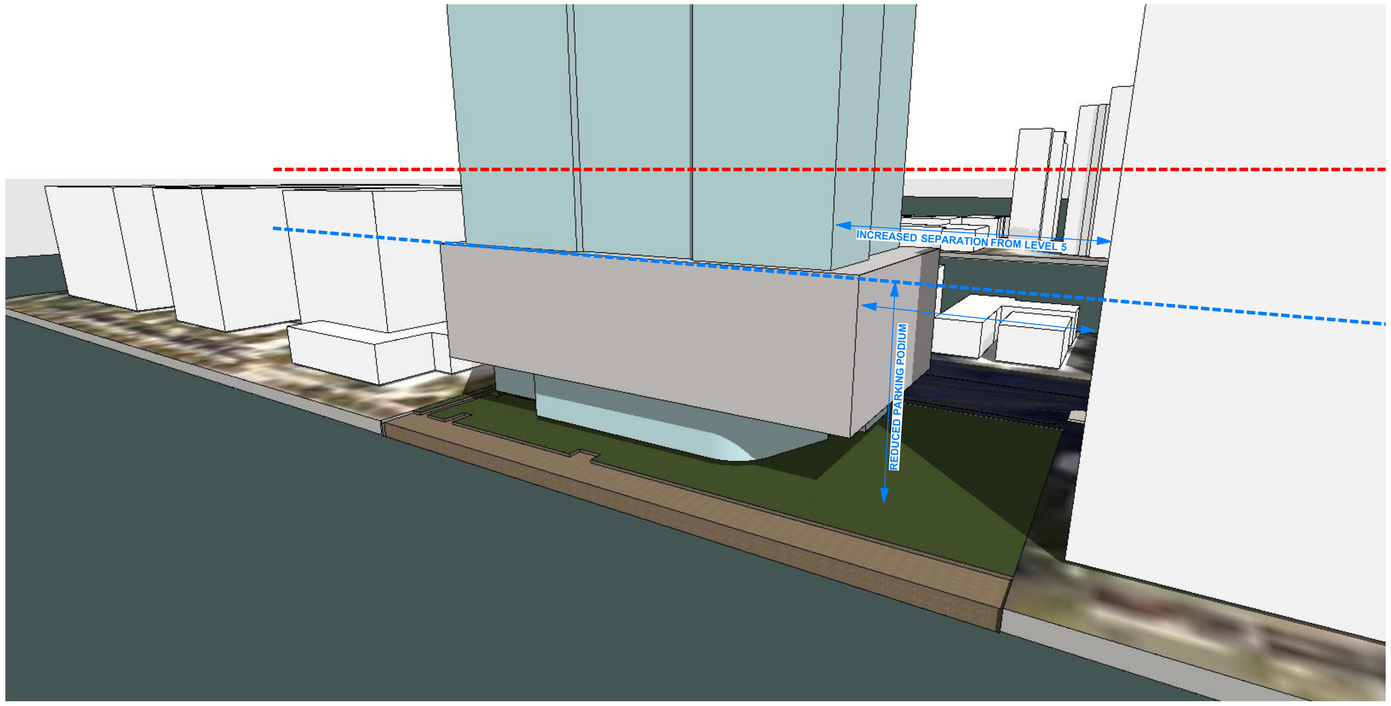
1. That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district.
2. That the special circumstances and conditions were not self-created by any person having an interest in the property.
3. That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant.
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district.
5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.
6. That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
7. The variance request is not based exclusively upon a desire to reduce the cost of development.

Office Use Only:

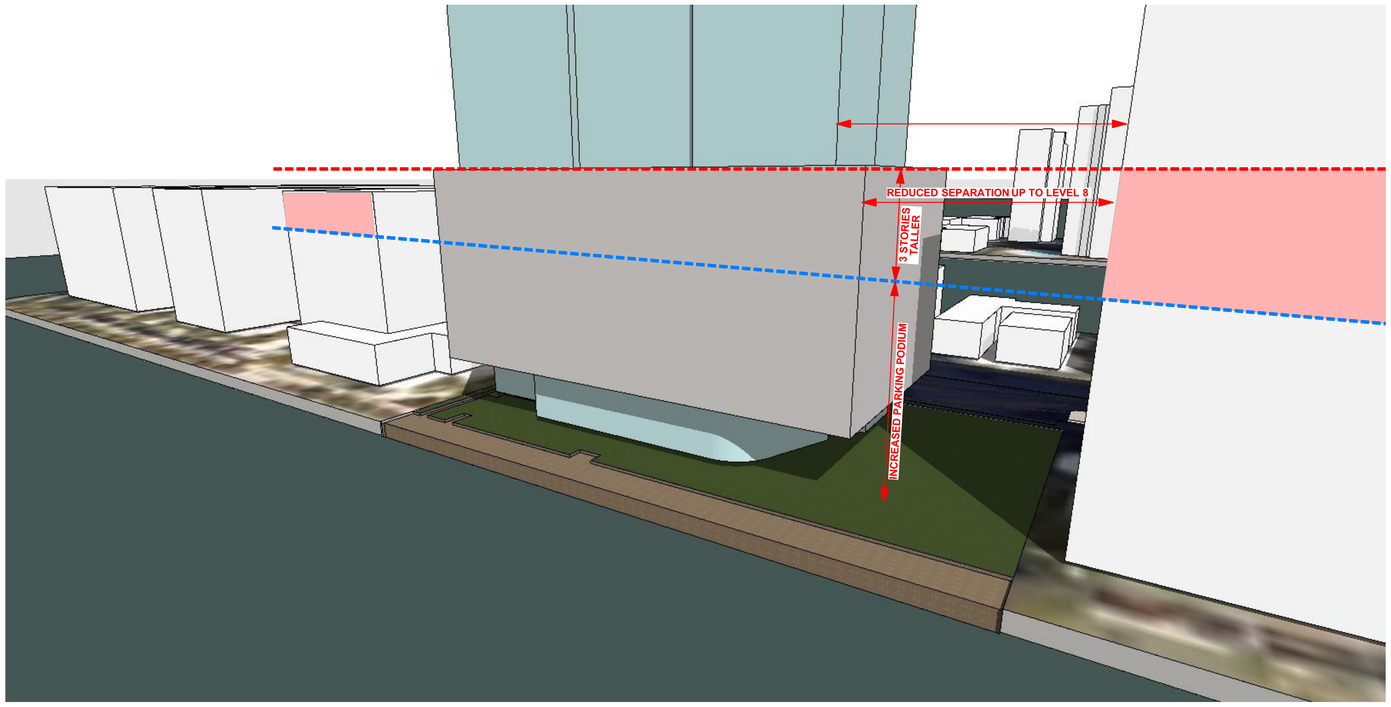
Date Submitted: _____ Total Paid: $_____

Date Paid: _____ Filing Fee: $_____

Cash or Check #_____ Cost Recovery Dep: $_____



PODIUM MASSING WITH
PROPOSED PARKING REDUCTION



PODIUM MASSING WITH
NO PARKING REDUCTION

ANALYSIS OF PARKING REDUCTION

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File: BIMcloud: Arch Sit/Civil/R22-25 - BIMcloud Basic for Archicad 25/2114_7940 WEST DRIVE - NORTH BAY VILLAGE/2114_7940 WEST DRIVE - NORTH BAY VILLAGE_MARCH 2023_1.by mpelaez , Date: 6/12/2023

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Project

7940 WEST DRIVE
NORHT BAY VILLAGE
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

Owner Information

7940 NBV PARTNERS, LLC

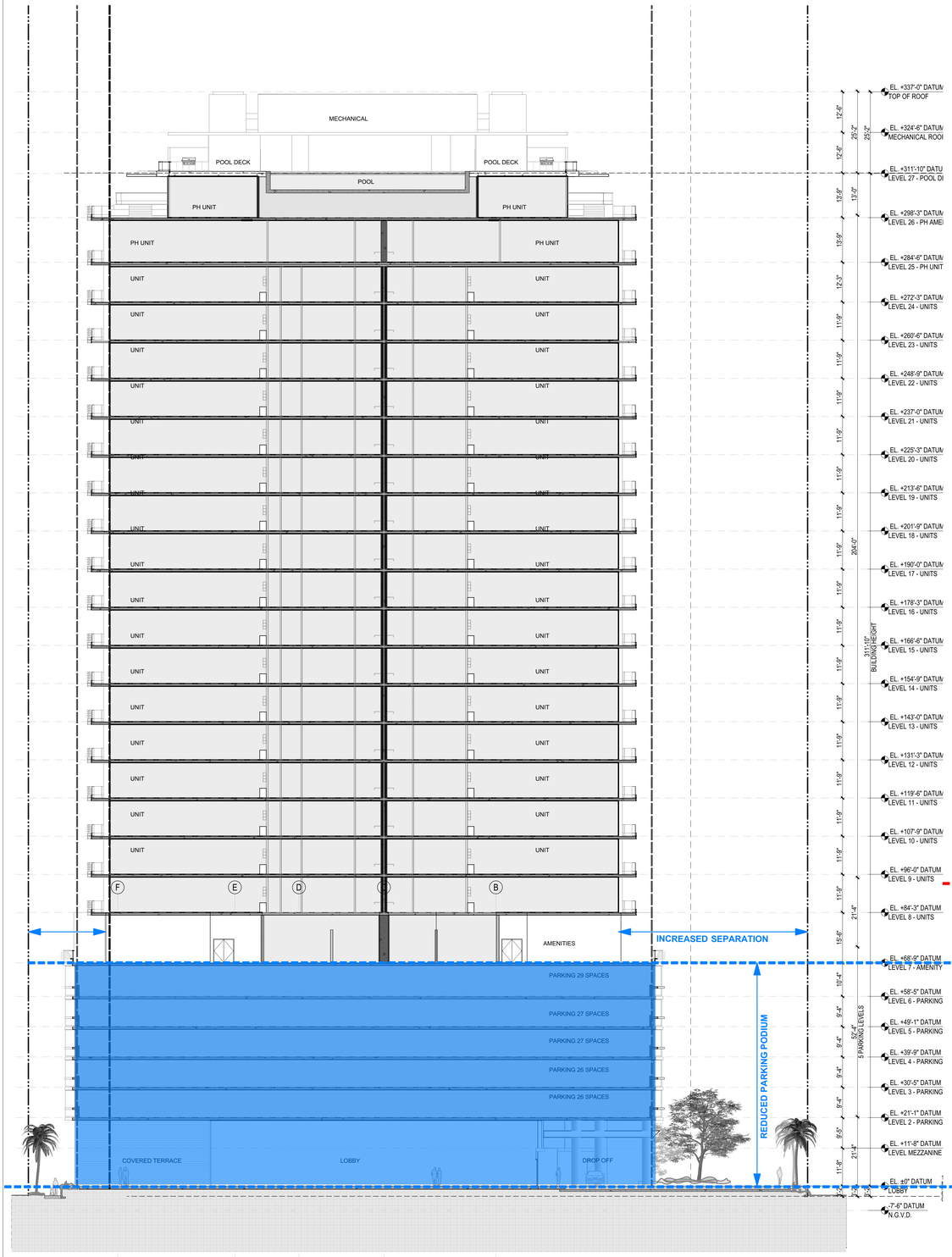
4531PRAIRIE AVE
MIAMI BEACH, FL 33140

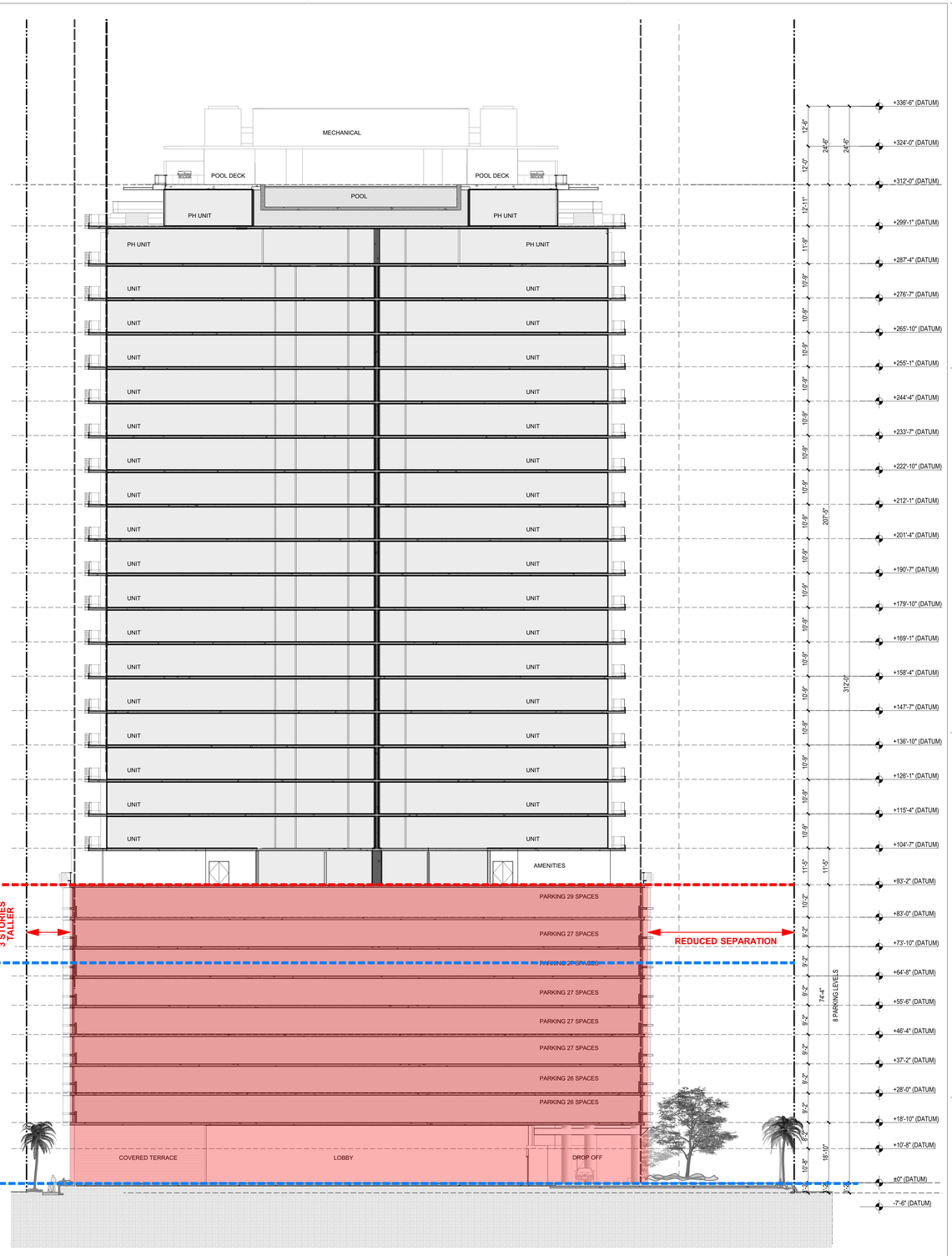
Consultant

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

Date
6/12/2023
Scale
AS SHOWN
Project No.
2114
Sheet Name
PARKING ANALYSIS
Sheet No.
A-005





PODIUM MASSING WITH **PROPOSED PARKING REDUCTION**

PODIUM MASSING WITH **NO PARKING REDUCTION**

ANALYSIS OF PARKING REDUCTION

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Project

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7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

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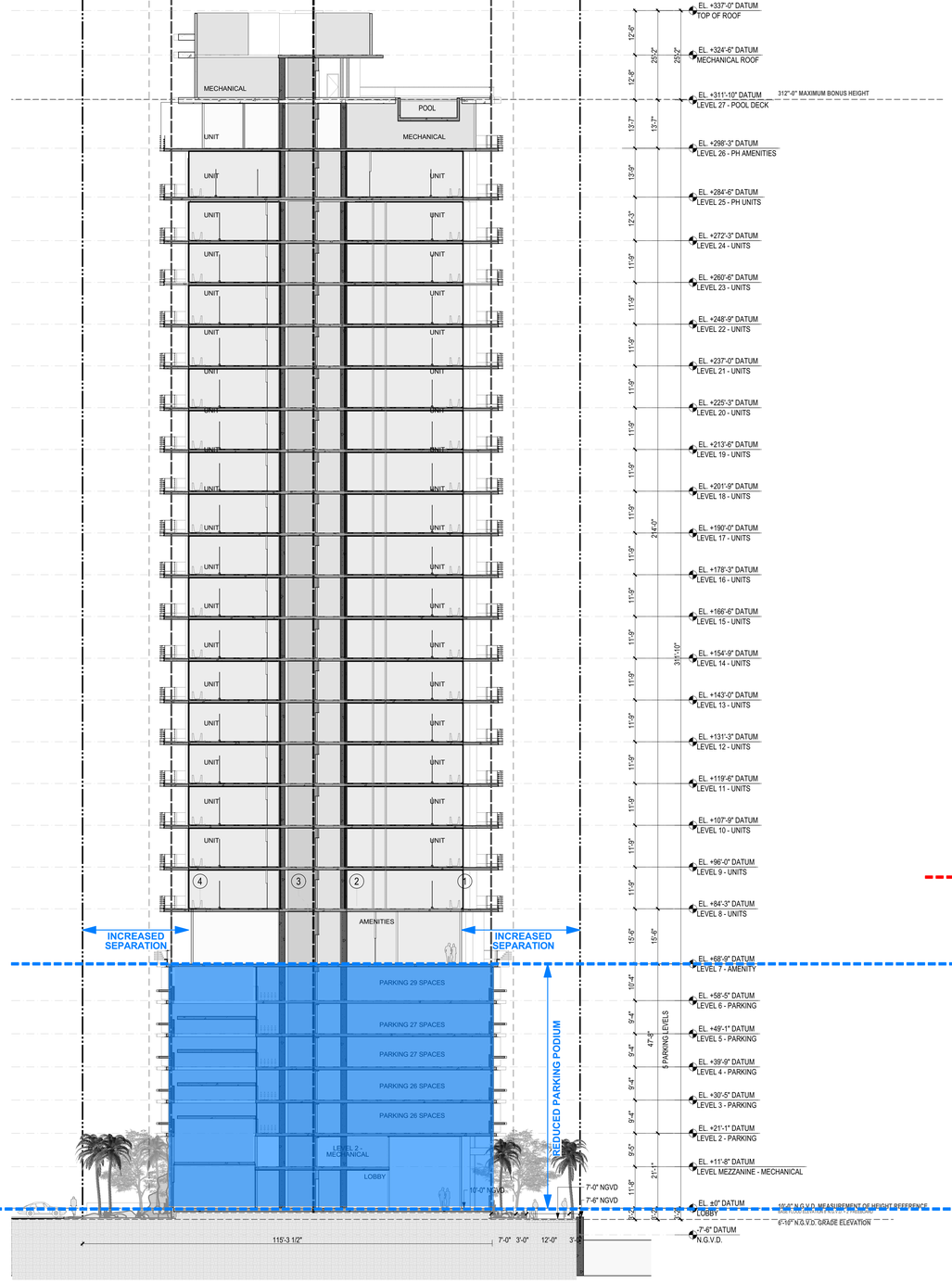
(912) 398-1775

Consultant

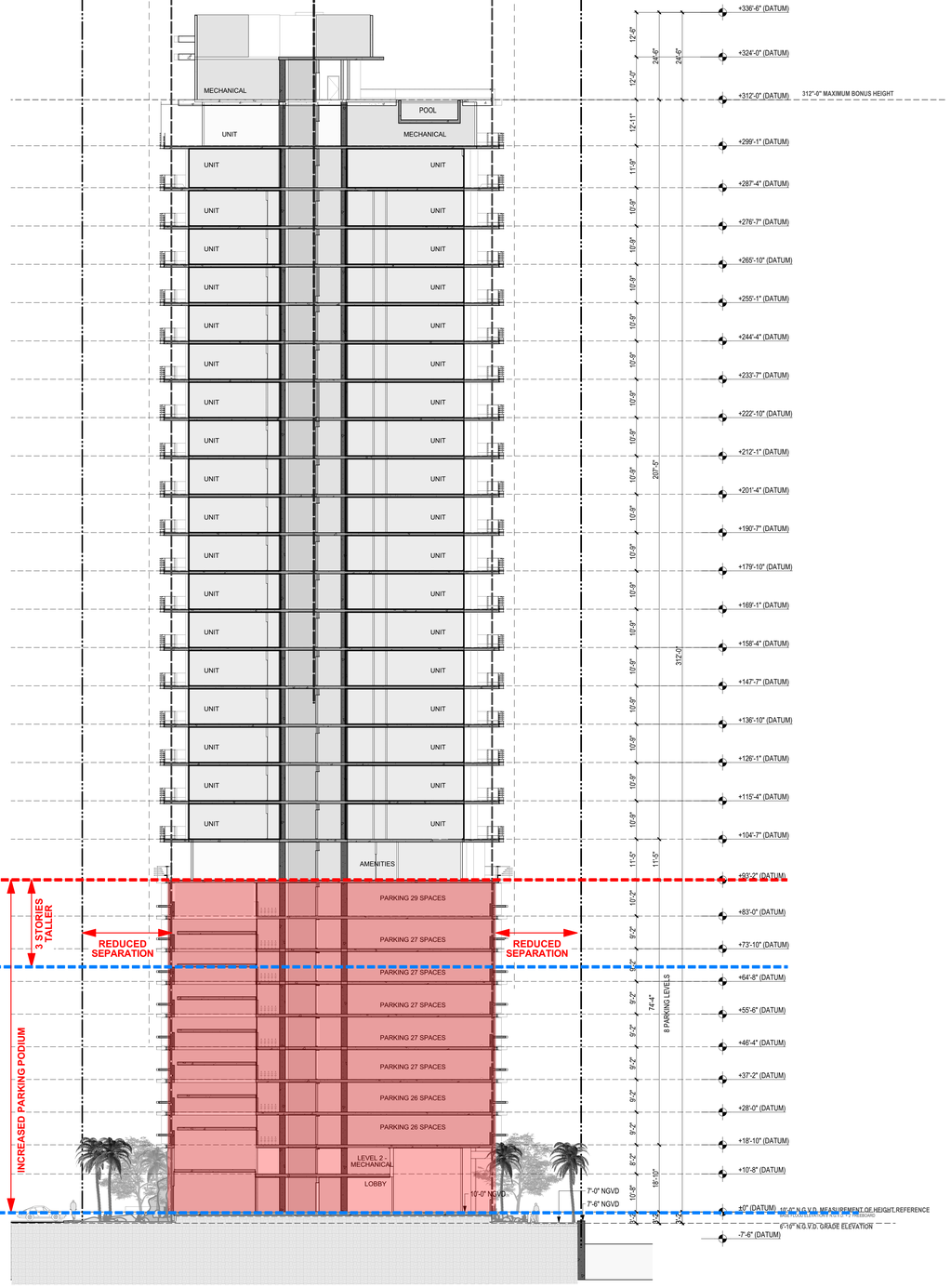
Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

Date
7/17/2023
Scale
AS SHOWN
Project No.
2114
Sheet Name
SECTIONS
Sheet No.
A-005a



PODIUM MASSING WITH
PROPOSED PARKING REDUCTION



PODIUM MASSING WITH
NO PARKING REDUCTION

ANALYSIS OF PARKING REDUCTION

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Project

7940 WEST DRIVE
NORHT BAY VILLAGE
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

RESPONSE TO PLANNING COMMENTS	07/18/2023

Owner Information

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Consultant

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

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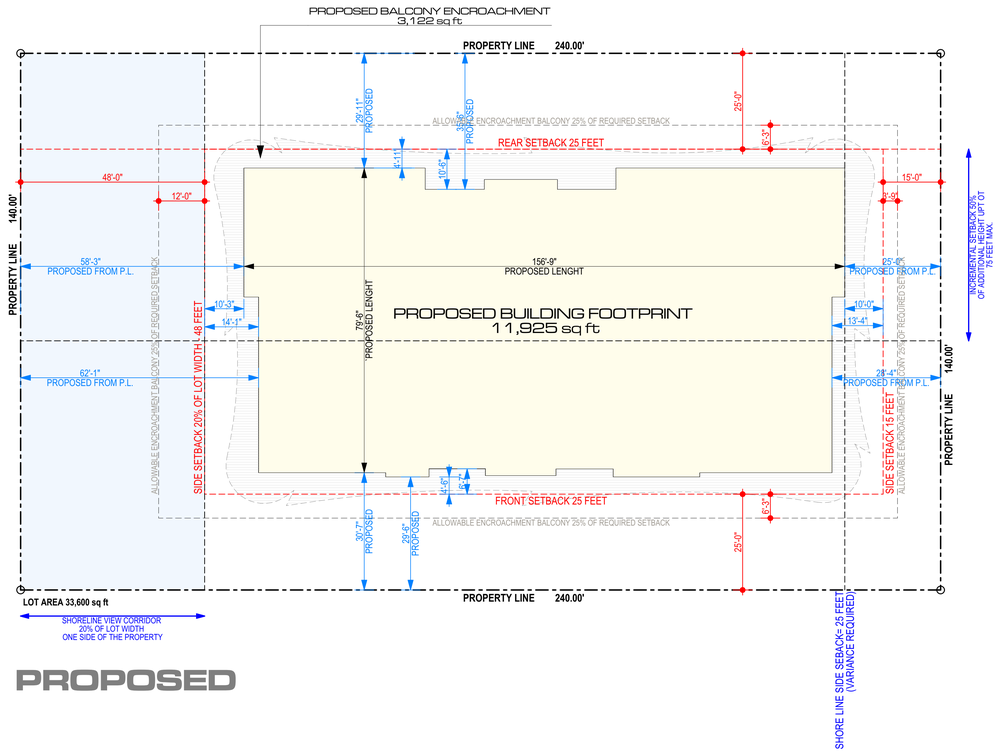
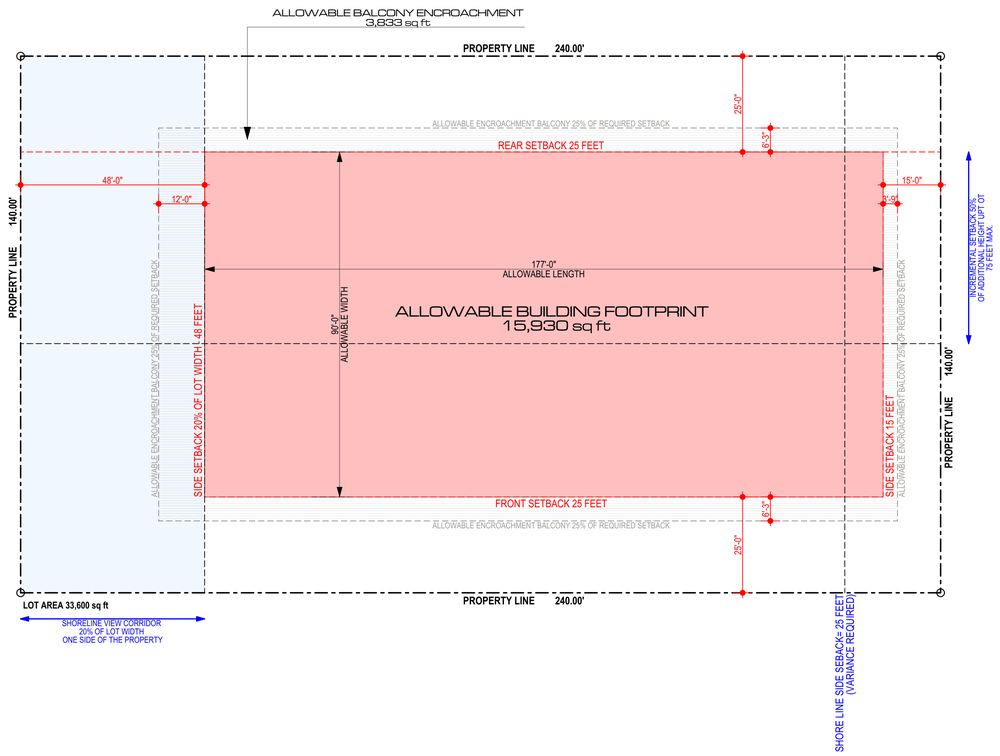
Scale	AS SHOWN
Project No.	2114
Sheet Name	SECTIONS
Sheet No.	A-005b



PROPOSED



ALLOWED

BUILDING FOOTPRINT

ALLOWABLE	15,930 sq.ft.
PROPOSED	11,925 sq.ft.
	74.85 % OF ALLOWABLE

OVERALL FOOTPRINT (BUILDING + BALCONY)

ALLOWABLE	19,763 sq.ft.
PROPOSED	15,047 sq.ft.
	73.16 % OF ALLOWABLE

COMPARATIVE ANALYSIS OF BUILDING FOOTPRINT

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File: Bfdblood, Rbd-SERVER2-25 ... Bfdblood Bases for Archicad 25\2114_7940 WEST DRIVE - NORTH BAY VILLAGE - MARCH 2023 - By mgaviria - Date: 6/12/2023

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Consultant

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

Date
6/12/2023

Scale
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Project No.
2114

Sheet Name
BUILDING FOOTPRINT

Sheet No.
A-006

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC CONCERNING PROPERTY LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC, TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, NBV Partners, LLC (the "Applicant") is proposing 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. 23-3209-001-0400 and 23-3209-001-0420, located at 7938-7940 West Drive on Harbor Island (the "Project"), with a legal description as shown in Exhibit A; and

WHEREAS, the site plan requires approval under the provisions of Sec. 5.8; and

WHEREAS, the Applicant is concurrently requesting a Variance from the minimum parking requirement to permit the provision of 135 parking spaces where 212 are required; and

WHEREAS, after a duly noticed public hearing held on July 27, 2023, a motion of the Planning and Zoning Board to recommend approval of the Variance to reduce the

minimum parking requirement subject to the conditions set forth and included below in Section 2 failed on a 2-2 vote; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on _____, 2023 in accordance with the law to hear the application and [approved/approved with conditions/denied] the Variance for the Project; and

WHEREAS, the Mayor and Village Commission find the proposed Variance [is/is not] consistent with the Village's 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. Findings. The Village Commission, after review of competent substantial evidence in the record and a duly noticed public hearing, hereby finds that the Application meets the criteria set forth in Section 7.3 of the ULDC for approval of the variance pursuant to Section 7.3 of the ULDC to allow the provision of 135 parking spaces where the ULDC requires 212, for a project to be located at 7940 West Drive, subject to other applicable and building requirements.

Section 3. Decision; Conditions. Pursuant to Section 7.3 of the ULDC, a Variance from the minimum parking requirement to permit the provision of 135 parking spaces to serve the needs of the residents, where 212 are required, for a project to be located at 7938-7940 West Drive is hereby [approved/approved with conditions/denied], [subject to the following conditions]:

1. All parking spaces shall comply with the dimensional standards of Sec. 9.3.E. subsections 4 and 6-8 of the ULDC.

2. The property to which the variance applies shall be in strict conformance with plans on file for the accompanying site plan approval application for the Project.

3. 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.

4. Pursuant to Section 7.5, after the Village Commission has granted a variance, the variance so approved or granted 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 variance was granted.

Section 4. Violation of Conditions; Limitation of Approval. Noncompliance with the terms and conditions of this approval shall be considered a violation, and penalties may include but are not limited to revocation of the approval granted by this resolution. 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. 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 Andrew Rotondaro	___
Commissioner Rachel Streitfeld	___

PASSED AND ADOPTED on this ___ day of_____, 2023.

_____
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 Number: 23-3209-001-0400 and 23-3209-001-0420

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.

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - SEPT. 28, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

09/18/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
18 day of SEPTEMBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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 SECOND REGULAR MEETING ON SEPTEMBER 28, 2023 AT APPROXIMATELY 6:30 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:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC , TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF REGULARLY APPLICABLE PARKING REQUIREMENTS; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

9/28/2023

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER DENSITY RIGHTS FOR 16 DWELLING UNITS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; 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; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) BY COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $10,000,000 OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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 IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 844 4526 6697
PASSCODE: 211503

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) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). 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 .

2/3

9/28/2023

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE 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. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
9/18

23-59/0000684419M

3/3

ITEM NO. 13.K

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: September 28, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A Resolution Considering a Request by 7940 NBV Partners, LLC, for a Variance to Reduce the Minimum Aisle Width for a Project at 7938-7940 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 / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC CONCERNING PROPERTY LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommended Action: At their meeting of September 14, 2023, the Planning and Zoning Board voted 4-0 to recommend approval of the request for a reduction of the required minimum aisle width according to Section 9.3.E. of the ULDC.

BACKGROUND AND ANALYSIS

The Staff report is attached, including its own attachments 1-4.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

n/a

PERSONNEL IMPACT

n/a

ATTACHMENTS

7940 W Drive_Variance Min Aisle Width_Staff Report_VC_092823.pdf
Attachment 1_Boundary Survey.pdf
Attachment 2_Letter of Intent and Application Form.pdf
Attachment 3_7940 NBV Maneuverability_memo.pdf
Attachment_4_Reso_Aisle_Width_7940_West_Drive_VC (092823).docx
DBR Meeting Notice 09.28.23.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: **September 28, 2023**

To: **Mayor and Commission of North Bay Village**

From: **Silvia E. Vargas, FAICP, Village Planner via Village Manager Ralph Rosado**

Subject: **STAFF REPORT – Review of Request for Variance from minimum required parking aisle width for development project to be located at 7940 West Drive**

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1. General Information

Owner/Applicant:	7940 NBV Partners, LLC
Applicant Address:	4531 Prairie Avenue, Miami Beach, FL
Site Address:	7940 West Drive
Site Acreage	0.77 acres
Folio Numbers	23-3209-001-0400 and 23-3209-001-0420
Contact Person:	Graham Penn Bercow Radell Fernandez Larkin + Tapanes
Phone Number:	305.377.6229
E-mail Address	gpenn@brzoninglaw.com

2. Legal Description of Subject 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. (Refer to Boundary Survey, included as Attachment 1).

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 Map Classifications and Zoning District

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)
	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

5. Background

On June 12, 2023, applications were submitted by applicant 7940 NBV Partners LLC (the Applicant) to North Bay Village to initiate the review process of a proposed 70-unit multifamily residential condominium to be located at 7938-40 West Drive (7940 West Drive Project). In addition to this application for a Variance under the provisions of Sec. 7.13, the Applicant is requesting Site Plan approval under Sec. 5.8 of the ULDC; a height bonus to increase the building height from 150 to 204 feet pursuant to Sec. 8.12.B.1; the transfer of density rights (TDRs) from Village-owned property, along with additional height up to 312 feet, pursuant to Sec. 8.13.B; and second variance to the parking requirement to allow the provision of 74 spaces less than the current minimum requirement, also under Sec. 7.3.

6. Description of Applicant's Request

The Applicant requests approval from the Village Commission for a variance in accordance with the provisions of Sec. 7.3 of the ULDC, to reduce the minimum parking aisle width requirements provided in Sec. 9.3.E. of the ULDC, to permit a parking aisle width of 22 feet where 23 feet would be required. The Applicant states that the reduced aisle width facilitates the goal of narrowing the parking pedestal. See letter of intent and application form included as Attachment 2.

Sec. 7.3 establishes the process for an applicant to seek approval for a hardship-based variance. Currently, there is no other procedure available to property owners of multifamily residential properties not located within the Transect Zone to be granted approval to deviate from the requirements of the ULDC. While on December 8, 2021, the Village adopted Ordinance 2021-019

providing for an administrative adjustment process, this process applies only to single-family residential properties.

The applicant is pursuing approval of multiple items, including a Site Plan, a bonus height, a transfer of density rights and related additional height, a use exception, and another variance. Because the viability of the parking garage, as proposed, is contingent on the approval of the variance, this request, along with the additional variance to reduce the number of parking spaces, must be reviewed and approved by the Village Commission before the Site Plan can be approved.

8. Consistency with Comprehensive Plan

This Application is generally consistent with the following objective in the Future Land Use Element of the NBV100 Comprehensive Plan:

[. . .]

Objective 2.4: In accordance with the vision of the NBV100 Master Plan, the Village shall encourage innovative development and redevelopment in the Commercial Future Land Use District, while adjusting regulatory metrics in favor of good street frontages, an inviting public realm, better connections to the water (where applicable), a wider range of building types, a more varied skyline and better architecture, consistent with the goals of the NBV100 Master Plan and this comprehensive plan.

[. . .]

In its review of this request, Staff has complied with the following policy of the Transportation Element of the Comprehensive Plan:

[. . .]

Policy 3.2.7: Review site plan applications for the provision of safe and convenient on-site traffic flow, considering motorized and non-motorized vehicle parking.

[. . .]

9. Compliance with the ULDC and Compatibility with Adjacent Uses

The variance is being requested in accordance with the provisions of Sec. 7.3 of the ULDC. The proposed deviation is from the requirements of Sec. 9.3.E., which establishes minimum standards for the all aspects of the design of parking; in this specific instance, the minimum required width of a two-way parking access aisle serving 90-degree parking. A change of one (1) foot in the width of the aisle may not be apparent to the eye and will not be visible from outside of the parking garage nor will impact compatibility with adjacent uses. Subsection 9.3.E.17. requires a 23-foot-width for a two-way aisle that provides access to 90-degree parking. The Applicant states that the layout of the parking garage with the reduced aisle width provides adequate radii to allow for safe maneuvering within the garage. Maneuverability plots for the different levels of the parking garage have been provided (refer to Attachment 3).

Staff also acknowledge that minimum width requirement varies by jurisdiction, with some having 22-foot rather than a 23-foot requirement for the same parking condition.

It must be noted that, in addition to a second variance requesting a reduced number of parking spaces, the Applicant is seeking approval of a Use Exception request to provide up to twenty percent (20%) of the total parking spaces for the project to be designed as compact spaces. Should this Use Exception be granted, valet parking service must be provided for the project in perpetuity. According to the Letter of Intent provided by the Applicant, valet service is proposed as part of the development and will be available at all times. Valet service could help reduce the risk of multiple individual drivers maneuvering within the garage.

Compliance with Variance Criteria

Pursuant to Sec. 7.3.C., in order for the Planning and Zoning Board to recommend approval of a hardship variance, and for the Village Commission to grant approval, of a variance request, both must make an affirmative finding with respect to all seven (7) of the following criteria:

1. That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district.

Staff Analysis: The property is of a regular shape, encompasses 0.77 acres of land, and is of similar depth, and larger frontage, than many properties in the adjacent area. All the properties within this zoning district are required to meet the same setbacks and the same parking design standard, unless otherwise specified in the ULDC.

Staff Determination: There are no special circumstances or conditions that apply to this property or to the structures involved which do not apply to the others in the RM-70 zoning district. Criterion not met.

2. That the special circumstances and conditions were not self-created by any person having an interest in the property.

Staff Analysis: The property for which the variance is being requested is currently vacant. The variance request is to allow a deviation from the standards of the ULDC in a new project. The Applicant has stated that motivation for the request is to slim down the parking pedestal. While a desirable condition, this is nevertheless a design choice and therefore a self-created condition.

Staff Determination: Staff's analysis, as described under criterion No. 1, concluded that no special circumstances or conditions exist peculiar to the land or structures involved. Criterion not met.

3. *That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant.*

Staff Analysis: The strict application of the minimum aisle width requirement would not deprive the applicant of the reasonable use of the land, structure or building for which the variance is sought. The subject parcel is more than three-quarters of an acre and has a depth of 140 feet. There are multiple design variations that could accommodate the standard aisle width without depriving the applicant of reasonable use.

Staff Determination: Criterion not met.

4. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district.

Staff Analysis: The ability to request a variance is open to all. If proven to meet the criteria, the granting of the variance would not bestow a special privilege on the applicant that is denied to others (provided the criteria are all found to be met).

Staff Determination: Criterion met.

5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.

Staff Analysis: The reduction requested is one (1) foot and may be considered the minimum variance to make possible the reasonable use of the land, structure or building.

Staff Determination: Criterion met.

6. That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

Staff Analysis: The deviation will not be easily perceptible to the eye within the garage, nor visible from the street. The parking garage must be fully screened with ornamental screening or artwork.

Staff Determination: If granted, the variance would allow development that is not inharmonious or injurious to the neighborhood. Criterion met.

7. The variance request is not based exclusively upon a desire to reduce the cost of development.

Staff Analysis: While a smaller garage could carry a lower cost, the Applicant has stated that the main motivation is to reduce the footprint of the garage to lessen the visual impact of the pedestal's massing, while retaining sufficient access to the parking spaces

Staff Determination: Criterion met.

Recommendation

The variance request, as presented, does not comply with all the criteria of Sec. 7.3, as required. Staff acknowledges that, given the scope of the request (1 foot deviation), this might have been suited to an administrative adjustment review, and may have been approvable under such a process. However, that option was not available to the Applicant. [Staff suggests that the scope

of the administrative adjustment process be expanded, or the waiver process available in the Form-Based Code be made available to properties outside the T6 transect zone.]

If approval of the variance is recommended by the Planning and Zoning Board, Staff proposes the following conditions, incorporated in the draft Resolution (included as Attachment 4). Noncompliance with the terms and conditions of this approval will be considered a violation, and penalties may include but are not limited to revocation of the approval granted by this resolution.

Conditions

1. The reduction granted to the minimum width of the required aisle width for a parking garage shall be not exceed one (1) foot.

2. The property to which the variance applies shall be in strict conformance with plans on file for the accompanying site plan approval application for the Project.

3. 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.

4. Pursuant to Section 7.5, after the Village Commission has granted a variance, the variance so approved or granted 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 variance was granted.

List of Attachments to Staff Report

Attachment 1 – Boundary Survey
Attachment 2 – Letter of Intent and Application Form
Attachment 3 – 7940 Maneuverability Memo
Attachment 4 – Draft Resolution Aisle Width 7940 West Drive

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 Contractor Must Check And Verify all Dimensions Of The Job And Be Responsible For Same, Reporting Any Discrepancies to The Architects Before Commencing work. Drawings Not to be Scaled.
File: BIMcloud: RAI-SERVER2-25 - BIMcloud Basic for Archicad 25/2114_NORTH BAY VILLAGE/2114_7940 WEST DRIVE - NORTH BAY VILLAGE - MARCH 2023 - By mguedez - Date: 6/12/2023

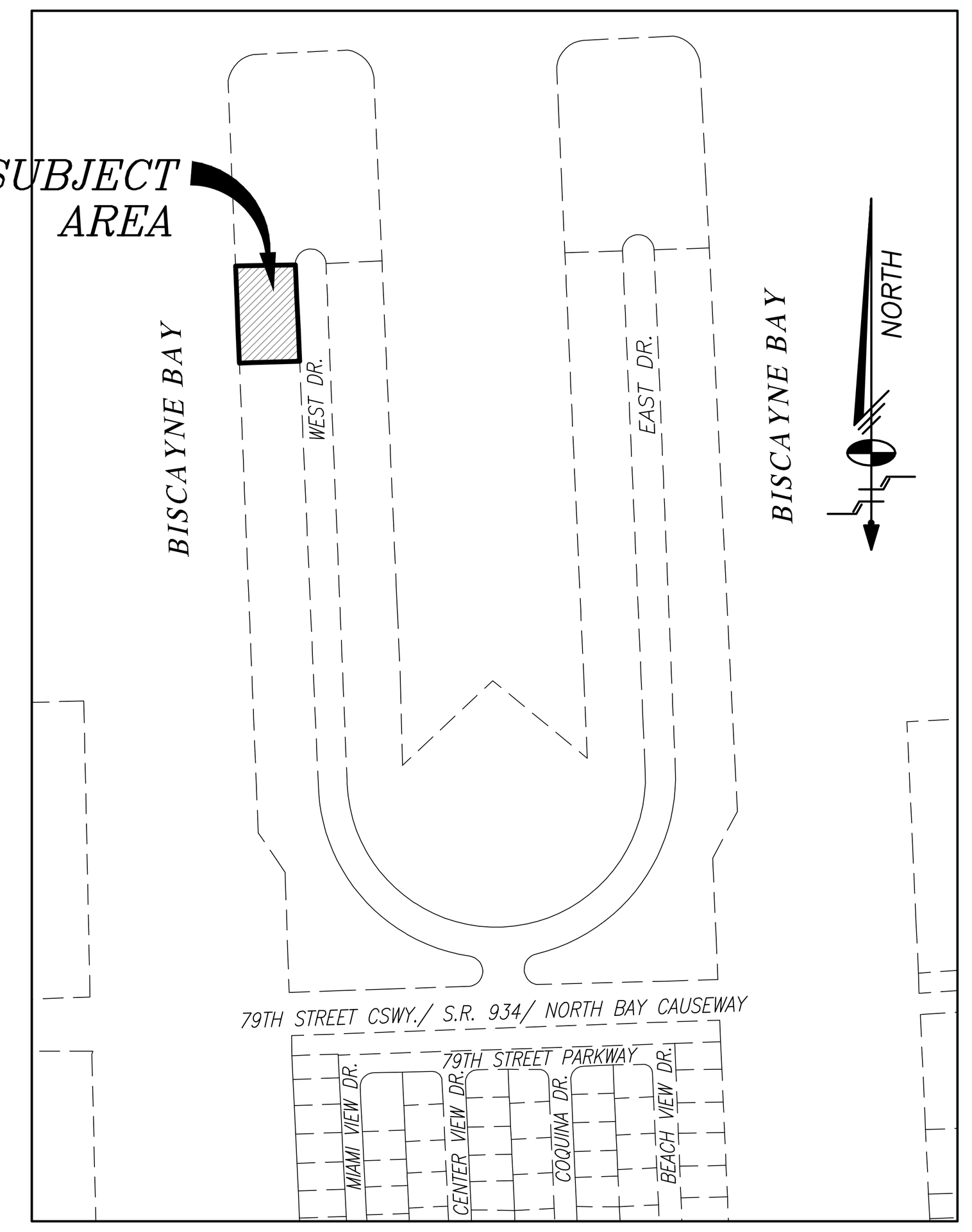
GENERAL LEGEND:

AERIAL TARGET
ALUMINUM LIGHT POST
ALUMINUM LIGHT POST (SINGLE)
ALUMINUM LIGHT POST (DOUBLE)
ALUMINUM LIGHT POST (TRIPLE)
ALUMINUM LIGHT POST (QUAD)
ANCHOR/GUY WIRE
BACKFLOW PREVENTER ASSEMBLY
CATV CABLE TELEVISION BOX
CATCH BASIN
CATCH BASIN F-3
CENTERLINE
CHECK VALVE ASSEMBLY
COLUMN (CIRCULAR)
COLUMN (SQUARE)
CONCRETE LIGHT POLE
CONCRETE LIGHT POLE (DOUBLE)
CPP CONCRETE POWER POLE
CONTROL POINT
CPB COMMUNICATION PULL BOX
IN CURB INLET
DOUBLE DETECTOR CHECK VALVE
DRAIN (CIRCULAR OR SQUARE)
EL ELECTRIC BOX (ABOVE GROUND)
EPB ELECTRIC PULL BOX (BELOW GROUND)
ELECTRIC HAND HOLE
EO ELECTRIC OUTLET
ELEVATIONS (SEE NOTES FOR DATUM)
FIRE HYDRANT
FIRE LINE SIAMESE CONNECTION
FIRE LINE CONNECTION
FLAGPOLE
FLOW LINE
FORCE MAIN MANHOLE
FORCE MAIN VALVE
F.P.L ELECTRIC MANHOLE
F.P.L. FIBER NETWORK
FPLP F.P.L. TRANSMISSION POLE
GAS MANHOLE
GAS METER
GAS PUMP
GV GAS VALVE
GREASE TRAP MANHOLE
GROUND LIGHTING
BO GUARD POST, BOLLARD
IRRIGATION HAND HOLE
IRRIGATION VALVE
MAILBOX
MONITOR WELL
MONUMENT LINE
P-5 INLET
P-6 INLET
PARKING METER
PEDESTRIAN CROSSING SIGNAL
PRM PERMANENT REFERENCE MONUMENT
POST INDICATOR VALVE
VACUUM BREAKER ASSEMBLY
PROPERTY LINE
ROUND CATCH BASING
CO SANITARY SEWER CLEANOUT
SANITARY SEWER MANHOLE
SIGN POST
SPRINKLER PUMP
STANDPIPE
STORM SEWER MANHOLE
SLB STREET LIGHT BOX
SWALE INLET
TELEPHONE BOX (SOUTHERN BELL)
TELEPHONE HAND HOLE
TELEPHONE MANHOLE (SO. BELL)
TELEPHONE PAYPHONE
TRAFFIC HAND HOLE
TRAFFIC UTILITY BOX
TCB TRAFFIC CONTROL POST
TRAFFIC SIGNAL POST
TSB TRAFFIC SIGNAL BOX
TREE & PALM
UNDERGROUND UTILITY MARKER
UNKNOWN UTILITY MANHOLE
UNKNOWN UTILITY HAND HOLE
WATER MANHOLE
WM WATER METER
WV WATER VALVE
WLP WOOD LIGHT POLE
WPP WOOD POWER POLE
WTP WOOD TELEPHONE POLE
HANDICAP PARKING
STROLLER PARKING

ABBREVIATIONS:

R denotes RADIUS
Δ denotes DELTA ANGLE
L denotes ARC DISTANCE
CH.D. denotes CHORD LENGTH or CHORD DISTANCE
CH.B. denotes CHORD BEARING
T denotes TANGENT DISTANCE
P.C.P. denotes PERMANENT CONTROL POINT
P.R.M. denotes PERMANENT REFERENCE MONUMENT
P.B. denotes PLAT BOOK
PG. denotes PAGE
P.O.C. denotes POINT OF COMMENCEMENT
P.O.B. denotes POINT OF BEGINNING
OHW denotes OVERHEAD UTILITY WIRES
O.R.B. denotes OFFICIAL RECORDS BOOK
P.C. denotes POINT OF CURVATURE
C.B.S. denotes CONCRETE BLOCK STRUCTURE
CONC. denotes CONCRETE
C.L.F. denotes CHAINLINK FENCE
M.F. denotes METAL FENCE
W.F. denotes WOOD FENCE
F.F.E. denotes FINISH FLOOR ELEVATION
F.I.P. denotes FOUND IRON PIPE
S.I.P. denotes SET IRON PIPE & LB-87 CAP
F.N.D. denotes FOUND NAIL & BRASS DISC
S.N.D. denotes SET LB-87 NAIL & BRASS DISC
C.I.P. denotes CORRUGATED IRON PIPE
CLR. denotes CLEAR
E.T.P. denotes ELECTRIC TRANSFORMER PAD
ENCR. denotes ENCROACHMENT
D.C. denotes DEPRESSED CURB
PL. denotes PLANTER
(C) denotes CALCULATE DISTANCE
I.E. denotes INVERT ELEVATION
T.O.P. denotes TOP OF PIPE
(D) denotes DEED DISTANCE
(L) denotes DISTANCE BY LEGAL DESCRIPTION
(M) denotes MEASURED DISTANCE
(R) denotes RECORD OR PLATTED DISTANCE

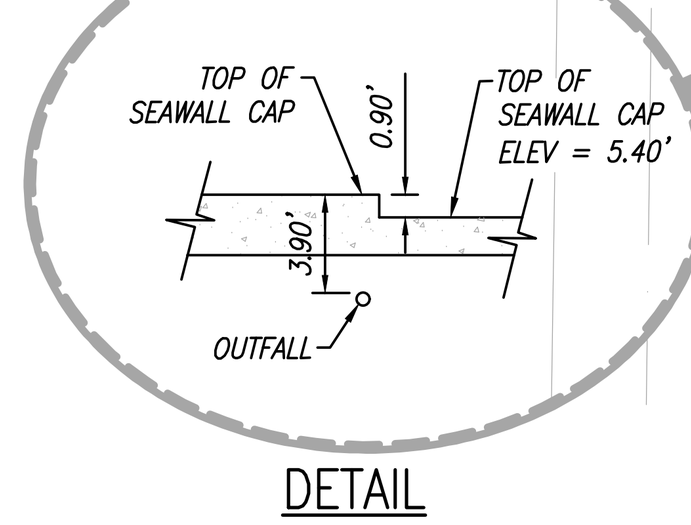
BOTTOM — APPROXIMATE BOTTOM OF SLOPE
COMM — COMMUNICATION
DRAIN — DRAINAGE
FPL — ELECTRIC
FM — FORCE MAIN
IRRIG — IRRIGATION
GAS — NATURAL GAS
OHW — OVERHEAD WIRES
SM — SANITARY SEWER
TOP — APPROXIMATE TOP OF BANK
VEG — VEGETATION LINE
WM — WATER
/// — LIMITED ACCESS RIGHT OF WAY LINE



LOCATION SKETCH

Scale: 1"=400'

A PORTION OF SECTION **09-53S-42E**, MIAMI-DADE COUNTY, FLORIDA.



DETAIL

Scale: 1"=10'

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.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N00°01'22"E ALONG THE CENTERLINE OF WEST DRIVE.
2. LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
3. AREA OF THE PROPERTY DESCRIBED HEREON IS: 33,602± SQ. FT. (0.771± ACRES).
4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
5. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
6. THE PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 8), PER FLOOD INSURANCE RATE MAP NO. 12086C0306L, COMMUNITY NO. 120654, PANEL NO. 0306, SUFFIX L, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A) MAP DATED SEPTEMBER 11, 2009.
7. VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, TOGETHER WITH UNDERGROUND STORM AND SANITARY GRAVITY MAINS, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND PRESSURE MAIN, CABLES OR CONDUITS.
8. THE DISTANCES SHOWN ALONG THE BOUNDARY OF THE SUBJECT PROPERTY ARE RECORD AND/OR MEASURED UNLESS OTHERWISE STATED.
9. SHOWN HEREON ARE PLOTTABLE EASEMENTS AND RIGHTS OF WAY REFLECTED AS EXCEPTION IN **SCHEDULE B OF OWNER'S POLICY NO. OF6-8898628 ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH A DATE OF POLICY JUNE 4, 2021 AT 12:58 P.M.**
10. THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) AND ARE EXPRESSED IN FEET.
11. BENCHMARKS:
    a. MIAMI-DADE BENCHMARK P-313, LOCATED @ N TREASURE DRIVE --- 50' NORTH OF NORTH CURB --- HISPANOLA AVE --- 3' EAST OF EAST CURB OF SOUTHBOND LANE, US C & G BRASS DISC IN TOP OF NW CORNER OF SEWER PUMPING STATION, ELEVATION =5.27' N.G.V.D 29.
    b. MIAMI-DADE BENCHMARK A-26, LOCATED @ 79 ST CSWY --- 43' NORTH OF C/L--- PELICAN HARBOR DR --- 210' EAST OF C/L, PK NAIL AND ALUMINUM WASHER IN CONC CATCH BASIN, ELEVATION =6.19' N.G.V.D 29.
12. THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED RM-70 (MULTI FAMILY RESIDENTIAL) (CITY OF NORTH BAY VILLAGE ZONING MAP-UPDATED NOVEMBER 29, 2017)
13. NO BUILDINGS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
14. SUBJECT PROPERTY IS MIAMI-DADE PROPERTY APPRAISER NUMBERS:
    FOLIO: 23-3209-001-0420 - 7940 WEST DR
    FOLIO: 23-3209-001-0400 - 7938 WEST DR

CERTIFIED TO:

-7940 NBV PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
-OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
-BANK OF OZK
-ESCOBAR & DECARLO, L.L.C.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THIS **BOUNDARY** SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
THE FIELDWORK WAS COMPLETED ON FEBRUARY 21, 2023

Schwebke-Shiskin & Associates, Inc.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

BY: *Mark Steven Johnson* DATE OF PLAT OR MAP:

MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA.

MARK STEVEN JOHNSON LICENSE No. 4775 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

This Survey has been electronically signed and sealed by Mark Steven Johnson, PSM on the date noted hereon. All signatures must be verified on electronic copies. Printed copies are not considered signed and sealed, unless they include an additional raised embossed seal of the surveyor.

Mark S Johnson

NOTES REGARDING SCHEDULE B OF OWNER'S POLICY NO. OF6-8898628 ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH A DATE OF POLICY JUNE 4, 2021 AT 12:58 P.M.

8. RESTRICTIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS CONTAINED ON THE PLAT OF HARBOR ISLAND, AS RECORDED IN PLAT BOOK 44, PAGE 72, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **(AFFECTS PARCEL-SHOWN HEREON)**
9. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA RECORDED JULY 27, 1926, UNDER DEED BOOK 983, PAGE 1, PUBLIC RECORDS OF MIAMI-DADE, FLORIDA; HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATION HAS BEEN RELEASED PURSUANT TO SEC. 270.11, F.S. **(RESERVES MINERAL RIGHTS ACROSS THE PARCELS, AS A WHOLE (BLANKET), IS NOT SUFFICIENTLY LEGIBLE TO DETERMINE IF SUBJECT PROPERTY IS INCLUDED)**
10. COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED FEBRUARY 21, 1946, IN DEED BOOK 2636, PAGE 403 **(AFFECTS PARCEL-BLANKET IN NATURE- PLOTTABLE RESTRICTIONS SHOWN HEREON)** AND O.R. BOOK 3827, PAGE 134 **(AFFECTS PARCEL-NOT PLOTTABLE-BLANKET IN NATURE)**, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WHICH CREATES EASEMENTS, CONDITIONS AND USE LIMITATIONS.
11. EASEMENT IN FAVOR BISCAYNE SEA CLUB AND BAY-FOUR, INC. FOR EXCLUSIVE PARKING PURPOSES RECORDED IN O.R. BOOK 2999, PAGE 490 **(DOES NOT AFFECT)** , AND IN O.R. BOOK 2999, PAGE 493 **(DOES NOT AFFECT)** PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
12. UNITY OF TITLE RECORDED IN O.R. BOOK 30474, PAGE 4928, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
    (AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)
13. RIPARIAN AND LITTORAL RIGHTS ARE NOT INSURED.
14. RIGHTS OF THE UNITED STATE OF AMERICA AND/OR THE STATE OF FLORIDA TO ANY PORTION OF SAID LAND WHICH HAS BEEN CREATED BY ARTIFICIAL MEANS, AND LANDS ACCRETED THERETO.
15. THE RIGHT OF THE UNITED STATES GOVERNMENT, IN THE INTEREST OF NAVIGATION AND COMMERCE, TO REGULATE ANY PORTION OF THE LAND THAT WAS FORMERLY SUBMERGED BY NAVIGABLE WATERS.
16. ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED, AND ARTIFICIALLY EXPOSED LANDS AND LANDS ACCRETED TO SUCH LANDS.
17. ENCROACHMENTS, ENCUMBRANCES, VIOLATIONS, VARIATIONS, OR ADVERSE CIRCUMSTANCES, IF ANY, ACTUALLY SHOWN ON THE SURVEY PREPARED BY ALVAREZ, AIGUESVIVES AND ASSOCIATES, INC., DATED APRIL 14, 2021, BEARING JOB #21-25426: (A) 6' WIRE FENCE ENCROACHMENT INTO ANCHOR EASEMENT RECORDED DEED BOOK 2636, PAGE 403, IN THE EAST SIDE OF THE SUBJECT PROPERTY. **(AFFECTS PARCEL-SHOWN HEREON)**
18. MORTGAGE TO BANK OZK, MORTGAGEE(S), RECORDED IN O.R. BOOK 32546, PAGE 807, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **NOT A SURVEY MATTER**
19. ASSIGNMENT OF LEASES AND RENTS FILED JUNE 4, 2021, IN O.R. BOOK 32546, PAGE 1835, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**
20. UCC FINANCING STATEMENT BETWEEN 7940 NBV PARTNERS, LLC AND BANK OZK AS RECORDED IN O.R. BOOK 32546, PAGE 1845, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. **(AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)**

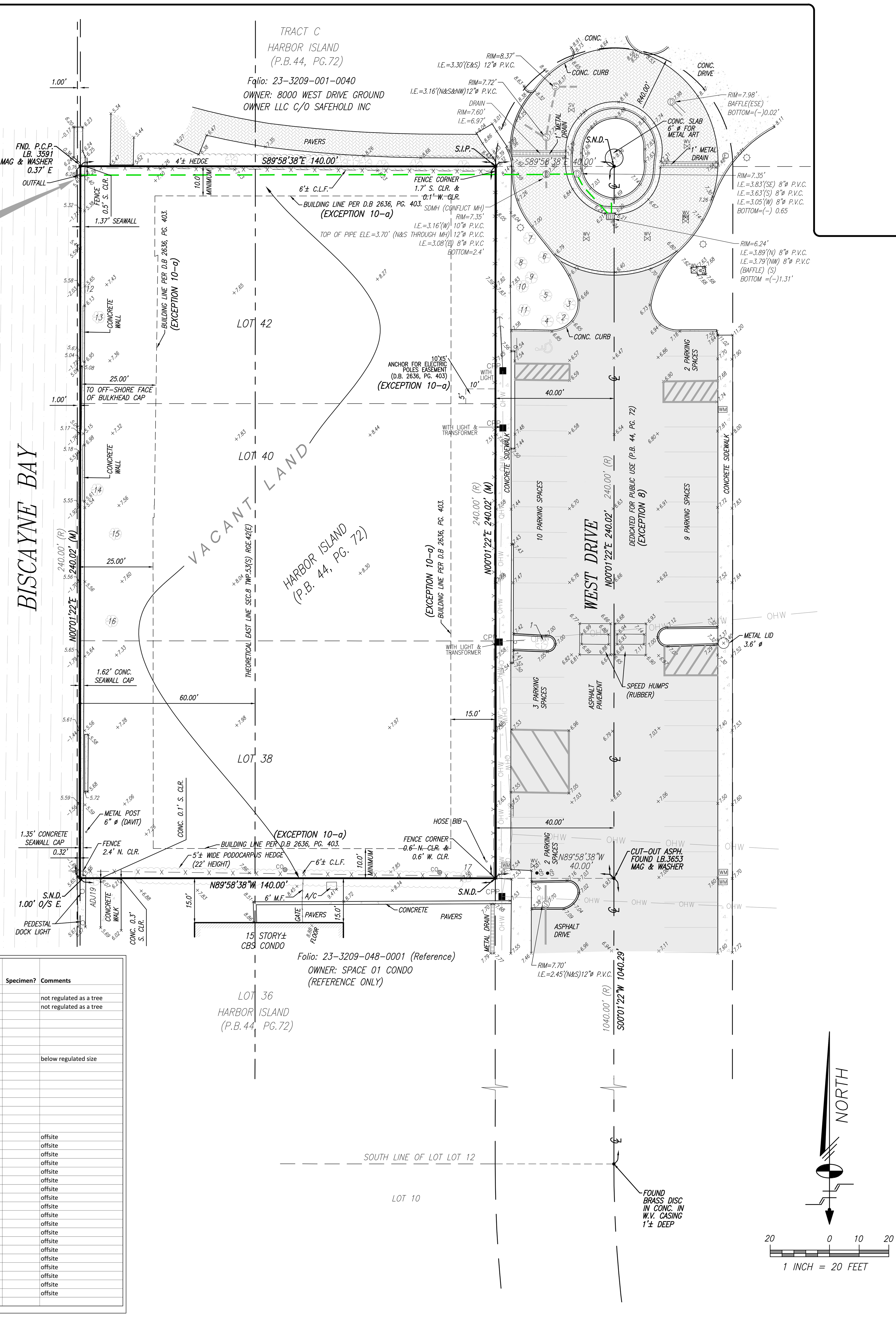
T:\kathy\notes\harbor island sec 09-53-42

TREE TABLE

Tree #	Common Name	Scientific Name	DBH (inches)	Condition	Number of stems	Height (feet)	Canopy Spread (feet)	Canopy (square feet)	Prohibited?	Specimen?	Comments
1	sabal palm	*sabal palmetto*	11	Fair	1	22	16	201			
2	white bird of paradise	*Strelitzia nicolai*	4	Fair	1	15	16				not regulated as a tree
3	white bird of paradise	*Strelitzia nicolai*	4	Fair	1	18	10				not regulated as a tree
4	coconut palm	*Cocos nucifera*	7	Good	1	42	10	79			
5	Sylvester palm	*Phoenix sylvestris*	14	Good	1	42	18	254			
6	coconut palm	*Cocos nucifera*	7	Good	1	35	18	254			
7	coconut palm	*Cocos nucifera*	6	Good	1	30	18	254			
8	coconut palm	*Cocos nucifera*	9	Good	1	45	18	254			
9	Europeon fan palm	*Chamaerops humilis*	6	Fair	1	7	18	254			below regulated size
10	coconut palm	*Cocos nucifera*	7	Good	1	32	5	20			
11	coconut palm	*Cocos nucifera*	10	Good	1	45	18	254			
12	gumbo limbo	*Bursera simaruba*	6	Good	1	18	18	254			
13	coconut palm	*Cocos nucifera*	9	Good	1	36	12	113			
14	coconut palm	*Cocos nucifera*	7	Fair	1	20	18	254			
15	Mango	*Mangifera indica*	15	Good	1	25	18	254			
16	coconut palm	*Cocos nucifera*	6	Good	1	20	20	314			
17	dead tree	*unknown species*	8	Poor	1	10	0	0			
ADJ1	Chinese privet	*Ligustrum japonicum*	10	Good	4	18	18	254			offsite
ADJ2	coconut palm	*Cocos nucifera*	9	Good	1	35	18	254			offsite
ADJ3	Verawood	*Bulnesia arboria*	5	Good	1	18	16	201			offsite
ADJ4	coconut palm	*Cocos nucifera*	12	Good	1	55	18	254			offsite
ADJ5	Verawood	*Bulnesia arboria*	5	Good	1	18	16	201			offsite
ADJ6	Verawood	*Bulnesia arboria*	9	Good	1	20	18	254			offsite
ADJ7	coconut palm	*Cocos nucifera*	8	Good	1	40	18	254			offsite
ADJ8	Verawood	*Bulnesia arboria*	6	Good	1	16	16	201			offsite
ADJ9	coconut palm	*Cocos nucifera*	11	Good	1	55	18	254			offsite
ADJ10	Verawood	*Bulnesia arboria*	4	Good	1	12	10	79			offsite
ADJ11	coconut palm	*Cocos nucifera*	10	Good	1	42	18	254			offsite
ADJ12	Verawood	*Bulnesia arboria*	4	Fair	1	15	12	113			offsite
ADJ13	Verawood	*Bulnesia arboria*	5	Fair	1	16	12	113			offsite
ADJ14	Verawood	*Bulnesia arboria*	7	Good	1	18	16	201			offsite
ADJ15	Verawood	*Bulnesia arboria*	5	Fair	1	16	15	177			offsite
ADJ16	Verawood	*Bulnesia arboria*	3	Poor	1	12	9	64			offsite
ADJ17	royal poinciana	*Delonix regia*	9	Fair	4	18	18	254			offsite
ADJ18	royal poinciana	*Delonix regia*	10	Fair	1	20	18	254			offsite
ADJ19	Seagrape	*Coccoloba uvifera*	16	Good	1	28	26	531			offsite

Tree numbers preceeded by "ADJ" indicate offsite trees on neighboring/adjacent properties, measurements are approximated

NOTE:
THE TREE INFORMATION SHOWN HEREON PER "TREE TABLE" AS SHOWN ON CERTIFIED ARBORIST ASSESSMENT PREPARED BY NEW LEAF ENVIRONMENTAL, LLC., BY Michael McCoy, CERTIFIED ARBORIST MA 4243A, TRAQ QUALIFIED, LIAF CERTIFIED LANDSCAPE INSPECTOR, DATED JANUARY 23, 2023.



ELEVATIONS SHOWN HEREON RELATE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.29) AND ARE EXPRESSED IN FEET.

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS • ENGINEERS • LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: (954) 435-7010 FAX: (954) 438-3288

CERTIFICATE OF AUTHORIZATION No. LB-87

Drawn By: AH/GR	Survey Date: 02-21-23	Checked By: M.S.J. Date:
Order No. 216020	F.B. No.: 2248 Pg.28	Scale: AS SHOWN
File No. AJ-6243		Sheet 1 of 1 Sheet(s)

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

This is a "Boundary Survey."

ALTA/NSPS LAND TITLE SURVEY

Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida.

REVISIONS

Date:	Order No.	Field Book	Remarks:	By:

K:\095342\LOTS 38-42 HARBOR ISLAND\SURVEY\DWG\LOTS 38,40,42 HARBOR ISLAND.DWG

FILE NO. AJ-6243

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

7940 WEST DRIVE
NORHT BAY VILLAGE
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

Owner Information

7940 NBV PARTNERS, LLC
4531PRAIRIE AVE
MIAMI BEACH, FL 33140

Consultant

Luis O. Revuelta
AR-0007972

SCHEMATIC DESIGN

Date: 6/12/2023
Scale: AS SHOWN
Project No.: 2114
Sheet Name: SURVEY
Sheet No.: A-002

SURVEY

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

July 18, 2023

Silvia E. Vargas, FAICP, LEED AP
Village Planner
City of North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

RE: Updated Letter of Intent for Site Plan, Transfer of Development Rights, and Related Variance Requests for the Property Located at 7938-40 West Drive, North Bay Village, Florida (Folio numbers 23-3209-001-0400 and 23-3209-001-0420).

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 application for a site plan approval, transfer of development rights ("TDR") approval, and related variance requests to allow for a low impact and high quality 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.

Land Use. According to the City of North Bay Village Future Land Use Map, the Property is designated "High Density Multi-Family Residential." The "High Density Multi-Family Residential" land use designation permits up to 70 dwelling units per acre before permitted transfers of development rights (discussed below).

Zoning. The property is zoned "RM-70" according to the North Bay Village Zoning Map. The RM-70 zoning district permits multi-family residential dwellings; management offices within structures containing eight (8) or more dwelling units or guest rooms; and office retail and service commercial facilities of an ancillary nature

within structures containing at least 100 dwelling units or guest rooms, subject to certain conditions.

Proposed Development. The Applicant intends to develop the Property with the beautiful and resilient "7940 West Drive" multi-family residential development. The plan has been designed to be consistent with the Comprehensive Plan and the RM-70 zoning designation. The proposed development contemplates up to 70 residential units, with up to 53 three-bedroom units and 17 two-bedroom units. All units within the building are large, family-oriented, spaces, designed to attract long-term residents who desire to raise their families in the Village.

Residents will enjoy access to generous amenities on decks located on top of the parking pedestal and on the rooftop. The building has been oriented so that the vehicular drop off area is located on the western portion of the lot, leaving the front of the property as a beautiful green space that will buffer the public sidewalk.

Island Walk. The Applicant has proposed to develop the public "Island Walk" on the rear of the Property and link the pedestrian to both our neighbors to the north and south. Public access from West Avenue will be provided on both the north and south sides of the Property. Consistent with the Village's requirements, the Island Walk will be open to the public will be from both the north and south sides of the site. The walk and proposed street furniture have been designed to be compatible with the Village's standards.

Parking. The Applicant is proposing both valet and self-parking as part of the development. The valet service will be available at all times. The proposed parking on the site will be completely enclosed within the building pedestal, which has been designed to shield the view of parking from the public using an attractive screening system.

The Village has recognized during the recent workshop process regarding Harbor Island zoning changes that the current ULDC regulations devote far too much space to parking – especially in new buildings with larger units. This wasted space is cause by excessively high parking requirements. The Village will be reviewing ULDC changes that, if adopted as currently drafted, would reduce the required parking in the RM-70 zone. While the Applicant looks forward to the pending "right sizing" of the Village's parking requirements, the submitted plan has been designed with the future in mind.

Transfer of Density Rights. As you know, the Village Commission adopted amendments to the ULDC to modify the Village's Transfer of Development Rights ("TDR" program in late 2022. The application of TDR units in the RM-70 zone allow an overall density bonus

of up to 30% -- 91 units to the acre. Furthermore, the application of TDRs will allow the Commission to approve a height bonus of 30% above the maximum (up to 312 feet, assuming the full application of the height bonus available in the RM-70 district).

The Applicant is proposing to use sixteen (16) TDR units as part of the development and requests that the Village review of the application include a Commission approval of the assignment of the units.

Green Building. All development using TDRs must obtain twenty-four (24) "green building and design points" under the "Green building development options and points" in Section 8.21 of the ULDC as opposed to the Code's typical requirement of eighteen (18) points for multi-family development. As shown on the submitted scoring analysis prepared by Energy Costs Solutions Group, the proposed development will exceed the point requirement.

Variance Requests. The Applicant has requested the following variances: (1) a variance to provide 135 spaces where 212 would be required; and (2) a variance to allow the parking garage to include internal drives at 22 feet wide where 23 feet would be required.

Numerical Variance. It has been well recognized that the Village's current parking requirements in the RM-70 zone, which require at least two parking spaces for units that are larger than efficiencies and three parking spaces for units larger than two-bedroom units with dens, can result in excessively tall and bulky parking pedestals enclosing parking areas that often remain underutilized at all times of the year.

The Applicant believes that the building's parking, which retains an average of just under two spaces per unit, will more than accommodate the needs of the building's residents. Moreover, it has allowed the Applicant to reduce the height and slim down the bulk of the parking pedestal – as shown on the submitted plans. Providing excessive parking on the Property would be directly in opposition to the Village's green building standards, which encourage the efficient use of land.

Width of Internal Drive. The goal of slimming down the parking pedestal while retaining sufficient access to the parking spaces is also met through the proposed reduction of parking garage internal drives to 22 feet from the required 23 feet. The proposed plans provide sufficient radii to allow for safe travel in the garage.

Compact Spaces. The Applicant is proposing to provide twenty (20) percent of the building's parking as "compact." As required by the ULDC, the provided compact spaces

be clearly marked "for compact cars only" and collectively located in a defined area. Those seeking approval for the use of compact parking spaces must provide valet parking services in perpetuity. As noted above, the Applicant is proposing to offer valet service for the building, mixed with available self-parking.

Satisfaction of Required Criteria. The Applicant's requests satisfy all required criteria as follows:

(1) That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district;

There are special circumstances and conditions which are peculiar to the Property, including the need to accommodate a modern family-oriented development on the site.

(2) That the special circumstances and conditions were not self-created by any person having an interest in the property;

The issues with the Village's parking standards were not created by the Applicant.

(3) That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant;

The strict application of the regulations would deprive the Applicant of the reasonable use of the land and would result in an unnecessary hardship. Requiring the provision of excess parking and drive aisle width would require such significant plan revisions that the use of the building would be unreasonably limited in a manner not consistent with the goals of the Village's ULDC

(4) That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district;

Granting the requested variances will not confer any special privilege on the Applicant, which has been unduly impacted by the Village's parking standards in a manner that, given the size and orientation of the Property, would make development untenable.

(5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building;

The requested variances are the minimum necessary to allow for the Property to be a viable site for future development while still satisfying the intent of the Comprehensive Plan and allowing for consistency and harmony in the character of the surrounding neighborhood. The Applicant is not asking for variances for any other regulations required under the UDLC.

(6) That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and

The granting of the requested variances will allow future development on the Property to be in harmony with the intent and purpose of the Comprehensive Plan as it will fulfill the intent of the RM-70 zoning designation rather than remain as an underutilized lot.

(7) The variance request is not based exclusively upon a desire to reduce the cost of development.

The granting of the requested variances are not based exclusively upon desire to reduce development costs, but rather is based on the desire to make the Property viable for a high quality development consistent with the intent of the Comprehensive Plan and the ULDC. Granting of the requested variances will support a development that will be the highest and best use of the Property.

Conclusion. We are excited to bring this beautiful low impact development to this part of the Village. The 7940 West Drive plan has been designed as a resilient project that benefits the public through enhanced green space along the public right of way and superior access to the Island Walk. 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

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 VARIANCE REQUEST, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

This application form is to be used to petition for a variance from the regulations pursuant to Section 7.3. of the North Bay Village Unified Land Development Code. **This application may only be applied for by the owner of the property, which shall mean the person who owns and currently resides, or owns and intends to reside, at the subject premises, 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. Variances 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 or 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.

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Property Owner Name: 7940 NBV PARTNERS LLC
2. Contact Phone: 912-398-1775 Email Address: peter@fortisdesign.build
3. Mailing Address: 4531 PRAIRIE AVENUE, 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, "HARBOR 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. Lot Size (square feet): 33,602

11. Future Land Use and Zoning Designations: High Density Multi-Family Residential and RM-70

12. Section(s) of the North Bay Village ULDC form which the Applicant Seeks Relief: ____

9.3.E. of the ULDC, to permit a parking aisle width of 22 feet where 23 feet would be required.

13. Variance(s) Requested: A variance to reduce the drive aisle width by 1'

14. Reasons for the Request (add pages if necessary): See attached letter.

OWNER AFFIDAVIT/INTENT TO RESIDE

I, _____ being first duly sworn, depose and say that I am the legal owner of record of the property described and which is the subject of the proposed Variance application and that I currently reside on or intend to reside on the subject premises.

I have made every attempt to relocate/redesign the proposed improvement to avoid the variance(s) herein requested. I acknowledge that Village Commission has the authority to approve, modify, or deny my application and that in granting approval of my application the Village Commission may prescribe any appropriate conditions and safeguards necessary to protect and further the interest of the area and abutting properties.

This affidavit is subject to penalties of law (Perjury) and to possible voiding of any decision.

_____
Signature

Sworn to and subscribed to before me this _____ day of_____, 20____.

_____
Notary

Public Commission expires: _____

CONSENT TO PUBLIC HEARINGS

All requests for variances 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 variance 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 variance 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 Chapter 7. 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 _____

Print Name MIKAEL HAMAOUI

(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 FLORIDA
COUNTY OF MIAMI - DADE

Sworn to and subscribed to before me this 17TH day of JULY, 2023,

by MIKAEL HAMAOUI, who is personally known to

me or who has produced _____ as identification.

Notary Public Signature _____

Commission
Number/Expiration _____

DEREK GRANQUIST
Commission # HH 376883
Expires 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: _____

Relationship to the project: (e.g., property owner, architect, developer, attorney)

OWNER

Full Name: MIKAEL HAMAOUI

Current Address: 4531 PRAIRIE AVENUE

City: MIAMI BEACH State: FL Zip: 33140

Telephone: 305-776-5345 Email: mikael@riveirahorizons.com

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 17TH DAY OF JULY, 2023

Notary Public, State of Florida at Large

My Commission expires _____, 20____.

DEREK GRANQUIST
Commission # HH 376883
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.

CHECK LIST FOR THE APPLICANT

Mandatory Submittals:

- ☐ Complete Variance 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 (refer to page 5 of this document), explaining the nature of the request, justification for the proposed variance, evidence that the request complies with Subsection 7.3.D. of the North Bay Village Unified Land Development Code, and other pertinent information. Insufficient justification may result in denial of the application. The applicant must justify each individual variance in the letter of intent.
- ☐ Certified Land Survey dated within two (2) years of the filing date of the administrative adjustment 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 the 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; and the variance being requested clearly shown, (i.e., required versus proposed structure).
- ☐ 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).

Optional Submittals:

- ☐ Signed consent letters from neighboring property owners.
- ☐ Different versions of the proposed variance based on alternative design options.

Applications are deemed incomplete until all mandatory submittals have been received by the Village Planning and Zoning Official.

EVIDENCE THAT THE REQUEST COMPLIES WITH SUBSECTION 7.3.D. OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE

In your Letter of Intent, or separately, address how the Variance Application complies with the following criteria.

For the Planning and Zoning Board to recommend approval, and for the Village Commission to grant approval, of a variance request, both must make an affirmative finding with respect to all seven (7) of the following criteria:

1. That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district.
2. That the special circumstances and conditions were not self-created by any person having an interest in the property.
3. That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant.
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district.
5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.
6. That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
7. The variance request is not based exclusively upon a desire to reduce the cost of development.

Office Use Only:

Date Submitted: _____ Total Paid: $_____

Date Paid: _____ Filing Fee: $_____

Cash or Check #_____ Cost Recovery Dep: $_____

Kimley»Horn

MEMORANDUM

To: Silvia E. Vargas, FAICP
City of North Bay Village

From: Cory D. Dorman, P.E., PTOE

Date: June 9, 2023

Subject: 7940 North Bay Village
Maneuverability Analysis

Kimley-Horn and Associates, Inc. has prepared a maneuverability analysis for the proposed 7940 North Bay Village development located at 7938-7940 West Drive in North Bay Village, Florida. The analysis was prepared for the ground level access to the parking garage, parking garage, loading areas, and refuse collection areas. The analysis was performed using Transoft's *AutoTurn 11* software design vehicle turning templates and vehicle turning templates consistent with American Association of State Highway and Transportation Officials' (AASHTO), *A Policy on Geometric Design of Highways and Streets*, 2004/2011/2018. The analysis was prepared using passenger car (P) design vehicles for ground level access, single-unit 30-foot (SU-30) design loading vehicles, a front-loaded refuse vehicle for trash collection on-site. The following summarizes the results of this analysis.

Parking Garage Access and Parking Garage

Access to the on-site drop-off/pick-up area and parking garage is provided via one (1) full access driveway located along the west side of West Drive. A P design vehicle will be able to maneuver into and through the ground floor and proposed on-site parking garage without conflicting with oncoming traffic, refer to Attachment A.

Loading Area and On-Site Refuse Access

Access to the 30-foot loading bays is provided via one (1) loading-only driveway along the west side of West Drive. SU-30 design vehicles and front-loaded refuse vehicles will be able to maneuver into and out of the on-site loading area, refer to Attachment B. Note that SU-30 and front-loaded refuse vehicles perform all maneuvers internal to the site within private property.

Conclusion

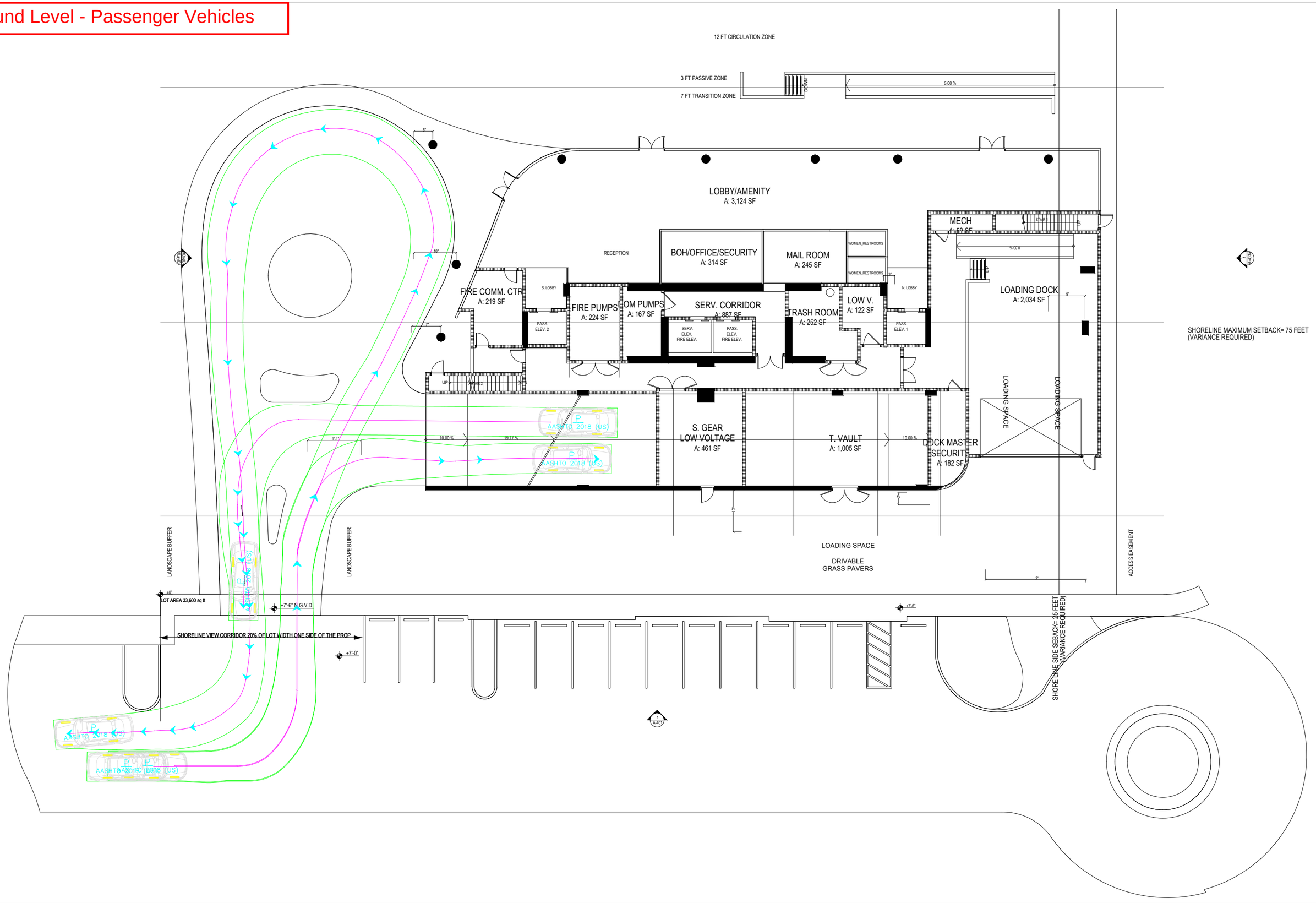
In conclusion, passenger vehicles, loading vehicles, and refuse vehicles will be able to ingress, egress, and travel through the site and loading areas.

K:\FTL_TPTO\143685000-7940 NBV\correspondence\memo\7940 NBV Maneuverability Analysis Memo.docx

Attachment A

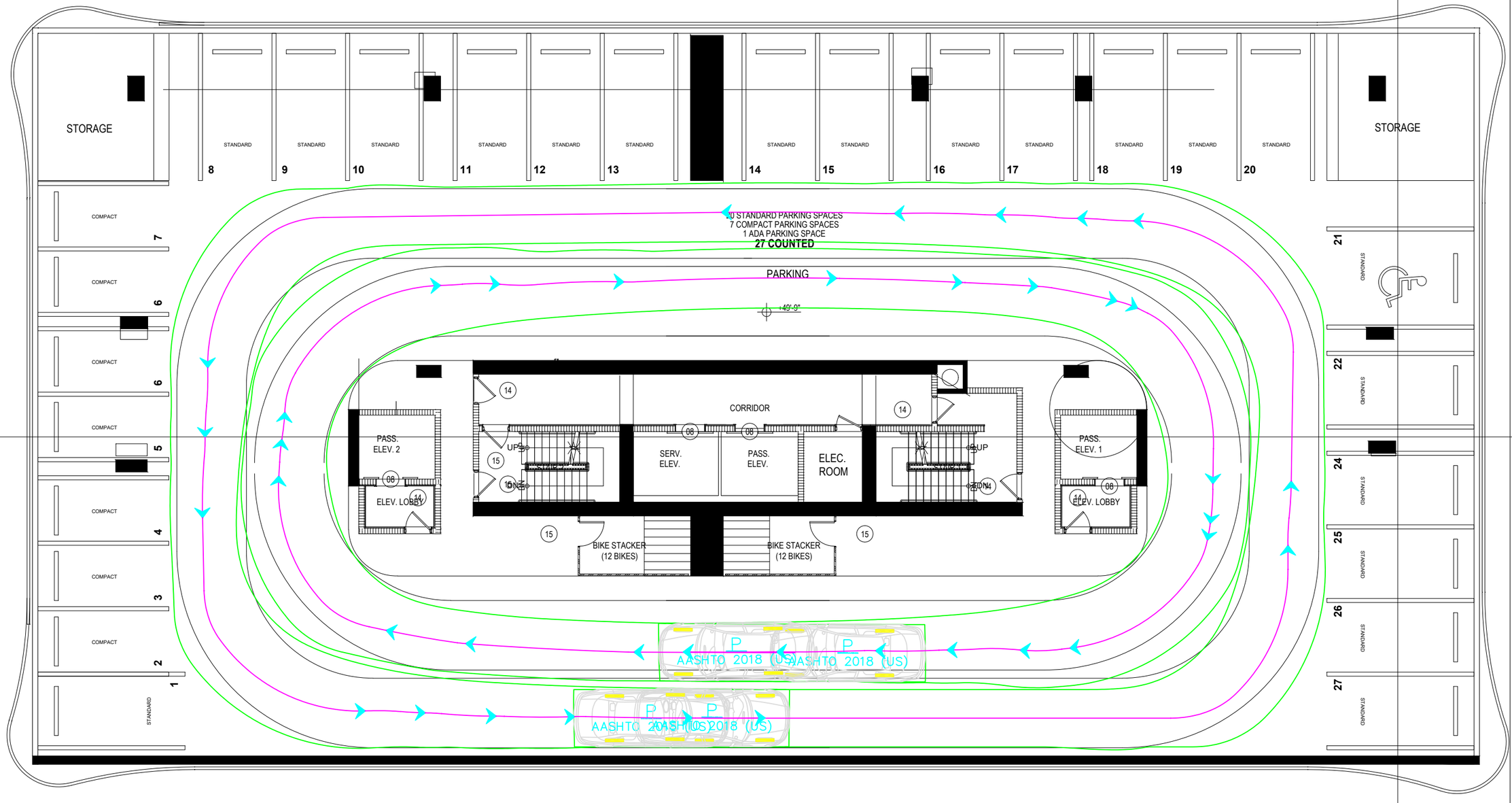
Passenger Vehicle Maneuverability Plots

Ground Level - Passenger Vehicles



Level 2 - Passenger Vehicles

ALLOWABLE ENCROACHMENT BALCONY 25% OF REQUIRED SETBACK



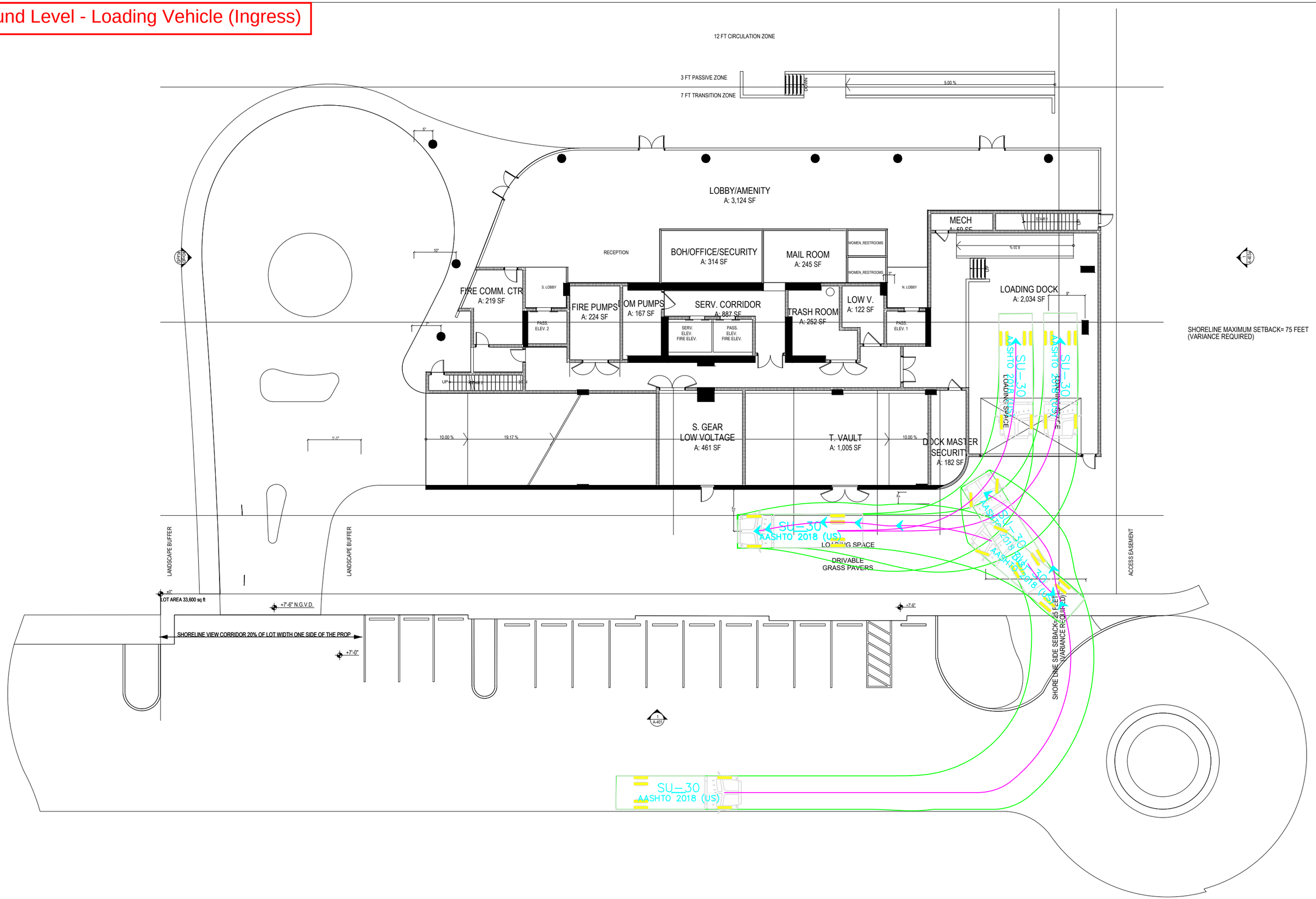
ALLOWABLE ENCROACHMENT BALCONY 25% OF REQUIRED SETBACK

ALLOWABLE ENCROACHMENT BALCONY 25% OF REQUIRED SETBACK

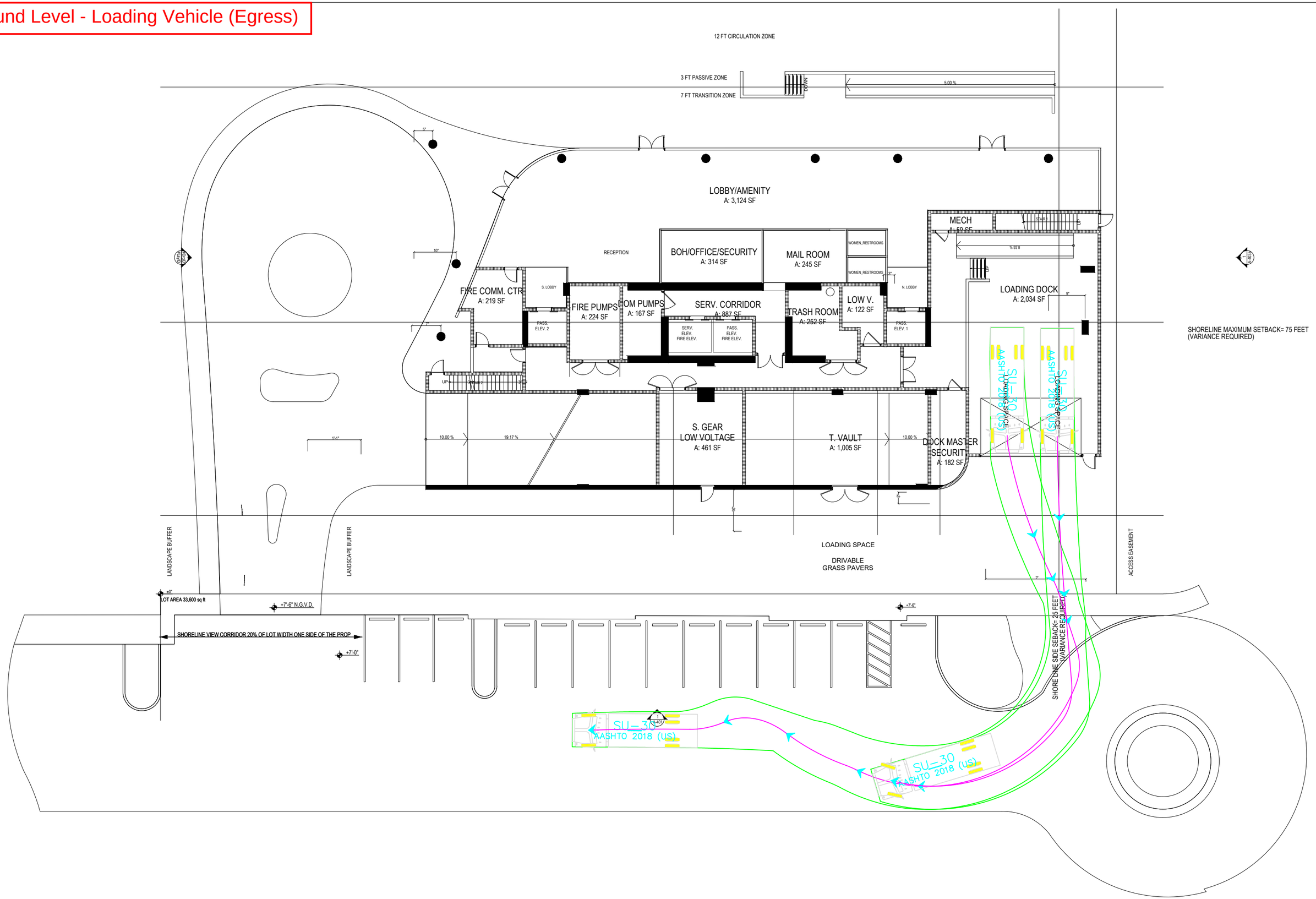
Attachment B

Loading/Refuse Maneuverability Plots

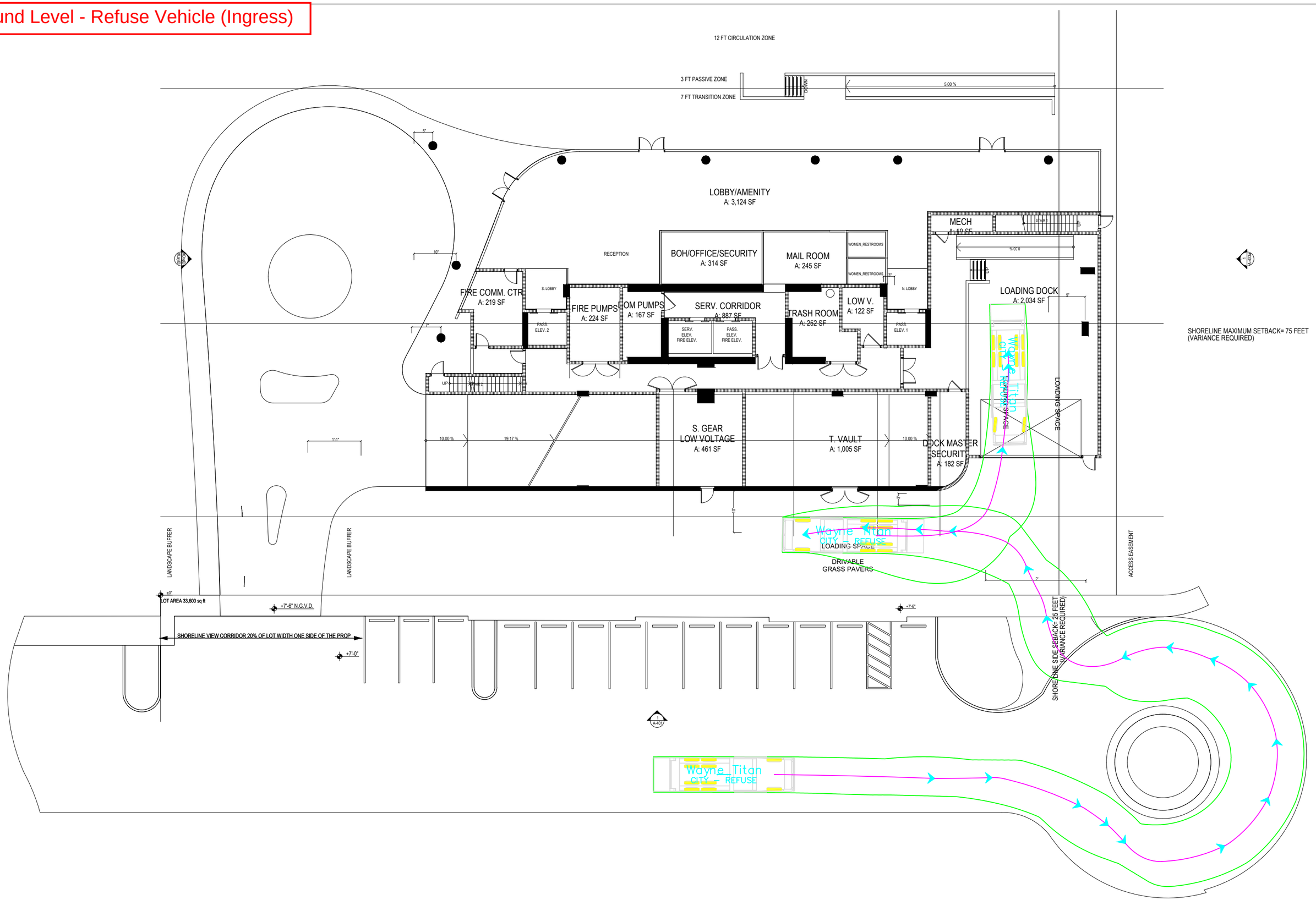
Ground Level - Loading Vehicle (Ingress)



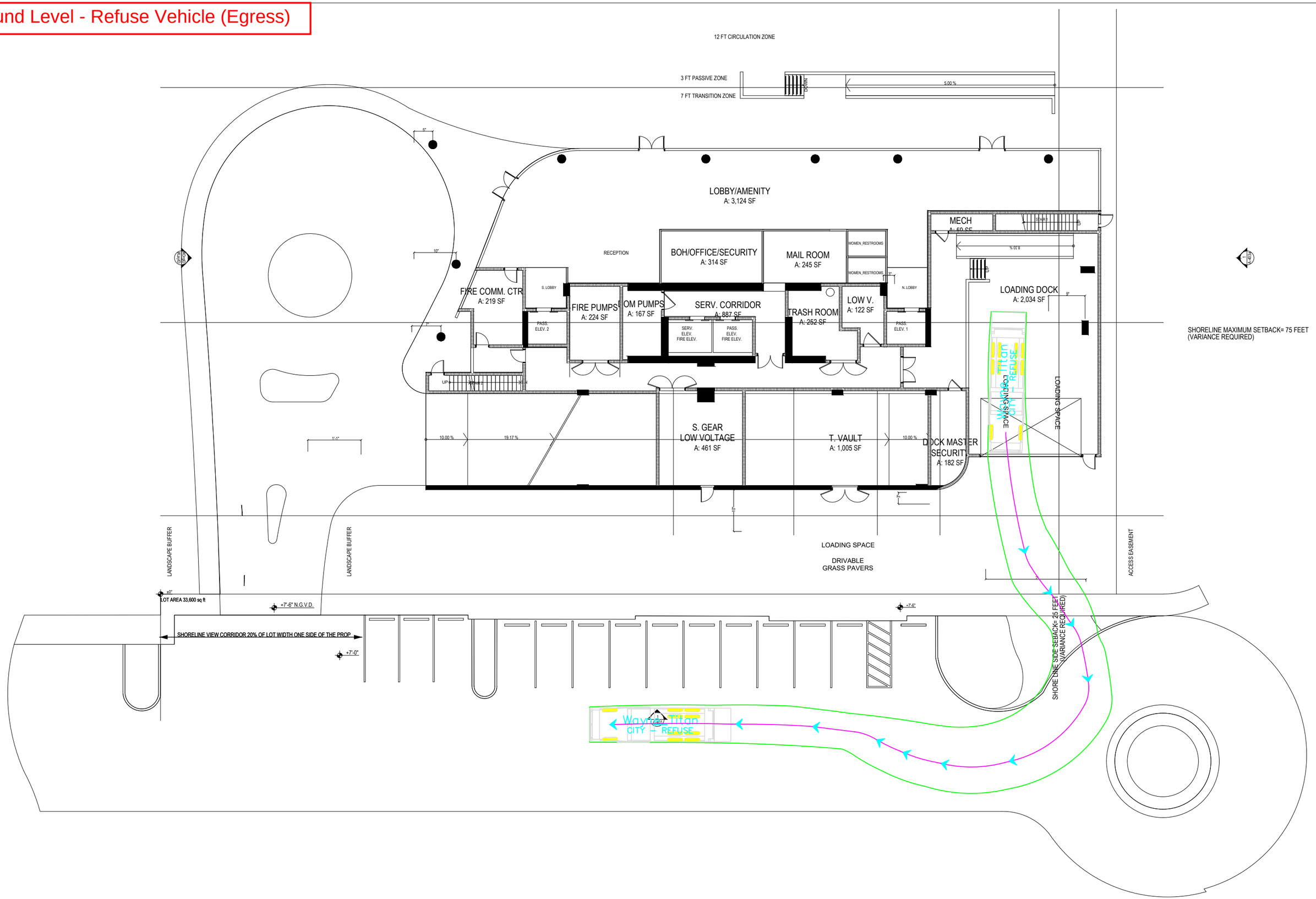
Ground Level - Loading Vehicle (Egress)



Ground Level - Refuse Vehicle (Ingress)



Ground Level - Refuse Vehicle (Egress)



RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC CONCERNING PROPERTY LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, NBV Partners, LLC (the "Applicant") is proposing 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. 23-3209-001-0400 and 23-3209-001-0420, located at 7938-7940 West Drive on Harbor Island (the "Project"), with a legal description as shown in Exhibit A; and

WHEREAS, the site plan requires approval under the provisions of Sec. 5.8; and

WHEREAS, the Applicant is concurrently requesting a Variance from the minimum required parking aisle width to permit a width of 22 feet where 23 are required; and

WHEREAS, after a duly noticed public hearing held on July 27, 2023, the Planning and Zoning Board by a vote of 4-0 recommended approval of the Variance to reduce the minimum aisle width requirement subject to the conditions set forth and included below in Section 2; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on _____, 2023 in accordance with the law to hear the application and [approved/approved with conditions/denied] the Variance for the Project; and

WHEREAS, the Mayor and Village Commission find the proposed Variance [is/is not] consistent with the Village's 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. Findings. The Village Commission, after review of competent substantial evidence in the record and a duly noticed public hearing, hereby finds that the Application meets the criteria set forth in Section 7.3 of the Code and hereby approves the variance pursuant to Section 7.3 of the ULDC to allow the minimum required drive aisle in a parking garage to be reduced to 22 feet in width where the ULDC requires 23 feet, for a project to be located at 7938-7940 West Drive, subject to other applicable and building requirements.

Section 3. Decision; Conditions. Pursuant to Section 7.3 of the ULDC, a Variance to reduce the minimum required aisle width in a parking garage at 7938-7940 West Drive from 23 feet to 22 feet to serve the needs of the residents is hereby [approved/approved with conditions/denied], [subject to the following conditions]:

1. The property to which the variance applies shall be in strict conformance with plans on file for the accompanying site plan approval application for the Project.

2. 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.

3. Pursuant to Section 7.5, after the Village Commission has granted a variance, the variance so approved or granted 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 variance was granted.

Section 4. Violation of Conditions; Limitation of Approval. Noncompliance with the terms and conditions of this approval shall be considered a violation, and penalties may include but are not limited to revocation of the approval granted by this resolution. 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. 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 Andrew Rotondaro ___

Commissioner Rachel Streitfeld ___

PASSED AND ADOPTED on this ___ day of_____, 2023.

_____
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 Number: 23-3209-001-0400 and 23-3209-001-0420

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.

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - SEPT. 28, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

09/18/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
18 day of SEPTEMBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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 SECOND REGULAR MEETING ON SEPTEMBER 28, 2023 AT APPROXIMATELY 6:30 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:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC , TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF REGULARLY APPLICABLE PARKING REQUIREMENTS; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

9/28/2023

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER DENSITY RIGHTS FOR 16 DWELLING UNITS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; 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; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) BY COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $10,000,000 OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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 IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 844 4526 6697
PASSCODE: 211503

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) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). 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 .

2/3

9/28/2023

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE 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. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
9/18

23-59/0000684419M

3/3

ITEM NO. 13.L

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A Resolution Approving a Development Agreement with 7940 NBV Partners, LLC Relating to the Proposed Residential Development Project for the Property Located at 7938-7940 West Drive - *Village Manager Ralph Rosado, Ph.D., AICP***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

7940 NBV Partners, LLC, has submitted an application seeking approval of a site plan for a residential development project at the property located at 7938-7940 West Drive. The proposed mixed-use development project consists of up to 70 dwelling units. The applicant is seeking approval for the transfer of 16 transfer of development rights via the Village pool.

Furthermore, Section 8.15 of the Village's Unified Land Development Code provides that prior to the approval of a site plan that requests bonus height, density, and/or the transfer of development rights, the Village and the owner of the subject property shall agree on tentative terms for a standard Development Agreement, which shall be presented to the Village Commission as support documentation for the site approval request.

It is recommended that the Village Commission review and authorize the Village Manager to execute the development agreement in substantially the form attached hereto as Attachment A, subject to approval as to form, content, and legal sufficiency.

Key deal terms include:
- An Island Walk easement and installation of an illuminated Island
- A Community Contribution Fee of $1.2M
- A Height Bonus of $472,500
- A Capital Facilities Contribution of $200,000
- Payments to help compensate for the permanent loss of two parking spaces in front of the building: $100,000 per space, plus an amount (payable monthly) equal to the hourly rental of the spots once the building has received its Certificate of Occupancy.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
As indicated in the Background and Analysis and Attachment A.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution DA - 7940 NBV Partners 7938-7940 West Drive.DOCX
DBR Meeting Notice 09.28.23.pdf
Attachment A - Development Agreement - 9-21-23.docx
EXHIBIT â€œCâ€ ILLUMINATED SIGNAGE FOR PUBLIC ACCESSWAYS TO THE ISLAND WALK

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 7940 NBV Partners, LLC, ("the "Owner") has submitted an application to North Bay Village (the "Village") seeking approval of a site plan for a residential development project at the property located at 7938-7940 West Drive and designated Folio Nos. 23-3209-001-0400 and 23-3209-001-0420; (the "Property"); and

WHEREAS, the proposed mixed-use development project consists of up to 70 units (the "Project"); and

WHEREAS, Section 8.15 of the Village's Unified Land Development Code (the "ULDC") provides that prior to the approval of a site plan that requests bonus height, density, and/or the transfer of development rights, the Village and the owner of the subject property shall agree on tentative terms for a standard Development Agreement, which shall be presented to the Village Commission as support documentation for the site approval request; and

WHEREAS, in order to develop the Project with 70 residential units, the Owner requires the transfer of 16 dwelling units, and thus seeks approval of a Development Agreement; and

WHEREAS, pursuant to Section 8.15 of the ULDC, the Village and the Owner have agreed on the terms of a development agreement, a copy of which is attached hereto as Exhibit "A" (the "Development Agreement"), which memorializes density bonus requirements in the Project, and other requirements, obligations, and commitments; and

WHEREAS, the Village Commission finds that the Development Agreement is consistent with the Village's Comprehensive Plan and the UDLC; and

WHEREAS, the Village Commission desires to approve the Development

Agreement and authorize the Village Manager to execute the Development Agreement with the Owner in substantially the form attached hereto as Exhibit "A"; and

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

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Approval. That the Village Commission hereby approves the Development Agreement with the Owner.

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

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

Section 5. 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 ___ day of September, 2023.

_____
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

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - SEPT. 28, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

09/18/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
18 day of SEPTEMBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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 SECOND REGULAR MEETING ON SEPTEMBER 28, 2023 AT APPROXIMATELY 6:30 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:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC , TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF REGULARLY APPLICABLE PARKING REQUIREMENTS; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

9/28/2023

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER DENSITY RIGHTS FOR 16 DWELLING UNITS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; 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; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) BY COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $10,000,000 OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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 IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 844 4526 6697
PASSCODE: 211503

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) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). 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 .

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9/28/2023

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE 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. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
9/18

23-59/0000684419M

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this _____ day of September, 2023, 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 _____ (the "Commission Approval Date"), by Resolution _____ (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

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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.

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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:

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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.

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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

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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 related to the approved bonus height within 90 days of site plan approval by the Village Commission. The balance shall be paid concurrently with the issuance of a building permit.

iii. 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).

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

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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 executed 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

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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

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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. *Voluntary Contributions to Public Facilities*. Within ninety (90) days of the Effective Date of this Agreement, Owner shall make a one-time contribution to the Village for public facilities in the amount of $200,000.00.

The Owner may seek credit against any applicable Village impact fees for the value of this voluntary contribution,

h. *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 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 $200,000 to the Village within ninety (90) days of the Effective Date. 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

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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

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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.**

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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.

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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.]

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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: _____

By: _____
Dr. Ralph Rosado, AICP
Village Manager
Dated this ____ day of _____, 2023.

_____
Witness #2 Print Name: _____

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____ day of_____, 2023, by _____, as_____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)

DRAFT

OWNER:

In the presence of:

7940 NBV Partners, LLC, a Florida limited liability company,

_____

Witness #1 Print Name: _____

_____

Print Name: _____

Title: _____

Dated this ____ day of _____, 2023.

_____

Witness #2 Print Name: _____

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_____, 2023, by _____, as_____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)

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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.

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EXHIBIT "B"

APPROVAL RESOLUTION

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EXHIBIT "C"

ILLUMINATED SIGNAGE FOR PUBLIC ACCESSWAYS TO THE ISLAND WALK

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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.

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fred@artsignfl.com

DATE: 02-15-2022
DWG# 220215-1
Drawn By: F. Shuaibi
File:
Sheet#: 1
REVISED 6-12-2023

JOB NAME ISLAND WALK
ADDRESS: 1665 79 ST. CSWY
NORTH BAY VILLAGE, FL.

NOTES & COMMENTS

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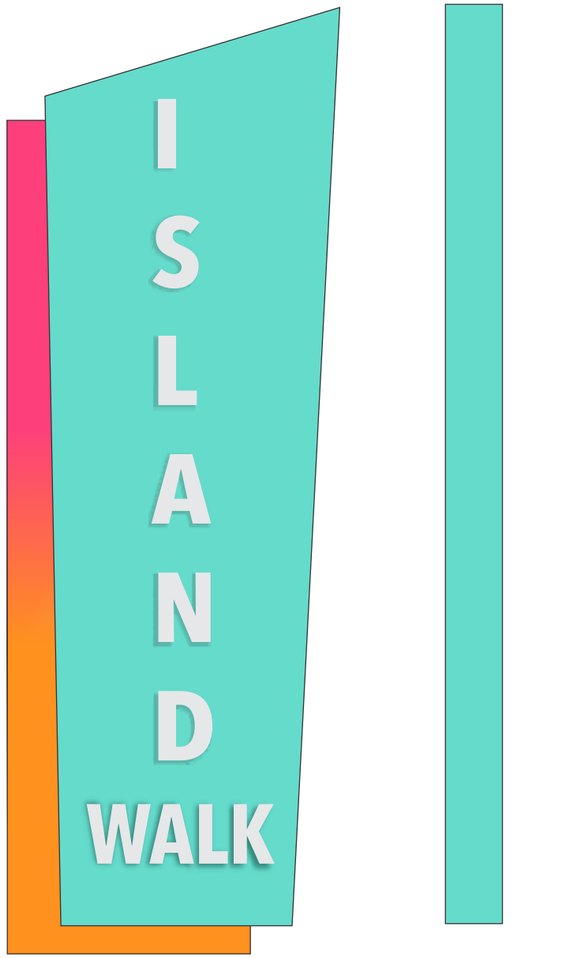
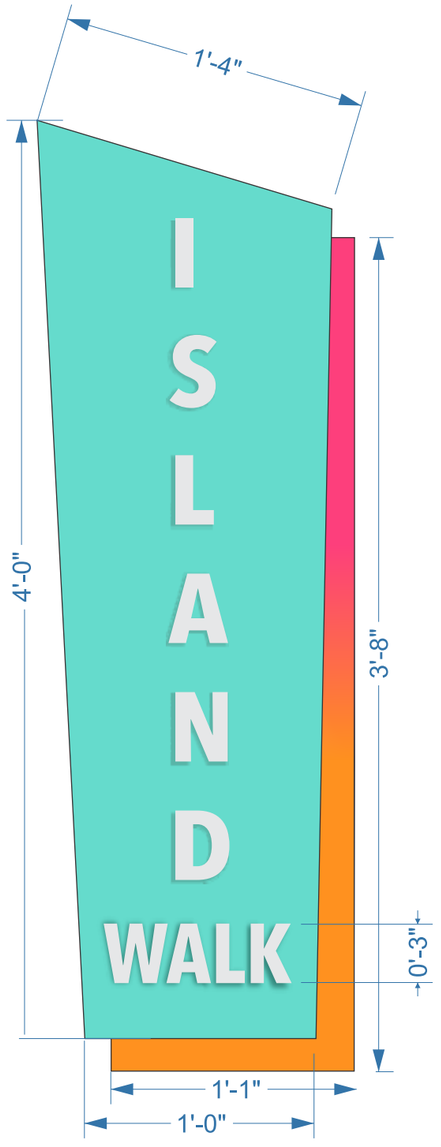
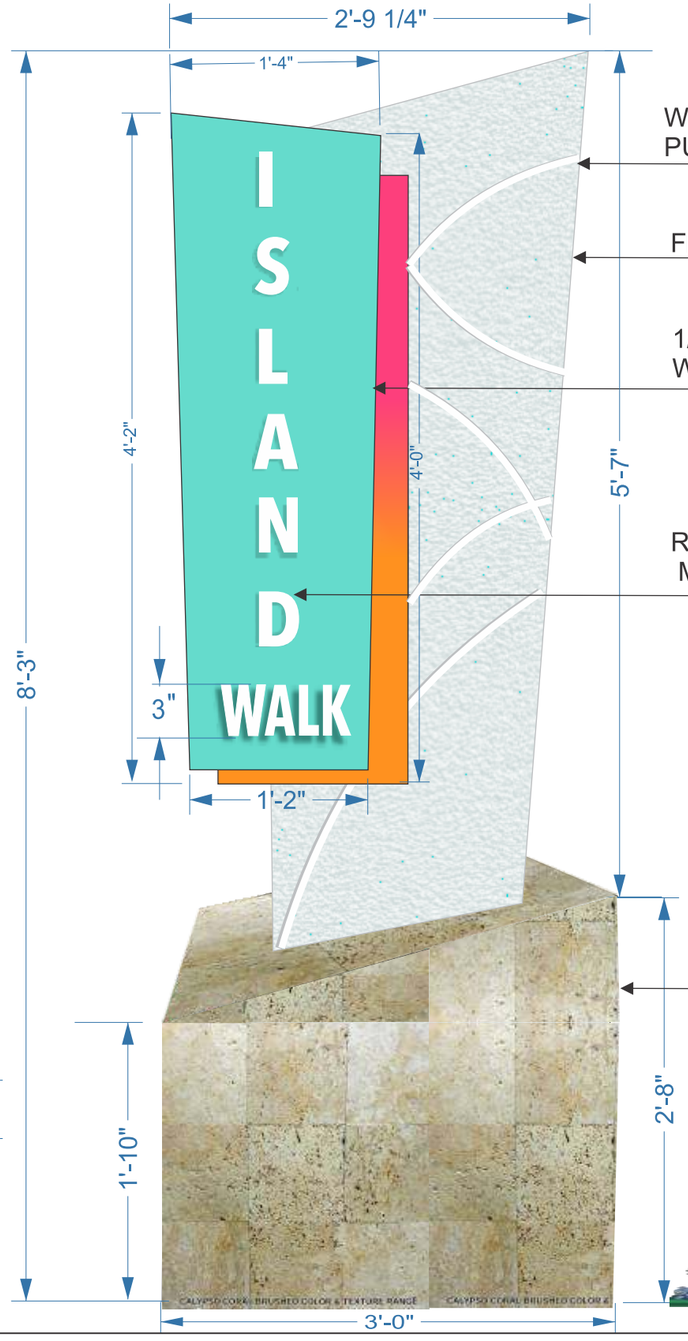
INTERNALLY ILLUMINATED MONUMENT SIGN



SCALE: 1 1/2”=1’-0”





WELDED ALUMINUM FRAME, WITH PIERCED PUSH -THRU 1/2” IN DEPTH WHITE PLASTIC

FINE GRAIN STUCCO FINISH

1/8” V-SHAPE ALUMINUM FACE FASTENED TO WELDED ALUM. FRAME

ROUTED ALUMINUM LETTERS , STUD MOUNTED TO FACE .

VENEER STONE FINISH APPLIED WELDED ALUMINUM FRAME

SCALE: 1”-1’-0”



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fred@artsignfl.com

DATE: 02-15-2022
DWG# 220215-1
Drawn By: F. Smaili
File:
Sheet#: 1
REVISED 6-12-2023

JOB NAME ISLAND WALK
ADDRESS: 1665 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. H.V.H.Z., 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 #355 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

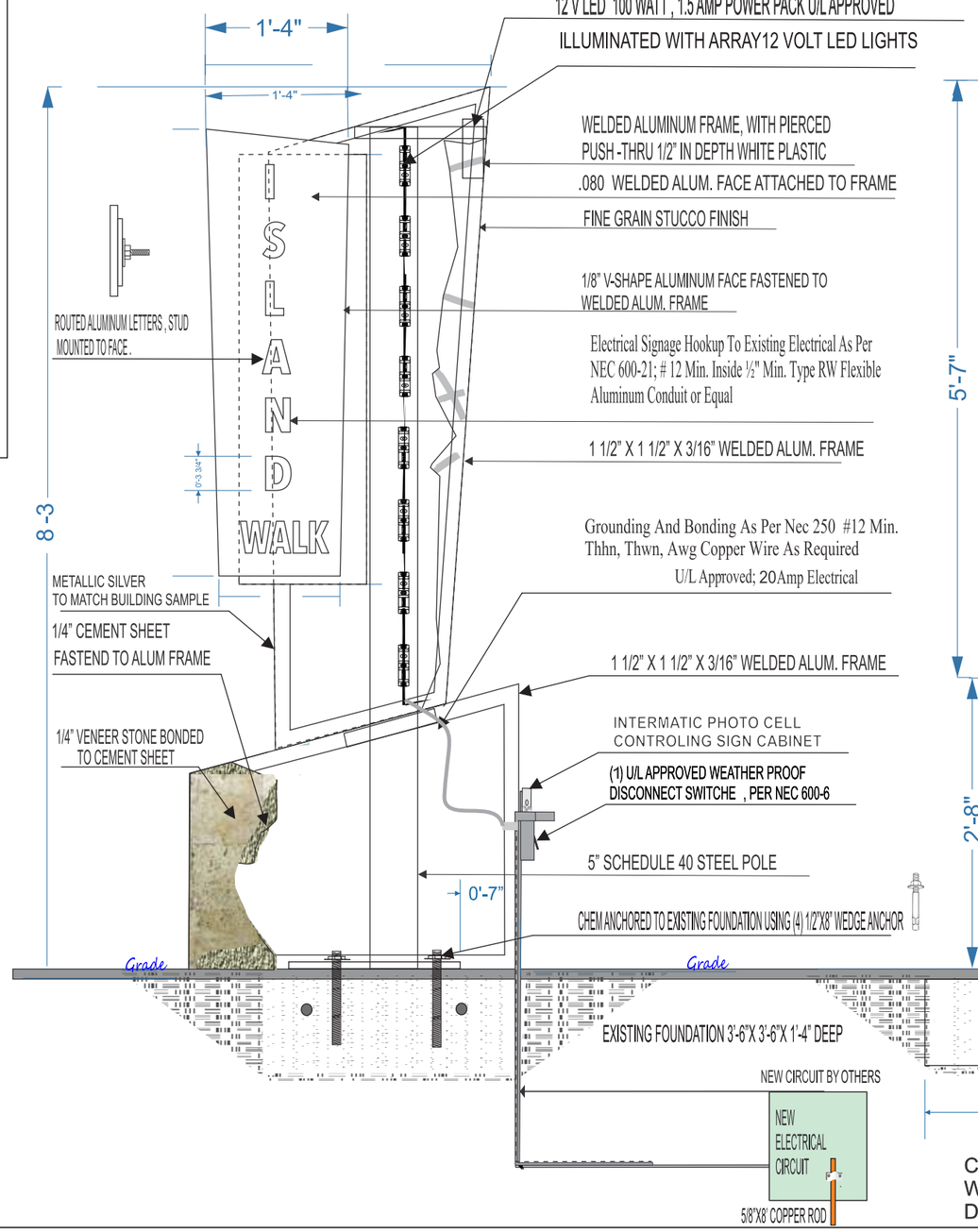
of Circuits Required _ 1 Total Amps _ 1

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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DATE: 02-15-2022
DWG# 220215-1
Drawn By: F. Shuaibi
File:
Sheet#: 1 REVISED 6-12-2023

JOB NAME ISLAND WALK
ADDRESS: 1665 79 ST. CSWY
NORTH BAY VILLAGE, FL.

NOTES & COMMENTS

NOTE: This drawing,concept,rendering & specs are the exclusive property of Art Sign Company, Inc. And may not be shown to any person or corporation outside the clients organization.Nor are they to be reproduced in any way, shape or form without the expressed written consent of Art Sign Company, Inc.

ITEM NO. 13.M

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: An Ordinance Authorizing the Issuance of a General Obligation Bond, Series 2023, for the Purpose of Financing the Costs of Stormwater and Related Roadway Improvements - ***Village Manager Ralph Rosado, PhD, AICP (Chief Financial Officer Angela Atkinson)***

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $10,000,000 OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

On July 19, 2022, the Village Commission of North Bay Village, Florida adopted Resolution No. 2022-057 calling for a referendum (the "Referendum") in conjunction with a general election on November 8, 2022 to submit to the electorate of the Village a bond referendum to decide whether the Village should be authorized to issue not exceeding $60,000,000 in principal amount of general obligation bonds (the "Stormwater Bonds"), in one or more series, for the purpose of financing the costs of Stormwater and related roadway improvements to mitigate the effects of sea level rise and flooding (the "Stormwater Project"); and at such special election on November 8, 2022, the issuance of the Stormwater Bonds was approved by the qualified electors of the Village in accordance with the applicable laws of the State of Florida.

The Commission desires to authorize the issuance of the first series of the Stormwater Bonds in an amount not exceeding $10,000,000 (the “2023 Bond”) for the purpose of financing a portion of the costs of the Stormwater Project, including but not limited to the purchase of land, planning and design costs and other Stormwater and related roadway improvements (the “2023 Project”), and paying costs of issuance of the 2023 Bond; and pursuant to the Constitution and laws of the State, including, without limitation, Article VII, Section 12 of the Constitution, Chapter 166, Florida Statutes, as amended, the Village Charter (collectively, the “Act”), and the Referendum, the Village is duly authorized to issue the 2023 Bond and pledge the ad valorem taxes levied by the Village to the payment of the 2023 Bond.

Staff is recommending a $10,000,000 General Obligation Bond - Line of Credit.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Annual Debt Service TBD

PERSONNEL IMPACT
NONE

ATTACHMENTS
Ordinance For Line of Credit v2.DOC
DBR Meeting Notice 09.28.23.pdf
Financing Timetable - GO Stormwater Line of Credit.pdf

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA NOT TO EXCEED $10,000,000 FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 19, 2022, the Village Commission (the "Commission") of North Bay Village, Florida (the "Village") adopted Resolution No. 2022-057 calling for a referendum (the "Referendum") in conjunction with a general election on November 8, 2022 to submit to the electorate of the Village a bond referendum to decide whether the Village should be authorized to issue not exceeding $60,000,000 in principal amount of general obligation bonds (the "Stormwater Bonds"), in one or more series, for the purpose of financing the costs of stormwater and related roadway improvements to mitigate the effects of sea level rise and flooding (the "Stormwater Project"); and

WHEREAS, at such special election on November 8, 2022, the issuance of the Stormwater Bonds was approved by the qualified electors of the Village in accordance with the applicable laws of the State of Florida (the "State"); and

WHEREAS, the Commission desires to authorize the issuance of the first series of the Stormwater Bonds in an amount not exceeding $10,000,000 (the "2023 Bond") for the purpose of financing a portion of the costs of the Stormwater Project, including but not limited to the purchase of land, planning and design costs and other stormwater and related roadway improvements (the "2023 Project"), and paying costs of issuance of the 2023 Bond; and

WHEREAS, pursuant to the Constitution and laws of the State, including, without limitation, Article VII, Section 12 of the Constitution, Chapter 166, Florida Statutes, as amended, the Village Charter (collectively, the "Act"), and the Referendum, the Village is duly authorized to issue the 2023 Bond and pledge the ad valorem taxes levied by the Village to the payment of the 2023 Bond.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. Each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Authorization of 2023 Bond. In accordance with the provisions of the Charter of North Bay Village, Florida, and Chapter 166, Florida Statutes, there is hereby authorized to be issued the 2023 Bond, in an aggregate principal amount not to exceed $10,000,000, for the purpose of financing the 2023 Project and paying costs of issuance of the 2023 Bond. The 2023 Bond shall be designated "North Bay Village, Florida General Obligation Bond, Series 2023," or such other designation as may be approved by supplemental resolution, shall be dated such date, shall be in such denomination, shall be stated to mature no later than twenty and one-half (20.5) years from its dated date, and shall bear interest from its dated date at a rate or rates not exceeding the maximum rate permitted by law at the time of issuance of the 2023 Bond, shall be subject to redemption at the option of the Village at such times and prices, and shall have such other details, all as shall hereafter be determined by the Commission by supplemental resolution (the "2023 Bond Resolution"). The 2023 Bond Resolution may be adopted and the 2023 Bond may be issued, at any time after the effective date of this Ordinance.

Section 3. Authorization of Officers. The Village Manager, the Village Chief Financial Officer, the Village Attorney, Bond Counsel to the Village, and the Financial Advisor for the Village are each hereby authorized to negotiate with banks or other financial institutions for the purchase of the 2023 Bond and with respect to the structure and terms of the 2023 Bond, which may be in the form of a line of credit drawn down over time, a loan fully funded on the date of issuance of the Bond, or any other loan structure deemed to be in the best interest of the Village. The Village Manager is hereby authorized to accept the commitment from the institution offering, in his opinion, after consultation with the Financial Advisor, the best structure and terms for the purchase of the 2023 Bond. The final structure and terms of the 2023 Bond, as so agreed to by the Village Manager, shall be set forth, and presented to the Commission, in the 2023 Bond Resolution. The Village Attorney and Bond Counsel to the Village are hereby authorized to draft documents and to do all other things necessary to accomplish the issuance and sale of the 2023 Bond.

Section 4. 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, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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 final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2023.

_____
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

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 Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NORTH BAY VILLAGE - PUBLIC HEARING - SEPT. 28, 2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami Daily Business Review f/k/a Miami Review on

09/18/2023

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Sworn to and subscribed before me this
18 day of SEPTEMBER, A.D. 2023

(SEAL)
ROSANA SALGADO personally known to me

BARBARA THOMAS
Commission # HH 187442
Expires November 2, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

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 SECOND REGULAR MEETING ON SEPTEMBER 28, 2023 AT APPROXIMATELY 6:30 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:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING/APPROVING WITH CONDITIONS/DENYING] A REQUEST BY 7940 NBV PARTNERS, LLC FOR A SPECIAL USE EXCEPTION PURSUANT TO SECTIONS 8.11 AND 9.3.E. OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), TO ALLOW UP TO TWENTY PERCENT (20%) OF PARKING SPACES REQUIRED FOR A PROJECT AT 7938-7940 WEST DRIVE TO BE DESIGNED SPECIFICALLY FOR COMPACT VEHICLES; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF PARKING REQUIREMENTS PROVIDED IN SECTION 9.3.C. OF THE ULDC , TO PERMIT THE PROVISION OF 135 SPACES WHERE 212 WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; ALTERNATIVELY [APPROVING / APPROVING WITH CONDITIONS / DENYING] A WAIVER PURSUANT TO SECTION 9.3.D. OF REGULARLY APPLICABLE PARKING REQUIREMENTS; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS, LLC FOR A VARIANCE PURSUANT TO SECTION 7.3 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") OF MINIMUM AISLE WIDTH REQUIREMENTS PROVIDED IN SECTION 9.3.E. OF THE ULDC, TO PERMIT A PARKING AISLE WIDTH OF 22 FEET WHERE 23 FEET WOULD BE REQUIRED FOR A PROJECT LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

9/28/2023

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A SITE PLAN BY 7940 NBV PARTNERS, LLC, PURSUANT TO SECTIONS 5.2 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"), FOR DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL PROJECT ON AN APPROXIMATELY 0.77-ACRE SITE LOCATED AT 7938-7940 WEST DRIVE, NORTH BAY VILLAGE, CONSISTING OF UP TO 70 DWELLING UNITS, INCLUDING REQUESTS FOR APPROVAL TO: (A) TRANSFER DENSITY RIGHTS FOR 16 DWELLING UNITS FROM VILLAGE-OWNED PROPERTY PURSUANT TO SEC. 8.13.; 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; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH 7940 NBV PARTNERS, LLC RELATING TO THE DEVELOPMENT OF A RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 7938-7940 WEST DRIVE, CONSISTING OF UP TO 70 UNITS, PURSUANT TO SECTION 8.15 OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A USE EXCEPTION PURSUANT TO SECTION 8.11 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ALLOW VILLAGE-OWNED PROPERTY LOCATED AT 1851 GALLEON STREET, NORTH BAY VILLAGE, AS LEGALLY DESCRIBED IN EXHIBIT "A", AND ZONED RM-40, TO BE DEVELOPED FOR A USE (TRAINING CENTER FOR THE ARGENTINE FOOTBALL ASSOCIATION (AFA) AND COMMUNITY-SERVING FACILITIES) WHICH PROVIDES A PUBLIC BENEFIT; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A VARIANCE APPLICATION PURSUANT TO SECTION 111.13 OF THE VILLAGE'S CODE OF ORDINANCES BY FARINA CONTEMPORARY PIZZA CORP (DBA PETRALUNGA), TO ALLOW AN ESTABLISHMENT LOCATED AT 7601 EAST TREASURE DRIVE, #CU-21, ON THE GRAND VIEW PALACE PROPERTY, TO VARY FROM SECTION 111.12(A)(1) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVERAGES FOR OFF-PREMISES CONSUMPTION FROM A LOCATION LESS THAN 500 FEET FROM AN EXISTING SCHOOL AND TO VARY FROM SECTION 111.12(B)(3) OF THE CODE BY AUTHORIZING THE ISSUANCE OF A LICENSE TO SELL ALCOHOLIC BEVARAGES FOR OFF-PREMISES CONSUMTION FROM A LOCATION LESS THAN 1,000 FEET FROM AN EXISTING OFF-PREMISES LICENSEE; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, WITH ATTACHMENT(S), PURSUANT TO SECTION 4.2 OF CHAPTER 4, "ADMINISTRATION AND ENFORCEMENT," AND SECTION 15.2.G. OF CHAPTER 15, "FORM-BASED CODE" OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE ("ULDC"), AMENDING THE ZONING OF CERTAIN PARCELS IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE, COMPRISING APPROXIMATELY 2.8 ACRES, FROM T6-24 TRANSECT TO "SOUTH KENNEDY SPECIAL AREA PLAN"; AMENDING THE CODE TO CREATE "APPENDIX B, SOUTH KENNEDY SPECIAL AREA PLAN" TO PROVIDE SPECIFIC TRANSECT ZONE REGULATIONS THAT ARE APPLICABLE TO THE SUBJECT PARCELS; PROVIDING FOR CONFLICTS; MAKING FINDINGS OF FACT AND STATING CONCLUSIONS OF LAW; PROVIDING FOR BINDING EFFECT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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/APPROVING WITH CONDITIONS/DENYING] A SITE PLAN APPLICATION BY SHOMA NORTH BAY VILLAGE, LLC, PURSUANT TO SECTION 5.8 OF THE ULDC, TO MODIFY THE SITE PLAN PREVIOUSLY APPROVED PURSUANT TO RESOLUTION NO. 2021-046 IN A MANNER EXCEEDING THE SCOPE OF MODIFICATIONS ALLOWED UNDER SECTION 5.9 OF THE ULDC, TO PROVIDE FOR DEVELOPMENT OF A 24-STORY (253 FT., 10 INCHES TALL) MIXED-USE PROJECT THAT WILL ENCOMPASS UP TO 333 DWELLING UNITS WITH COMPLEMENTARY RESIDENT AMENITIES; 750 PARKING SPACES; 52,929 SQ. FT. OF COMMERCIAL SPACE; TO BE LOCATED ON AN APPROXIMATELY 2.8-ACRE PARCEL OF LAND IDENTIFIED BY FOLIO NUMBER 23-3209-000-0250 AND LOCATED AT 1872 79TH STREET CAUSEWAY, NORTH BAY VILLAGE; PROVIDING FOR FINDINGS PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH SHOMA NORTH BAY VILLAGE, LLC RELATING TO THE DEVELOPMENT OF A MIXED-USE DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT 1872 79TH STREET CAUSEWAY CONSISTING OF UP TO (A) 333 RESIDENTIAL UNITS; (B) 52,929 SQUARE FEET OF COMMERCIAL SPACE; AND (C) 750 PARKING SPACES, PURSUANT TO SECTIONS 8.15 AND 15.2.G OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE SECTION 8.10.2, "PAYMENT IN SATISFACTION OF WORKFORCE HOUSING REQUIREMENTS FOR CONDOMINIUM DEVELOPMENTS," TO ESTABLISH A PAYMENT-IN-LIEU-OF MECHANISM FOR DEVELOPERS OF FOR-SALE RESIDENTIAL DEVELOPMENTS TO SATISFY WORKFORCE HOUSING REQUIREMENTS, AS WELL AS TO CREATE A TRUST FUND FOR THE USE OF SUCH PAYMENTS TO SUPPORT CERTAIN WORKFORCE HOUSING INITIATIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) BY COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 3, "DEFINITIONS," CHAPTER 8, "ZONING," AND CHAPTER 9, "GENERAL DESIGN STANDARDS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $10,000,000 OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE BOND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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 IN THE MEETING VIA ZOOM FOR THIS MEETING:
MEETING ID: 844 4526 6697
PASSCODE: 211503

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) MAY BE INSPECTED BY THE PUBLIC AT THE OFFICE OF THE VILLAGE CLERK. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE(S). 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 .

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9/28/2023

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE 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. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSONS 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). THIS HEARING MAY BE CONTINUED FROM TIME TO TIME AS NECESSARY, AS DETERMINED BY THE VILLAGE COMMISSION.

ALBA L. CHANG, CMC,
VILLAGE CLERK
9/18

23-59/0000684419M

3/3

NORTH BAY VILLAGE, FLORIDA
SERIES 2023 GENERAL OBLIGATION STORMWATER NOTE

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Preliminary Financing Schedule as of September 21, 2023

Date*	**Event**	**Responsibility**
July 18	Distribute Timeline / Distribution List	FA
July 19	**Commission Meeting – First Financing Approval**	**NBV**
July 25	**Release Bank Loan RFP**	**FA**
August 10	**Bank Loan RFP Responses Due**	**FA**
August 21	Distribute 1st Draft of Resolution	BC
September 19	Distribute Final Version of Resolution	BC
September 21	Submit Resolution to Commission Agenda	NBV
September 27	Distribute Closing Memo	FA
September 27	Distribute Draft Closing Documents	BC
September 28	**Commission Meeting – Final Financing Approval**	**NBV**
October 3	Pre-Closing (alternatively, signatures at commission)	All
October 5	Closing	All

* Preliminary, subject to change

Legend

NBV	Issuer – *North Bay Village, Florida*
BC	Bond Counsel – *Weiss Serota Helfman Cole & Bierman*
FA	Financial Advisor – *PFM Financial Advisors LLC*
Bank	Bank– *JPMorgan Chase Bank, N.A.*
BaC	Bank Counsel– *Virtus LLP*

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A Resolution Authorizing the Issuance of General Obligation Bond not to Exceed $10,000,000 for the Purpose of Financing the Cost of Stormwater and Roadway Improvements; and Approve a Line of Credit Agreement - *Village Manager Ralph Rosado, Ph.D., AICP***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA NOT TO EXCEED $10,000,000 FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; AWARDING THE BOND TO FIRST HORIZON TE1, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "PURCHASER") TO PROVIDE THE FINANCING; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LINE OF CREDIT AGREEMENT WITH THE PURCHASER; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

On July 19, 2022, the Village Commission of the Village adopted Resolution No. 2022-057 calling for a referendum in conjunction with a general election on November 8, 2022, to submit to the electorate of the Village a bond referendum to decide whether the Village should be authorized to issue not exceeding $60,000,000 in principal amount of general obligation bonds, in one or more series, for the purpose of financing the costs of stormwater and related roadway improvements to mitigate the effects of sea level rise and flooding.

At the November 8, 2022, Special Election, the electors of the Village approved the issuance of Stormwater Bonds.

The proposed resolution will authorize the 2023 Bond in a maximum principal amount of $10,000,000 for the purpose of financing costs for the 2023 projects.

It is recommended that the Village Commission authorize and approved the proposed line of credit agreement in substantial form as attached.

Approval of this item supports the Pillar of Efficiency of the NBV 100 Plan.

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Annual Debt Service TBD

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution for Stormwater GO Line of Credit with Exhibits A and B.pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION BOND OF NORTH BAY VILLAGE, FLORIDA NOT TO EXCEED $10,000,000 FOR THE PURPOSE OF FINANCING THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS, AND PAYING COSTS OF ISSUANCE OF THE BOND; AWARDING THE BOND TO FIRST HORIZON TE1, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "PURCHASER") TO PROVIDE THE FINANCING; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LINE OF CREDIT AGREEMENT WITH THE PURCHASER; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 19, 2022, the Village Commission (the "Commission") of North Bay Village, Florida, a Florida municipal corporation (the "Village") adopted Resolution No. 2022-057 calling for a referendum (the "Referendum") in conjunction with a general election on November 8, 2022 to submit to the electorate of the Village a bond referendum to decide whether the Village should be authorized to issue not exceeding $60,000,000 in principal amount of general obligation bonds (the "Stormwater Bonds"), in one or more series, for the purpose of financing the costs of stormwater and related roadway improvements to mitigate the effects of sea level rise and flooding (the "Stormwater Project"); and

WHEREAS, at such special election on November 8, 2022, the issuance of the Stormwater Bonds was approved by the qualified electors of the Village in accordance with the applicable laws of the State of Florida (the "State"); and

WHEREAS, the Commission desires to authorize the issuance of the first series of the Stormwater Bonds in an amount not exceeding $10,000,000 (the "2023 Bond") for the purpose of financing a portion of the costs of the Stormwater Project, including but not limited to the purchase of land, planning and design costs and other stormwater and related roadway improvements (the "2023 Project"), and paying costs of issuance of the 2023 Bond; and

WHEREAS, on the date hereof the Commission enacted an Ordinance authorizing the issuance of the 2023 Bond and providing for a supplemental resolution setting forth the details of said 2023 Bond (the "Ordinance"); and

WHEREAS, on July 25, 2023, on behalf of the Commission, PFM Financial Advisors LLC, the financial advisor to the Village (the "Financial Advisor") distributed a Request for Proposals with respect to the purchase from the Village of the 2023 Bond; and

WHEREAS, the Village through its Financial Advisor received a proposal on August 10, 2023 from First Horizon TE1, LLC, a Delaware limited liability company (the "Purchaser"), a subsidiary of First Horizon Bank; and

WHEREAS, the Commission has determined that based upon the proposal and the recommendation of the Financial Advisor, it is in the best interest of the Village and its citizens to accept the proposal (the "Proposal") from the Purchaser to purchase the 2023 Bond, which Proposal is attached as "Exhibit B," the terms of which are hereby incorporated herein and made a part hereof; and

WHEREAS, pursuant to the Constitution and laws of the State, including, without limitation, Article VII, Section 12 of the Constitution, Chapter 166, Florida Statutes, as amended, the Village Charter (collectively, the "Act"), and the Referendum, the Village is duly authorized to issue the 2023 Bond and pledge the ad valorem taxes levied by the Village to the payment of the 2023 Bond; and

WHEREAS, the line of credit will be evidenced by the issuance by the Village of the 2023 Bond; and

WHEREAS, in accordance with the provisions of Section 218.385, Florida Statutes, the Commission hereby determines it to be in the best interests of the Village to proceed with a negotiated sale of the 2023 Bond to the Purchaser to purchase the 2023 Bond in accordance with the additional findings set forth herein; and

WHEREAS, the Commission desires to set forth the details of the 2023 Bond and the other provisions of the financing in a Line of Credit Agreement (the "Line of Credit Agreement") with the Purchaser, which shall be in substantially the form attached as Exhibit "A" to this Resolution;

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

Section 1. Recitals. Each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Authorization of 2023 Bond. In accordance with the provisions of the Charter of North Bay Village, Florida, and Chapter 166, Florida Statutes, there is hereby authorized to be issued the 2023 Bond in an aggregate maximum principal amount of $10,000,000.00 for the purpose of financing costs of the 2023 Project. The 2023 Bond shall be designated "North Bay Village, Florida General Obligation Bond, Series 2023". The details of the 2023 Bond and the other provisions of the financing shall be set forth in the Line of Credit Agreement.

Section 3. Approval of Line of Credit Agreement. The Commission hereby approves the form and content of the Line of Credit Agreement by and between the Village and the Purchaser, presented at this meeting and attached hereto as Exhibit "A". The Mayor or, in his absence, the Vice Mayor, are hereby authorized to execute and deliver the Line of Credit Agreement on behalf of the Village, and the Clerk is authorized to place the

Village's seal thereon and attest thereto, in substantially the form presented at this meeting, with such changes, modifications, deletions and insertions as the Mayor or, in his absence, the Vice Mayor, with the advice of the Village Attorney, may deem necessary and appropriate. Such execution and delivery shall be conclusive evidence of the approval thereof by the Village. The Village Manager and the Finance Director are each hereby authorized to establish one or more depository accounts with the Purchaser as required by the Line of Credit Agreement.

Section 4. Authorization of Officers. The 2023 Bond shall be signed in the name of the Village by the Mayor or Vice Mayor (or, in their absence, any other member of the Commission) and the Village Clerk (or any deputy or assistant Village Clerk), and its seal shall be affixed thereto or imprinted or reproduced thereon. The Mayor, the Vice Mayor, any member of the Commission, the Village Manager, the Village Clerk, the Chief Financial Officer and any other proper official of the Village, are and each of them is hereby authorized and directed to execute and deliver the Line of Credit Agreement and related documents, and to do all other things necessary to accomplish the issuance and sale of the 2023 Bond and consummation of the transaction described herein and in the Line of Credit Agreement.

Section 5. Security for the 2023 Bond. The full faith, credit and taxing power of the Village are hereby irrevocably pledged to the punctual payment of the principal of, interest on and prepayment premium, if any, with respect to the 2023 Bond as the same shall become due and payable.

Section 6. Negotiated Sale of the 2023 Bond. Based upon the need for flexibility in the financing structure in the form of a line of credit, and the uncertainty of the interest rate environment if sale of the 2023 Bond is delayed, the Village hereby determines the necessity for a negotiated sale of the 2023 Bond. Prior to the delivery of the 2023 Bond to the Purchaser, the Village will require that it be provided all applicable disclosure information required by Section 218.385, Florida Statutes. The negotiated sale of the 2023 Bond to the Purchaser is hereby approved at a purchase price of par.

Section 7. Severability. In case any one or more of the provisions of this Resolution, the 2023 Bond or the Line of Credit Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, the 2023 Bond or the Line of Credit Agreement, but this Resolution, the 2023 Bond and the Line of Credit Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The 2023 Bond is issued, the Line of Credit is executed and delivered, and this Resolution is adopted, all with the intent that the laws of the State shall govern their construction.

Section 8. **Repealing Clause**. All resolutions or orders and parts thereof in conflict herewith, to the extent of such conflicts, are hereby superseded and repealed.

Section 9. Effective Date. This Resolution shall take effect immediately on the date of its 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 _____, 2023.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT “A”

Form of Line of Credit Agreement

LINE OF CREDIT AGREEMENT

This LINE OF CREDIT AGREEMENT (this "Agreement") is made and entered into as of October __, 2023 and is by and between NORTH BAY VILLAGE, FLORIDA, a Florida municipal corporation (the "Village") and FIRST HORIZON TE1, LLC, a Delaware limited liability company, and its successors and assigns, as initial Holder of the hereinafter defined 2023 Bond (the "Purchaser");

WHEREAS, on July 19, 2022, the Village Commission (the "Commission") of the Village adopted Resolution No. 2022-057 calling for a referendum (the "Referendum") in conjunction with a general election on November 8, 2022 to submit to the electorate of the Village a bond referendum to decide whether the Village should be authorized to issue not exceeding $60,000,000 in principal amount of general obligation bonds (the "Stormwater Bonds"), in one or more series, for the purpose of financing the costs of stormwater and related roadway improvements to mitigate the effects of sea level rise and flooding (the "Stormwater Project"); and

WHEREAS, at such special election on November 8, 2022, the issuance of the Stormwater Bonds was approved by the qualified electors of the Village in accordance with the applicable laws of the State of Florida (the "State"); and

WHEREAS, the Commission has authorized the issuance of the first series of the Stormwater Bonds in an amount not exceeding $10,000,000 (the "2023 Bond") for the purpose of financing a portion of the costs of the Stormwater Project, including but not limited to the purchase of land, planning and design costs and other stormwater and related roadway improvements (the "2023 Project"), and paying costs of issuance of the 2023 Bond; and

WHEREAS, on September 28, 2023, the Commission enacted Ordinance No. 2023-__ authorizing the issuance of the 2023 Bond and providing for a supplemental resolution setting forth the details of said 2023 Bond (the "2023 Ordinance"); and

WHEREAS, on September 28, 2023, the Commission enacted Resolution No. 2023-__ setting forth the details of the 2023 Bond, awarding the purchase of the 2023 Bond to the Purchaser, and authorizing the execution and delivery of a line of credit agreement with the Purchaser (the "Line of Credit Resolution" and, collectively with the 2023 Ordinance, the "2023 Bond Ordinance"); and

WHEREAS, pursuant to the Constitution and laws of the State, including, without limitation, Article VII, Section 12 of the Constitution, Chapter 166, Florida Statutes, as amended, the Village Charter (collectively, the "Act"), and the Referendum, the Village is duly authorized to issue the 2023 Bond and pledge the ad valorem taxes levied by the Village to the payment of the 2023 Bond; and

WHEREAS, the Village hereby determines that it is desirable and in the best interest of the Village to enter into this Agreement, and such other documents that are reasonably required by Purchaser in connection therewith, and pursuant thereto, the Village will borrow funds from

the Purchaser in the form of a line of credit and as evidenced by the 2023 Bond, which funds will be used for the Project; and

WHEREAS, the loan evidenced by the 2023 Bond and this Agreement (the "Loan") is intended to be tax-exempt and will finance the Project; and

WHEREAS, the 2023 Bond shall be issued pursuant to the terms and provisions of the 2023 Bond Ordinance and this Agreement; and

WHEREAS, the execution and delivery of this Agreement have been duly authorized by the 2023 Bond Ordinance.

NOW THEREFORE, in consideration of the sum of $10.00, the Loan, the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows.

ARTICLE I
DEFINITION OF TERMS

Section 1.1 **Definitions**.

The words and terms used in this Agreement shall have the meanings as set forth in the 2023 Bond Ordinance and in the recitals above, unless otherwise defined herein. Unless the context shall otherwise require, the following words and terms as used in this Agreement shall have the following meanings:

"Advance" means an advance of the 2023 Bond proceeds by the Purchaser to the Village pursuant to Section 4.1 hereof.

"Ad Valorem Revenues" means the ad valorem taxes levied upon the assessed property within the jurisdiction of the Village pursuant to the Referendum.

"Agreement" means this Line of Credit Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Bond Counsel" means an attorney at law or a firm of attorneys, selected by the Village, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on debt obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

"Bond Issuance Date" means the date of issuance and delivery of the 2023 Bond.

"Bond Payment Date" means each April 1 and October 1 of each year, commencing on April 1, 2024.

"Business Day" means any day which is not a Saturday, Sunday or other day on which the Purchaser is lawfully closed.

"Clerk" means the Clerk or any Deputy Clerk of the Village.

"Code" means the Internal Revenue Code of 1986, as amended, including the applicable regulations of the Department of the Treasury (including applicable final regulations, temporary regulations and proposed regulations), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings) and applicable court decisions.

"Conversion Date" means October 1, 2025.

"Construction Manager" means the person employed or retained by the Village to provide oversight of the Project and provide reports of the status of the Project, and which person shall also serve as the Purchaser's inspector of record for purposes of verifying requests for Advances by Village. The Construction Manager may be the Village's Engineer or other employee of the Village.

"Dated Date" means the date of issuance of the 2023 Bond.

"Event of Default" shall mean an event of default specified in Article VIII of this Agreement.

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the Village pursuant to general law.

"Governing Body" means the Village Commission of the Village, or its successor in function.

"Holder" or "Holders" means the registered owner(s) (or their authorized representatives) of the 2023 Bond from time to time, initially the Purchaser.

"Loan Documents" means this Agreement, the 2023 Bond, the 2023 Bond Ordinance and all other documents, agreements, certificates, schedules, notes, statements, and opinions, however described, referenced herein or executed or delivered pursuant hereto or in connection with or arising with the Loan or the transaction contemplated by this Agreement.

"Mayor" means the Mayor of the Village and such other person as may be authorized to act on his or her behalf.

"Notice of Advance" has the meaning set forth in Section 5.3(b) hereof.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"State" means the State of Florida.

"Supplemental Resolution" means any ordinance or resolution of the Village amending or supplementing the Line of Credit Resolution in accordance with the terms and provisions thereof.

"Tax Certificate" means the Tax Certificate executed and delivered by the City on the date hereof.

"Village Manager" means the Village Manager of the Village.

Section 1.2 **Interpretation.** Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

Section 1.3 **Titles and Headings.** The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II
REPRESENTATIONS OF VILLAGE

The Village represents and warrants to the Purchaser that:

Section 2.1 **Powers of Village.** The Village is duly organized and validly existing as a municipal corporation under the laws of the State. The Village has the power to borrow the amount provided for in this Agreement, to execute and deliver the Loan Documents, to secure the 2023 Bond in the manner contemplated hereby, and to perform and observe all the terms and conditions of the 2023 Bond and this Agreement on its part to be performed and observed. The Village may lawfully issue the 2023 Bond in order to obtain funds to finance the Project.

Section 2.2 **Authorization of Loan.** The Village has, had or will have, as the case may be, full legal right, power, and authority to adopt the Bond Ordinance and to execute and deliver this Agreement, to issue, sell, and deliver the 2023 Bond to the Purchaser, and to carry out and consummate all other transactions contemplated hereby and by the Loan Documents, and the Village has complied and will comply with all provisions of applicable law in all material matters relating to such transactions. The Village, by the 2023 Bond Ordinance, has duly authorized the borrowing of the amount provided for in this Agreement, the execution and delivery of this Agreement, and the making and delivery of the 2023 Bond to the Purchaser, and to that end the Village warrants that it will take all action and will do all things which it is authorized by law to take and to do in order to fulfill all covenants on its part to be performed and to provide for and to assure payment of the 2023 Bond in full, as set forth in this Agreement. The Village has duly adopted the 2023 Bond Ordinance and authorized the execution, delivery, and performance of the 2023 Bond and the Agreement and the taking of any and all other such

action by such authorized persons as may be required on the part of the Village to carry out, give effect to and consummate the transactions contemplated by the Loan Documents. The 2023 Bond has been duly authorized, executed, issued and delivered to the Purchaser and constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms and the terms of the 2023 Bond Ordinance, and the Purchaser is entitled to the benefits and security of the 2023 Bond Ordinance and this Agreement. All approvals, consents, and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the 2023 Bond or the execution and delivery of or the performance by the Village of its obligations under the Loan Documents have been obtained or made and any consents, approvals, and orders to be received or filings so made are in full force and effect.

Section 2.3 **Agreements.** The Village is not in default in any material respect under any agreement or other instrument to which it is a party or by which it may be bound. The making and performing by the Village of this Agreement will not violate any provision of the Act, any ordinance or resolution of the Village, or any regulation, order or decree of any court, and will not result in a breach of any of the terms of any agreement or instrument to which the Village is a party or by which the Village is bound. The Loan Documents constitute legal, valid and binding obligations of the Village enforceable in accordance with their respective terms.

Section 2.4 **Litigation, Etc.** There are no actions or proceedings pending against the Village or affecting the Village or, to the knowledge of the Village, threatened, which, either in any case or in the aggregate, might result in any material adverse change in the financial condition of the Village, or which question the validity of this Agreement, the 2023 Bond or any of the other Loan Documents or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

Section 2.5 **Financial Information.** The financial information regarding the Village furnished to the Purchaser by the Village in connection with the Loan is complete and accurate, and there has been no material and adverse change in the financial condition of the Village from that presented in such information. As of the date of delivery of this Agreement, the Village has outstanding other general obligation debt secured by ad valorem taxes levied upon the assessed property within the jurisdiction of the Village pursuant to various referenda other than the Referendum, as follows: (a) General Obligation Note, Series 2010, currently outstanding in the principal amount of $_____; (b) General Obligation Refunding Note, Series 2010, currently outstanding in the principal amount of $_____; (c) General Obligation Note, Series 2022, currently outstanding in the principal amount of $_____; and (d) General Obligation Note, Series 2023, currently outstanding in the principal amount of $7,500,000.

ARTICLE III
COVENANTS OF THE VILLAGE

Section 3.1 **Affirmative Covenants.** The Village covenants, for so long as any of the principal amount of or interest on the 2023 Bond is outstanding and unpaid or any duty or obligation of the Village hereunder or under any of the other Loan Documents remains unpaid or unperformed, as follows:

(a) **Use of Proceeds.** The Village covenants that the proceeds from the 2023 Bond will be used only to finance the Project and to pay closing costs.

(b) **Notice of Defaults.** The Village shall promptly, but in no event later than fifteen (15) days after it acquires knowledge thereof, notify the Purchaser in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Purchaser with such written notice, a detailed statement by a responsible officer of the Village of all relevant facts and the action being taken or proposed to be taken by the Village with respect thereto.

(c) **Records.** The Village agrees that any and all records of the Village shall be open to inspection by the Purchaser or its representatives at all reasonable times at the offices of the Village.

(d) **Maintain Existence.** The Village shall do all things lawfully within its power to maintain its existence as a municipal corporation of the State, and shall not voluntarily dissolve.

(e) **Notice of Liabilities.** The Village shall promptly inform the Purchaser of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of the Village.

(f) **Comply with Laws.** The Village is in compliance with and shall comply with all applicable federal, state and local laws and regulatory requirements.

(g) **Taxes.** In the event the 2023 Bond, this Agreement or any other Loan Document should be subject to the excise tax on documents or the intangible personal property tax, or any similar tax, of the State of Florida, the Village shall pay such taxes or reimburse the Purchaser for any such taxes paid by it.

(h) **Investments.** The Village shall invest only in obligations permitted by Section 218.345, Florida Statutes.

(i) **Construction Manager.** Village shall retain a Construction Manager to oversee the construction of the Project and provide reports on the status thereof, which reports shall be made available to Purchaser, including, without limitation, in connection with a request by the Village for an Advance. The Village shall be responsible for all fees and costs associated with such Construction Manager.

Section 3.2 **Purchaser Fees and Expenses.** The Village hereby agrees to the fees of counsel to the Purchaser in connection with the issuance of the 2023 Bond in the amount of $6,000.00, said amount to be due and payable upon the issuance of the 2023 Bond.

Section 3.3 **Registration and Exchange of 2023 Bond; Persons Treated as Holders.** So long as the 2023 Bond shall remain unpaid, the Village will keep books for the registration and transfer of the 2023 Bond. The 2023 Bond shall be transferable only upon such registration

books. The Village will transfer the registration of 2023 Bond upon written request of the Purchaser specifying the name, address and taxpayer identification number of the transferee.

The Person in whose name the 2023 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on the 2023 Bond shall be made only to or upon the written order of such Person. All such payments shall be valid and effectual to satisfy and discharge the liability upon the 2023 Bond to the extent of the sum or sums so paid.

Section 3.4 **Payment of Principal and Interest.** The Village promises that it will promptly pay the principal of and interest on the 2023 Bond, as well as any applicable fees, at the place, on the dates and in the manner provided herein according to the true intent and meaning hereof, provided that the principal of and interest on the 2023 Bond is secured solely as provided in Section 3.5 hereof, and nothing herein, in the 2023 Bond or in the 2023 Bond Ordinance shall be construed as pledging any funds or assets of the Village to such payment or authorizing such payment to be made from any other source

Section 3.5 **Pledge of Ad Valorem Revenues.** In each fiscal year while the 2023 Bond is outstanding there shall be assessed, levied and collected an ad valorem tax, without limitation as to rate or amount, on all taxable property within the corporate limits of the Village (excluding exemptions as provided by applicable law), in addition to all other taxes, sufficient in amount to pay the principal of and interest on the 2023 Bond as the same shall become due and payable.

The ad valorem tax assessed, levied and collected for the security and payment of the 2023 Bond shall be assessed, levied and collected in the same manner and at the same time as other taxes are assessed, levied and collected and the proceeds of said tax shall be applied solely to the payment of the principal of and interest on the 2023 Bond, as well as any applicable fees.

The full faith, credit and taxing power of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on the 2023 Bond as the same shall become due and payable, as well as any applicable fees.

The Holder shall have a first lien on the ad valorem taxes pledged hereunder (including the proceeds derived from the sale of tax certificates in the event of a delinquency in such payment of taxes) and the other monies, if any, on deposit in the funds and accounts created hereunder, including all earnings thereon.

The Village will diligently enforce its right to receive tax revenues and will diligently enforce and collect such taxes. The Village will not take any action that will impair or adversely affect its rights to levy, collect and receive said taxes, or impair or adversely affect in any manner the pledge made herein or the rights of the Holder.

To the extent the Ad Valorem Revenues are comingled with other ad valorem revenues levied and collected to pay debt service on any other debt or obligation secured by or payable from ad valorem revenues, the Village agrees to pay the principal of and interest on the 2023 Bond on a pro rata (pari passu) basis with any other debt or obligation secured by or payable from the total ad valorem revenues collected for such purpose. Any and all other debt or

obligation currently secured by or payable from the total ad valorem revenues of the Village has been disclosed to the Purchaser in writing pursuant to Section 2.5.

Section 3.6 **Prepayment.** The Village shall be entitled to prepay the 2023 Bond prior to maturity in whole or in part at any time at a price of par plus accrued interest to the date of prepayment, upon written notice to the Holder given by the Village at least five (5) Business Days prior to the date fixed for prepayment.

Section 3.7 **Business Days.** In any case where the due date of interest on or principal of the 2023 Bond is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Purchaser.

Section 3.8 **Officers and Employees of the Village Exempt from Personal Liability.** No recourse under or upon any obligation, covenant or agreement of this Agreement or the 2023 Bond or for any claim based thereon or otherwise in respect thereof, shall be had against any Commission member of the Village, or any officer, agent or employee, as such, of the Village past, present or future, it being expressly understood (a) that the obligation of the Village under this Agreement and the 2023 Bond is solely a corporate one, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Commission, or the officers, agents, or employees, as such, of the Village, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (c) that any and all such personal liability of, and any and all such rights and claims against, every such Commission member of the Village, and every officer, agent, or employee, as such, of the Village under or by reason of the obligations, covenants or agreements contained in this Agreement, or implied therefrom, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the 2023 Bond on the part of the Village.

Section 3.9 **2023 Bond Mutilated, Destroyed, Stolen or Lost.** In case the 2023 Bond shall become mutilated, or be destroyed, stolen or lost, the Village shall issue and deliver a new 2023 Bond of like tenor as the 2023 Bond so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated 2023 Bond, or in lieu of and in substitution for the 2023 Bond destroyed, stolen or lost and upon the Holder furnishing the Village proof of ownership thereof and indemnity reasonably satisfactory to the Village and complying with such other reasonable regulations and conditions as the Village may prescribe and paying such expenses as the Village may incur. The 2023 Bond so surrendered shall be canceled.

Section 3.10 **Tax Representations, Warranties and Covenants of the Village**. Notwithstanding anything herein to the contrary, the Village hereby covenants and represents that it has taken and caused to be taken and shall make and take and cause to be made and taken all actions that may be required of it for the interest on the 2023 Bond to be and remain excluded from the gross income of the Holder for federal income tax purposes, and that to the best of its knowledge it has not taken or permitted to be taken on its behalf, and covenants that to the best of its ability and within its control, it shall not make or take, or permit to be made or taken on its behalf, any action which, if made or taken, would adversely affect such exclusion under the provisions of the Code.

The Village acknowledges that the continued exclusion of interest on the 2023 Bond from gross income for federal income tax purposes depends, in part, upon compliance with the arbitrage limitations imposed by Sections 103(b)(2) and 148 of the Code. The Village hereby acknowledges responsibility to take all reasonable actions necessary to comply with these requirements. The Village hereby agrees and covenants that it shall not permit at any time or times any of the proceeds of the 2023 Bond or other funds of the Village to be intentionally used, directly or indirectly, to acquire or to replace funds which were used directly or indirectly to acquire any higher yielding investments (as defined in Section 148 of the Code), the acquisition of which would cause the 2023 Bond to be an arbitrage bond for purposes of Sections 103(b)(2) and 148 of the Code. The Village further agrees and covenants that it shall do and perform all acts and things necessary in order to assure that the requirements of Sections 103(b)(2) and 148 of the Code are met.

Specifically, without intending to limit in any way the generality of the foregoing, the Village covenants and agrees:

(a) to pay to the United States of America at the times required pursuant to Section 148(f) of the Code, the excess of the amount earned on all non-purpose investments (as defined in Section 148(f)(6) of the Code) (other than investments attributed to an excess described in this sentence) over the amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield on the 2023 Bond, plus any income attributable to such excess (the "Rebate Amount");

(b) to maintain and retain all records pertaining to and to be responsible for making or causing to be made all determinations and calculations of the Rebate Amount and required payments of the Rebate Amount as shall be necessary to comply with the Code; and

(c) to comply with all representations and restrictions contained in any Tax Certificate executed by the Village in connection with the 2023 Bond.

The Village understands that the foregoing covenants impose continuing obligations on it to comply with the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of the Code so long as such requirements are applicable.

Section 3.11 **Additional Tax Covenants of the Village.** For so long as the 2023 Bond remains outstanding, the Village hereby covenants as follows:

(a) It will comply with, and timely make or cause to be made all filings required by, all effective rules, rulings or regulations promulgated by the Department of the Treasury or the Internal Revenue Service;

(b) It will not use, invest, direct or permit the investment of the proceeds of the 2023 Bond or any investment earnings thereon in a manner that will result in such 2023 Bond becoming a "private activity bond" within the meaning of Sections 141 and 145 of the Code;

(c) It will not use or permit to be used more than ten percent (10%) of the proceeds of the 2023 Bond (including any amounts used to pay costs associated with issuing such 2023 Bond), including all investment income earned on such proceeds directly or indirectly,

in any trade or business carried on by any person who is not the Village or a state or political subdivision or instrumentality thereof as those terms are used in Section 103 of the Code (an "Exempt Person");

(d) It will not use or permit the use of any portion of the proceeds of the 2023 Bond, including all investment income earned on such proceeds, directly or indirectly, to make or finance loans to persons who are not Exempt Persons;

(e) It has not entered into, and will not enter into, any arrangement with any person or organization (other than an Exempt Person) which provides for such person or organization to manage, operate, or provide services with respect to more than 10% of the project financed with the proceeds of the 2023 Bond (a "Service Contract"), unless the guidelines set forth in Revenue Procedure 2017-13 (or the guidelines set forth in Revenue Procedure 93-19, to the extent applicable, or any new, revised or additional guidelines applicable to Service Contracts) (the "Guidelines"), are satisfied, except to the extent it obtains a private letter ruling from the Internal Revenue Service or an opinion of nationally recognized Bond Counsel which allows for a variation from the Guidelines;

(f) It will not cause the 2023 Bond to be treated as "federally guaranteed" for purposes of Section 149 of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149 of the Code. For purposes of this paragraph, the 2023 Bond shall be treated as "federally guaranteed" if (i) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (ii) 5% or more of the proceeds of the 2023 Bond will be (A) used in making loans the payment of principal or interest with respect to which is to be guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (B) invested directly or indirectly in federally insured deposits or accounts, and (iii) such guarantee is not described in Section 149(b)(3) of the Code; and

(g) It will comply with the information reporting requirements of Section 149(e)(2) of the Code.

The terms "debt service," "gross proceeds," "net proceeds," "proceeds," and "yield" have the meanings assigned to them for purposes of Section 148 of the Code.

ARTICLE IV
CONDITIONS OF LENDING

Section 4.1 **Conditions of Lending.** The obligations of the Purchaser to lend hereunder are subject to the following conditions precedent:

(a) **No Default.** On the date of each Advance hereunder, the Village shall be in compliance with all the terms and provisions set forth in the Loan Documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.

(b) **Supporting Documents on Bond Issuance Date.** On the Bond Issuance Date, the Purchaser shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Purchaser (such satisfaction to be evidenced by the purchase of the 2023 Bond by the Purchaser):

(i) The opinion of the Village Attorney regarding the due authorization, execution, delivery, validity and enforceability of the 2023 Bond Ordinance, this Agreement, and the 2023 Bond, the Village's power to incur the debt evidenced by the 2023 Bond and the due adoption of the 2023 Bond Ordinance;

(ii) The opinion of Bond Counsel to the effect that the interest on the 2023 Bond is excluded from gross income for federal income tax purposes and is not an item of tax preference under Section 57 of the Code;

(iii) The fully executed Tax Certificate;

(iv) A copy of a completed and executed form 8038-G to be filed with the Internal Revenue Service;

(v) Certified copies of the 2023 Bond Ordinance;

(vi) A certificate or certificates of the Village relating to (i) the 2023 Bond Ordinance authorizing the execution, delivery and performance of the Village with respect to the 2023 Bonds, (ii) incumbency and specimen signatures of officers, and (iii) such other matters as the Purchaser may reasonably require;

(vii) A certificate of the Village certifying that there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body pending, or, to the best knowledge of the Village, threatened against or affecting the Village wherein an unfavorable decision, ruling or finding would adversely affect (i) the transactions contemplated by, or the validity or enforceability of, the 2023 Bond Ordinance or (ii) the tax-exempt status of the interest portion of the Bonds; and

(viii) Such additional supporting documents as the Purchaser may reasonably request, including, without limitation, such documents from the Construction Manager to support a request for the initial Advance on the Bond Issuance Date.

All opinions and certificates shall be in form and substance reasonably acceptable to the Purchaser and its counsel.

ARTICLE V
THE LOAN; VILLAGE'S OBLIGATION; DESCRIPTION AND PAYMENT TERMS

Section 5.1 **The Loan.** The Purchaser hereby agrees to loan to the Village an amount not to exceed $10,000,000.00 to be evidenced by the 2023 Bond, to provide funds to finance the Project and to pay closing costs, upon the terms and conditions set forth in the 2023 Bond Ordinance and in this Agreement. The Village agrees to repay the principal amount borrowed plus interest thereon, upon the terms and conditions set forth in the Loan Documents.

Section 5.2 **Description and Payment Terms of the 2023 Bond.** To evidence the Loan, the Village shall issue and deliver to the Purchaser the 2023 Bond in the form attached hereto as Exhibit "A".

Section 5.3 **Advances and Application of 2023 Bond Proceeds.**

(a) If a Notice of Advance is approved by the Purchaser, the proceeds of the 2023 Bond shall be disbursed by the Purchaser by making Advances from time to time in an aggregate principal amount not exceeding $10,000,000.00, provided that no Advance shall be made after the Conversion Date. Funds comprising an Advance that are subsequently repaid cannot be re-lent. A Notice of Advance shall not be required for the first Advance made on the Bond Issuance Date.

(b) The Village may request an Advance by delivering to the Purchaser at least five (5) Business Days prior to the date on which the Advance is requested to be funded a written request signed by either the Mayor, the Village Manager or the Finance Director of the Village (each such request, a "Notice of Advance"), in the form attached hereto as Exhibit "B", (i) specifying the Business Day on which the funding of the Advance is requested; (ii) specifying the amount of the Advance requested; (iii) stating that to the best of the signer's knowledge, no Event of Default under this Agreement has occurred and is continuing (which has not been cured or waived) and no event which, with the giving of notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing. In addition, the Village shall provide such reports or other documents from the Construction Manager to support the Advance.

(c) Upon receipt of a Notice of Advance that complies with 5.3(b) hereof, and provided that Purchaser has received the required supporting documentation and has otherwise approved the request for the Advance, which approval shall not be unreasonably withheld, the Purchaser shall fund the Advance requested prior to 11:00 a.m. on the later of the succeeding Business Day or the date such Advance is requested to be funded. On the date the Advance is to be funded, the Purchaser shall make available the amount of the Advance requested in immediately available funds.

(d) A Notice of Advance may be revoked by the Village upon delivery of a written notice delivered to the Purchaser not later than 9:00 a.m. on the date the proposed Advance is to be funded.

(e) There is hereby created a fund entitled "North Bay Village, Florida General Obligation Bond, Series 2023 Project Fund" (the "2023 Project Fund"). Sufficient proceeds received from the first Advance on the Bond Issuance Date shall be applied by the Village to pay or reimburse the Village for costs of issuance of the 2023 Bond. All other proceeds received from the first Advance, as well as proceeds received from all subsequent Advances, shall be deposited in the 2023 Project Fund, and shall be used only in connection with the 2023 Project.

(f) The 2023 Project Fund shall be kept separate and apart from all other funds of the Village and the moneys on deposit therein shall be withdrawn, used and applied by the Village solely for the purposes set forth herein. Pending such application, the 2023 Project

Fund shall be subject to the lien of the Holder of the 2023 Bond for the payment of the principal of and interest on the 2023 Bond.

(g) Pending their use, the proceeds in the 2023 Project Fund shall be invested as provided in Section 3.1(h) hereof. Subject to Sections 3.10 and 3.11 hereof, any income received upon such investment shall be retained in the 2023 Project Fund and applied to costs of the 2023 Project or, at the option of the Village, deposited in the 2023 Bond Fund and used to pay interest on the 2023 Bond until completion of the 2023 Project. Subject to Section 3.11 hereof, after the completion of the 2023 Project, any remaining balance in the 2023 Project Fund shall be deposited into the 2023 Bond Fund and used solely to pay debt service on the 2023 Bond and the 2023 Project Fund will be closed.

(h) The registered Holder shall have no responsibility for the use of the proceeds of the 2023 Bond, and the use of such 2023 Bond proceeds by the Village shall in no way affect the rights of such registered Holder. The Village shall be obligated to apply the proceeds of the 2023 Bond solely for financing costs of the Project. However, the Village shall be irrevocably obligated to continue to pay the principal of and interest on the 2023 Bond notwithstanding any failure of the Village to use and apply such 2023 Bond proceeds in the manner provided herein.

ARTICLE VI
CREATION AND USE OF FUNDS AND ACCOUNTS

Section 6.1 **2023 Bond Fund.** There is hereby created a fund, entitled "North Bay Village, Florida, General Obligation Bond, Series 2023 Bond Fund" (the "2023 Bond Fund"). There shall be deposited into the 2023 Bond Fund on each Bond Payment Date sufficient amounts of Ad Valorem Revenues as specified in Section 3.5 hereof which, together with the amounts already on deposit therein, will enable the Village to pay the principal of and interest on the 2023 Bond on each Bond Payment Date. Moneys in the 2023 Bond Fund shall be applied on each Bond Payment Date to the payment of principal of and interest on the 2023 Bond coming due on each such date.

Section 6.2 **Funds.** Each of the funds and accounts herein established and created shall constitute trust funds for the purposes provided herein for such funds and accounts respectively. The money in such funds and accounts shall be continuously secured in the same manner as deposits of Village funds are authorized to be secured by the laws of the State of Florida.

The designation and establishment of the funds and accounts in and by this Agreement shall not be construed to require the establishment of any completely independent, self-balancing funds, as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Village for the purposes herein provided and to establish certain priorities for application of such revenues and assets.

Section 6.3 **Rebate Fund and Rebate Covenants.** There is hereby created and established a fund to be held by the Village, designated the "North Bay Village, Florida General

Obligation Bond, Series 2023 Rebate Fund" (the "Rebate Fund"). The Rebate Fund shall be held by the Village separate and apart from all other funds and accounts held by the Village under this Agreement and from all other moneys of the Village.

Notwithstanding anything in this Agreement to the contrary, the Village shall transfer to the Rebate Fund the amounts required to be transferred in order to comply with the Tax Certificate or the Rebate Covenants, if any, attached as an Exhibit to the Tax Certificate to be delivered by the Village on the date of delivery of the 2023 Bond (the "Rebate Covenants"), when such amounts are so required to be transferred. The Village Manager shall make or cause to be made payments from the Rebate Fund of amounts required to be deposited therein to the United States of America in the amounts and at the times required by the Rebate Covenants. The Village covenants for the benefit of the Holders that it will comply with the Rebate Covenants. The Rebate Fund, together with all moneys and securities from time to time held therein and all investment earnings derived therefrom, shall be excluded from the pledge and lien of this Agreement. The Village shall not be required to comply with the requirements of this Section 6.3 in the event that the Village obtains an opinion of Bond Counsel that (i) such compliance is not required in order to maintain the federal income tax exemption of interest on the 2023 Bond and/or (ii) compliance with some other requirement is necessary to maintain the federal income tax exemption of interest on the 2023 Bond.

ARTICLE VII
SPECIAL COVENANTS

Section 7.1 **Financial Statements.** The Village shall, upon receipt by the Village or within two hundred seventy (270) days of each Fiscal Year end, whichever is sooner, provide the Holder with a printed copy of its Comprehensive Annual Financial Report and its current year operating budget. The Village shall also provide to the Holder any other financial information reasonably requested by such Holder.

ARTICLE VIII
EVENTS OF DEFAULT

Section 8.1 **General.** An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The Village shall fail to make any payment of the principal of or interest on the 2023 Bond after the same shall become due and payable, whether by maturity, by acceleration at the discretion of the Purchaser as provided for in Section 8.2, or otherwise; or

(b) The Village shall default in the performance of or compliance with any term or covenant contained in the Loan Documents and that default or non-compliance shall continue and not be cured within sixty (60) days after (i) notice thereof to the Village by the Purchaser; or (ii) the Purchaser is notified of such noncompliance or should have been so notified pursuant to the provisions of Section 3.1(b) of this Agreement, whichever is earlier; provided, however, that this Section 8.1(b) shall not apply to Section 8.1(a) or (c) through (f) hereof; or

(c) Any representation or warranty made in writing by or on behalf of the Village in any Loan Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(d) The Village admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself;

(e) The Village is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by or against the Village, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Village, a receiver or trustee of the Village or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or

(f) A default or event of default occurs with respect to any other note, bond or other obligation of the Village secured by ad valorem revenues, or under any loan documentation executed in connection therewith.

Section 8.2 **Remedies; Rights of Holder.** If any Event of Default shall have occurred and be continuing, the Holder or any trustee or receiver acting for the Holder may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted and contained in this Agreement, and may enforce and compel the performance of all duties required by this Agreement or by any applicable statutes to be performed by the Village or by any officer thereof; provided, however, that, except as provided below, neither the Holder nor any trustee or receiver shall have the right to declare the 2023 Bond immediately due and payable. No remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. In the event the Village grants the holder of any other general obligation debt secured by a pledge of ad valorem revenues the right to declare the entire amount of such general obligation debt immediately due and payable upon an Event of Default thereunder, and such holder exercises its right to accelerate such general obligation debt, the Village shall grant the same right to the Holder.

The Village shall be liable for all reasonable costs incurred by the Holder in the enforcement of its remedies hereunder which costs shall be documented and provided to the Village.

No delay or omission by the Holder to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver by the Holder of any Event of Default hereunder shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

The Village shall promptly notify the Holder of any default or Event of Default hereunder, such notice providing the date of such default or Event of Default and a brief description of such default or Event of Default.

ARTICLE IX
MISCELLANEOUS

Section 9.1 **No Waiver; Cumulative Remedies.** No failure or delay on the part of the Purchaser in exercising any right, power, remedy hereunder, or under the 2023 Bond or other Loan Documents shall operate as a waiver of the Purchaser's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 9.2 **Amendments, Changes or Modifications to the Agreement.** This Agreement shall not be amended, changed or modified except by written instrument between the Purchaser and the Village. The Village agrees to pay all of the Purchaser's reasonable costs and reasonable attorneys' fees incurred in modifying and/or amending this Agreement at the Village's request or behest.

Section 9.3 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 9.4 **Severability.** If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 9.5 **Term of Agreement.** Except as otherwise specified in this Agreement, this Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the Village in connection herewith shall be in full force and effect from the date hereof and shall continue in effect until as long as the 2023 Bond is outstanding.

Section 9.6 **Notices.** All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method (provided customary evidence of receipt is obtained); the day after it is sent, if sent by overnight common carrier service; and five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to:

If to the Village:	Village Manager North Bay Village 1666 Kennedy Causeway, Suite 300 North Bay Village, FL.33141
If to the Purchaser:	First Horizon TE1, LLC c/o First Horizon Bank 18841 NE 29th Avenue Aventura, FL 33180 Attention: Jose Alonso, Senior Vice President

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Section 9.6.

Section 9.7 **Applicable Law.** For purposes of this Agreement, Florida law shall govern the terms of this Agreement. Venue shall be in Miami-Dade County, Florida.

Section 9.8 **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. The Village shall have no rights to assign any of their rights or obligations hereunder without the prior written consent of the Purchaser.

Section 9.9 **Conflict.** In the event any conflict arises between the terms of this Agreement and the terms of any other Loan Document, the terms of this Agreement shall govern in all instances of such conflict.

Section 9.10 **No Third Party Beneficiaries.** It is the intent and agreement of the parties hereto that this Agreement is solely for the benefit of the parties hereto and their respective successors in interest and permitted assigns, and no other person not a party hereto shall have any rights or privileges hereunder.

Section 9.11 **Entire Agreement.** Except as otherwise expressly provided, this Agreement and the other Loan Documents embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

Section 9.12 **Further Assurances.** The parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements or instruments and shall cooperate with one another in all respects for the purpose of carrying out the transactions contemplated by this Agreement.

Section 9.13 **Waiver of Right to Trial By Jury**. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR THE LOAN EVIDENCED BY THE 2023 BOND OR ANY LOAN DOCUMENT EXECUTED IN CONNECTION HEREWITH OR IN THE FUTURE, OR ANY COURSE OF CONDUCT,

COURSE OF DEALING, STATEMENTS (WHETHER WRITTEN OR ORAL) OR ACTIONS OF THE PARTIES, AND THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PURCHASER ENTERING INTO THIS AGREEMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective between them as of the date of first set forth above.

NORTH BAY VILLAGE, FLORIDA, a Florida municipal corporation

By: _____
Name: Brent Latham
Title: Mayor

ATTEST:

_____
Alba Chang, CMC
Village Clerk

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

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

FIRST HORIZON TE1, LLC, a Delaware limited liability company

By: First Horizon Bank, a Tennessee banking corporation, its Attorney-in-Fact, with full power of substitution

By: _____
Name: Jose Alonso
Title: Senior Vice President

[Signature Page to Line of Credit Agreement]

EXHIBIT "A"

No. R-1

UNITED STATES OF AMERICA
STATE OF FLORIDA
NORTH BAY VILLAGE, FLORIDA
GENERAL OBLIGATION BOND, SERIES 2023

Registered Holder: First Horizon TE1, LLC

Principal Amount: The lesser of (i) TEN MILLION AND 00/100 DOLLARS ($10,000,000.00) or (ii) the Advances made under the Line of Credit Agreement (as hereinafter defined)

KNOW ALL MEN BY THESE PRESENTS, that North Bay Village, Florida (the "Village"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay to the Registered Holder shown above, or registered assigns (hereinafter, the "Purchaser" or the "Holder"), from the sources hereinafter provided, the Principal Amount specified above or so much thereof as has been advanced and is outstanding. Subject to the rights of prior prepayment described in this Bond, this Bond shall mature on October 1, 2030 (the "Maturity Date"). Payments due hereunder shall be made no later than 2:00 p.m. on the date due, free and clear of any defenses, set-offs, counterclaims, or withholding or deductions for taxes.

This Bond is issued under authority of and in full compliance with (i) the Constitution and laws of the State of Florida, including particularly Part II of Chapter 166, Florida Statutes, as amended, the Charter of the Village, Ordinance No. 2023- ___ enacted on September 28, 2023 (the "Ordinance") and Resolution No. 2023-_____ adopted on September 28, 2023 (the "Line of Credit Resolution"), for the purpose of financing a portion of the costs of stormwater and related roadway improvements to mitigate the effects of sea level rise and flooding (the "Stormwater Project"), including but not limited to the purchase of land, planning and design costs and other stormwater and related roadway improvements (the "2023 Project"), and paying costs of issuance of the Bond, and (ii) a Line of Credit Agreement, dated of even date herewith, between the Village and the Purchaser (the "Line of Credit Agreement") and is subject to all the terms and conditions of the Line of Credit Agreement. All terms, conditions and provisions of the Line of Credit Agreement are by this reference incorporated herein as a part of this Bond. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Line of Credit Agreement.

Subject to adjustment as provided below, this Bond shall bear interest on the outstanding principal balance as follows:

(a) From its date of issuance to September 30, 2025 (the "Initial Interest Rate Period"), the interest rate shall equal to 82.5% of the CME Term SOFR Rate plus 1.45%. The

CME Term SOFR Rate is subject to adjustment from time to time based on changes to the CME Term SOFR Rate. Such adjustments shall be made on the first (1st) day of every month, beginning November 1, 2023.

(i) "CME Term SOFR Rate" shall mean the rate per annum equal to the forward looking term secured overnight financing rate for a one (1) month tenor administered by CME Group Benchmark Administration Ltd (or a successor administrator) and published on the applicable Bloomberg screen page (or such other commercially available source providing such quotations as may be designated by the Holder from time to time) that is two (2) SIFMA Business Days prior to the first day of each month.

(ii) "SIFMA Business Days" means any day except for Saturday, Sunday or a day in which the Securities Industry and Financial Market Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

(iii) Interest on this Bond during the Initial Interest Rate Period shall be calculated on the basis of a 360 day year for the actual number of days elapsed.

(iv) If a payment falls on a non-SIFMA Business Day, the payment date will be adjusted to the next succeeding SIFMA Business Day.

(v) If the Holder determines (which determination shall be conclusive and binding upon the Village absent manifest error) that: adequate and reasonable means do not exist for ascertaining the CME Term SOFR Rate including, without limitation, because the CME Term SOFR Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or CME Group Benchmark Administration Limited or any successor administrator of the CME Term SOFR Rate or a governmental entity having or purporting to have jurisdiction over the Holder or such administrator has made a public statement identifying a specific date after which the CME Term SOFR Rate shall or will no longer be representative or made available, or used for determining the interest rate of loans, or shall or will otherwise cease; provided that, at the time of such statement, there is no successor administrator that is satisfactory to the Holder, that will continue to provide such applicable CME Term SOFR Rate after such specific date; then, the Holder may require that this Bond be deemed amended solely for the purpose of replacing the CME Term SOFR Rate with another alternate benchmark rate, which shall be the sum of an alternate benchmark rate, and a benchmark rate spread adjustment (which may be a positive or negative value or zero), selected by the Holder giving due consideration to (i) any evolving or then-existing market convention for determining a rate of interest and spread adjustment, or method for calculating such spread adjustment, for the replacement for the then-current benchmark rate for U.S. dollar-denominated syndicated or bilateral credit facilities at such time, or (ii) as may be necessary or appropriate in the opinion of the Holder to achieve

a final all-in interest rate substantially equivalent to that in effect prior to the cessation of the CME Term SOFR Rate (the "Successor Rate"). Such Successor Rate will become effective at 5:00 p.m. on the fifth (5th) Business Day after the date notice of such Successor Rate is provided to the Village without any formal amendment to this Bond or the Line of Credit Agreement or further action or consent of the Village.

Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than zero, the Successor Rate will be deemed to be zero for the purposes of this Bond and the other Loan Documents.

In connection with the implementation of a Successor Rate, the Holder will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of the Holder or the Village. "Conforming Changes" shall mean with respect to any Successor Rate, any technical, administrative or operational changes, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment or other matters as may be appropriate, in the discretion of the Holder, to reflect the adoption and implementation of such Successor Rate. Any Successor Rate shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for the Holder, such Successor Rate shall be applied in a manner as otherwise reasonably determined by the Holder.

(b) Commencing on October 1, 2025 (the "Conversion Date") through the Maturity Date of this Bond (the "Second Interest Rate Period"), the interest rate shall be adjusted to a fixed rate equal to the prevailing rate on a 5-year U.S. Treasury Note as of the day prior to the Conversion Date, plus 0.79%. Interest on this Bond during the Second Interest Rate Period shall be calculated on the basis of a 360 day year consisting of twelve 30-day months.

During the Initial Interest Rate Period, interest only shall be payable on this Bond semiannually on each April 1 and October 1 of each year, commencing on April 1, 2024 (the "Initial Interest Rate Period Payment Dates").

During the Second Interest Rate Period, this Bond shall be subject to semiannual principal amortization and interest payments, payable on each April 1 and October 1 of each year, commencing April 1, 2026 (the "Second Interest Rate Period Payment Dates" and collectively with the Initial Interest Rate Period Payment Dates, the "Payment Dates"). The schedule of principal and interest payments due on each of the Second Interest Rate Period Payment Dates shall be determined on the Conversion Date, after the last Advance (as defined in the Line of Credit Agreement) has been made in accordance with Section 5.3 of the Line of Credit Agreement. The schedule shall be determined based on a five (5) year amortization schedule of substantially level payments of principal and interest calculated based upon the principal amount of the Bond that has been Advanced hereunder and under the Line of Credit Agreement, with a final payment due and payable on the Maturity Date. The Holder shall

provide the Village with a copy of such amortization schedule on or prior to the Conversion Date.

In the event a Determination of Taxability shall have occurred as a result of any act or omission of the Village, the rate of interest on this Bond shall be increased to a rate per annum equal to the Taxable Rate, effective retroactively to the date on which the interest payable on this Bond is includable for federal income tax purposes in the gross income of the Holder thereof. In addition, the Holder of this Bond or any former Holder of this Bond, as appropriate, shall be paid an amount equal to any additions to tax, interest and penalties, and any arrears in interest that are required to be paid to the United States by the Holder or former Holder of this Bond as a result of such Determination of Taxability. All such additional interest, additions to tax, penalties and interest shall be paid by the Village on the next succeeding Interest Payment Date following the Determination of Taxability. A "Determination of Taxability" shall mean (i) the issuance by the Internal Revenue Service of a statutory notice of deficiency or other written notification which holds in effect that any portion of the interest payable on this Bond is includable for federal income tax purposes in the gross income of the Holder thereof, which notice or notification is not contested with the Internal Revenue Service by either the Village or the Holder of this Bond, or (ii) a determination by a court of competent jurisdiction that any portion of the interest payable on this Bond is includable for federal income tax purposes in the gross income of the Holder thereof, which determination either is final and non-appealable or is not appealed within the requisite time period for appeal, or (iii) the admission in writing by the Village to the effect that any portion of the interest on Bond is includable for federal income tax purposes in the gross income of the Holder thereof. "Taxable Rate" shall mean, upon a Determination of Taxability, the interest rate per annum that shall provide the Holder with the same after tax yield that the Holder would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Holder as a result of such Determination of Taxability. The Holder shall provide the Village with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Village.

The principal of and interest on this Bond are payable in lawful money of the United States of America by wire transfer or by certified check delivered on or prior to the date due to the registered Holder or his legal representative at the address of the Holder as it appears on the registration books of the Village.

This Bond is subject to optional prepayment, upon at least two (2) Business Days prior written notice to the Holders of the Bond, in whole or in part at any time at a price of par, plus accrued interest to the date of prepayment.

The full faith, credit and taxing power of the Village are pledged to the punctual payment of the principal of and interest on this Bond, as the same shall become due and payable.

Reference is hereby made to the Line of Credit Agreement for the provisions, among others, relating to the terms, lien and security of the Bond, the custody and application of the proceeds of the Bond, the rights and remedies of the Holder of the Bond, and the extent of and limitations on the Village's rights, duties and obligations, to all of which provisions the Holder hereof for himself and his successors in interest assents by acceptance of this Bond.

The original registered Holder, and each successive registered Holder of this Bond shall be conclusively deemed to have agreed and consented to the following terms and conditions:

1. The Village shall keep books for the registration of Bond and for the registration of transfers of the Bond as provided in the Line of Credit Agreement. The Bond may be transferred or exchanged upon the registration books kept by the Village, upon delivery to the Village, together with written instructions as to the details of the transfer or exchange, of such Bond in form satisfactory to the Village The Holder reserves the right in its sole discretion to assign, sell, pledge or participate interests in this Bond without the consent of the Village, so long as such transfer complies with the Securities Act of 1933, as amended. The Holder may transfer this Bond in whole, but not in part, to any "qualified institutional buyer" as defined under Rule 144A of the Securities Act of 1933, as amended, and to any affiliate or subsidiary of the Holder. This Bond may be exchanged for one or more Bonds of the same aggregate principal amount and maturity and in denominations in integral multiples of $100,000 (except that an odd lot is permitted to complete the outstanding principal balance). No transfer or exchange of this Bond shall be effective until entered on the registration books maintained by the Village.

2. The Village may deem and treat the person in whose name the Bond shall be registered upon the books of the Village as the absolute Holder of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond as they become due, and for all other purposes. All such payments so made to any such Holder or upon its order shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid.

3. In all cases in which the privilege of exchanging this Bond or transferring this Bond is exercised, the Village shall execute and deliver a Bond in accordance with the provisions of the Line of Credit Agreement. There shall be no charge for any such exchange or transfer of this Bond, but the Village may require payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. The Village shall not be required to transfer or exchange this Bond for a period of fifteen (15) days next preceding a Payment Date on this Bond.

4. This Bond, the principal and interest of which has been paid, either at or prior to maturity, shall be delivered to the Village when such payment is made, and shall thereupon be cancelled. In case part, but not all of this Bond shall be prepaid, this Bond shall not be surrendered in exchange for a new Bond, but the Village shall make a notation indicating the remaining outstanding principal of this Bond upon the registration books. This Bond so redesignated shall have the remaining principal as provided on such registration books and shall be deemed to have been issued in the denomination of the outstanding principal balance, which shall be an authorized denomination.

It is further agreed between the Village and the Holder of this Bond that neither the members of the Governing Body of the Village nor any person executing the Bond shall be liable personally on the Bond by reason of its issuance.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

[signature page follows]

IN WITNESS WHEREOF, North Bay Village, Florida has caused this Bond to be executed in its name by the manual signature of its Mayor, and attested by the manual signature of its Clerk and its corporate seal or a facsimile thereof affixed hereto or imprinted or reproduced hereon, all as of this ____ day of October, 2023.

NORTH BAY VILLAGE, FLORIDA

By:_____
Mayor

[SEAL]

ATTEST:

By: _____
Village Clerk

[Signature page to Bond]

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond in the books kept by the Village for the registration thereof, with full power of substitution in the premises.

Date: _____

_____
SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION
NUMBER OF ASSIGNEE

_____
NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Bond in every particulate, or any change whatever.

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to the applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with the right of survivorship and not as tenants in common
UNIFORM TRANS MIN ACT - _____ Custodian for _____(Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State).

Additional abbreviations may also be used
though not in the above list.

Name and address of assignee for payment and notice purposes

Notice: _____ Payment: _____
_____ _____
_____ _____

Date: _____

Assignee: _____
By: _____
Title: _____

EXHIBIT "B" TO LINE OF CREDIT AGREEMENT

FORM OF NOTICE OF ADVANCE

NOTICE OF ADVANCE

Re: Not to exceed $10,000,000 North Bay Village, Florida General Obligation Bond, Series 2023 issued pursuant to the Line of Credit Agreement dated October __, 2023 (the "Agreement"), between North Bay Village, Florida (the "Village") and First Horizon TE1, LLC (the "Purchaser")

All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Agreement. The following applies to the requested Advance:

(i) The undersigned authorized representative of the Village hereby requests an Advance to be made on _____, 20__ in the amount of $_____.

(ii) To the best knowledge of the undersigned, no Event of Default under the Agreement has occurred and is continuing (which has not been cured or waived) and no event which, with the giving of notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing.

(iii) The requested Advance should be wired to the account set forth below:

[insert account information]

IN WITNESS WHEREOF, the undersigned has set his hand as of the _____ day of ____, 20___.

NORTH BAY VILLAGE, FLORIDA

By: _____

Name: _____

Title: _____

EXHIBIT “B”

Copy of Purchaser’s Proposal

FIRST HORIZON

August 10, 2023

North Bay Village
1666 79th Street Cswy, Ste #300
North Bay Village, Fl. 33141

Dear Borrower,

We have received and reviewed the package of information on your project located in North Bay Village. Based on our long and successful banking history, it is my pleasure to present you with this term sheet for your financing needs.

Summarized below are the basic terms and conditions on a loan structure to meet your current financing needs (the "Loan"). This letter is for discussion purposes only and does not constitute a commitment from First Horizon Bank. This proposal is subject to successful completion of our credit approval process and the execution of documentation satisfactory to the Lender.

Lender:	First Horizon Bank ("Lender") First Horizon TE1, LLC a subsidiary of First Horizon Bank (the interest rate will be tax-exempt and will be held in the Bank's subsidiary First Horizon TE1, LLC)
Borrower:	North Bay Village ("Borrower")
Loan Amounts:	$10,000,000.00
Credit Description:	Non-Revolving Business Line of Credit
Use of Proceeds:	To provide initial funding for North Bay Village's stormwater general obligation program, approved by referendum in 2022 for a total $60 million.
Commitment Fee:	$0.00
Interest Rate:	24 Months Interest Only Period – (82.5% of 1 Month Term SOFR) + 1.45%. Thereafter, the interest rate will convert to a fixed rate based on the prevailing 5-Year Treasury + 0.79% through maturity.
Tax Exempt Status:	The interest rate quoted in this commitment is based on the Borrower under this commitment being Tax-Exempt under section 103 of the Internal Revenue Code, Non-Bank Qualified. A change in this status that impacts the ability of the Bank to treat the interest earned from this loan as tax exempt will allow the Bank to recalculate the interest rate. A change in applicable tax laws may cause this rate to change.

Repayment Terms:	2 years Interest Only. Then, 5 years Principal and Interest based on a 5- year amortization. During the draw period, the Borrower will pay interest only. After the termination of the draw period, the Borrower will make principal and interest payments, with the outstanding principal to be amortized over a period of (5) years. Interest payments on the outstanding principal balance of the of the LOC will be fixed and calculated on a 30/360-day basis and will be paid semiannually on March 1 and September 1, beginning on the September 1 or March 1 after the first draw. The unused funds on the LOC will not be available for future draws at the end of the draw period.
Security:	The full faith, credit and taxing power of North Bay Village will be irrevocably pledged to the punctual payment of the principal of, interest on and prepayment premium, if any, with respect to the 2023 LOC as the same shall become due and payable.
Documentation:	The Credit Facility, shall be evidenced and secured by a final Loan Agreement as well as promissory notes and other documents, all in form and substance satisfactory to Lender and containing such conditions, representations, warranties, covenants, indemnities, events of default and remedies as are customary for Lender's transactions of this type (collectively, the "Loan Documents").
	Lender shall have received certified charter documents and good standing certificates of a recent date for the Borrower.
	Borrower shall have obtained all orders, consents, approvals and other authorizations and shall have made all filings and other notifications (governmental or otherwise) required for the consummation of the Credit Facility and the transactions contemplated in connection therewith.
	All corporate proceedings and other legal matters in connection with the authorization, legality, validity, and enforceability of the Loan Documents shall be satisfactory to Lender.
	Lender shall have received such other documents, certificates, approvals or filings as Lender may reasonably request.
Fees:	The Borrower is responsible for the following costs/fees to document the loan facility.

$6,000.00	Bank Outside Counsel Legal Fees (Jones Walker LLP)
$0.00	Bank Commitment/Origination Fee

Prepayments:	Prepayment Penalty to be waived.
Reporting Requirements:	Annually, within (270) days of year end Annual Audited Financial Statements. Annually, Fiscal Year Approved Budget based on the legal deadline for North Bay Village to adopt an approved budget.

As of Date the aforementioned represents a basic summary of the terms and conditions for discussion purposes only. Should the request be modified, additional conditions may be required. If you have any questions or wish to discuss any of the aforementioned terms and conditions, please contact me at 786-857-9116.

Respectfully,

Jose Alonso
Senior Vice President / Private Banking Group Manager

FIRST HORIZON

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: September 28, 2023

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Consideration and Appointment to Fulfill a Vacancy to the Community Enhancement Board - ***Village Clerk Alba L. Chang, CMC***

RECOMMENDATION

Consider the appointment of Jacob Patrini to the Community Enhancement Board.

BACKGROUND AND ANALYSIS

On September 7, 2023, Vice Chair David Collado of the Community Enhancement Board resigned from the advisory board, resulting in a vacant position on the Board.

Following the Village's advertising, the Village received one application from a North Bay Village resident. Attached hereto is an Advisory Board Application submitted by Jacob Patrini, who is seeking an appointment to the Community Enhancement Board.

Pursuant to §32.15 of the Village Code, the members of each advisory board shall be individually appointed by a majority vote of the Village Commission at a regular Commission meeting. Commissioners may nominate individuals and/or may entertain applications submitted to the Village.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

J. Petrini Cover Letter.pdf
Jacob Petrini Resume.pdf

Jacob Petrini Advisory Board App.pdf

September 17, 2023

To the Board:

Thank you for considering my application to join the Community Enhancement Advisory Board. I am looking forward to your response – whether to join as a board member or start a relationship that allows me to support the board and our community efforts to improve the quality of life in the Village.

If accepted to the Community Enhance Advisory Board, I will bring my decade plus experience in Public Health – as a community member, an organizer and as an organizational leader serving needy populations. I have served each community that I have lived in, in different ways – starting in Vermont, and eventually Baltimore City, MD and later Boston, MA. As of March 2023, I am proud to have purchased a condo and call North Bay Village my home.

Growing up in a small town of 1,200 people, it is hard not to be an active community member. Whether supporting environmental initiatives, planning local craft fairs, or engaging the community through sporting events, parades, and afterschool programing, these activities are the foundation to a healthy and safe community. In Baltimore, I was a community organizer – partnering with local neighborhood leaders and non-profit organizations to establish community service relationships for college students. Whether it was tutoring and sports training, environmental clean-up days, or supporting our local York Road community, these partnerships were the key to building trust and safety within our greater Baltimore community. In graduate school, I partnered with a local food incubator that empowered local entrepreneurs, farmers, and local restaurants to grow their businesses sustainably. Today, I lead a healthcare technology and analytics team that works alongside physicians and care givers to empower their experience working with elderly patients.

If I am accepted to the board, I am confident that my diverse background of experiences spanning 4 unique locations and dozens of diverse community relationships will help to enhance the living experience of Village residents. As a 29-year-old gay man, I bring a younger generation's perspective of the future while also understanding the healthcare and civic needs of our elderly residents.

Throughout my resume you'll see strong experience in business development, strategic planning, and data and analytics. Underlying all of this is a strong sense of civic duty, effective interpersonal skills and understanding of vulnerable populations. My educational background and career have been devoted to Public Health and I hope to bring this perspective and my experiences to the board.

Thank you for reviewing my application. I look forward to engaging the Board and our community to improve the health and wellbeing of our residents.

All the best,

Jacob Petrini

Jacob Petrini, MPH

North Bay Village, FL | (802) 282-9867 | jacobrpetrini@gmail.com | LinkedIn

Executive Summary

- Dynamic and adaptable leader with 10+ years of experience building and maturing high-performing collaborative teams and networks that deliver results leading to clinical and financial outcomes.
- Strategic partner to executives, external stakeholders, and organizational leaders in designing, maturing, and delivering highly efficient and effective strategies that drive organizational alignment and transformation.
- Adept and creative leader with proven ability to resolve complex organizational challenges through data-driven decision-making, human-centered design principles and conflict-resolution strategies.
- Experienced analytics, data and software product and strategy leader focused on intuitive and innovative solutions to address day-to-day and abstract business challenges.
- Passionate learner, utilizing emotional and fluid intelligence to identify opportunities, unify disjointed processes, create efficiencies, and build resilient problem-solving cultures.
- Core Values: Curiosity, Passion, Efficiency, Deliberateness, Transparency, and Courage.

Experience

ChenMed, Miami, FL **2020 – Present**

Director, Analytic Products & Strategy

[Formerly – Associate Director, Analytic Products & Director, Analytic Products]

- Lead Product, Strategy, Customer Success, Program Management, UI/UX Design, and Service Desk.
- Grew 10-member team to support a 90 FTE Analytics organization and delivers products to 130+ clinics.
- Product Inventor and Strategist for ChenMed's proprietary, configurable performance management & analytics application. Collaborate with data analysts, data scientists, clinicians, and operators to establish workflows and identify actions that drive clinical and financial outcomes.
- Lead cross-functional product development, operational alignment, and optimization initiatives.
- Oversee all new strategic, and undefined projects. Develop strategy and build business cases using strategy & design frameworks. Oversee and support initiative implementation and continued performance.
    - Example: Overseeing the strategy development and implementation of an Analytic Data Model – supporting our Analytic teams by applying Product Thinking to develop our future data product framework.
- Lead Customer Success for data and analytics education and product training. This includes product standardization, UAT, usage monitoring and data integrity monitoring.
- Lead Service Desk supporting end users with Analytic technical questions, access management, and data governance.
- Facilitate monthly town halls, standups, and onsite/offsite strategy sessions within and outside the COE.

Senior Manager, Data & Analytics Optimization (Deputy Chief of Staff, Founder)

- Acted as thought partner to Chief of Staff, Office of the Founder (COS), synthesizing and clarifying objectives and supporting Specialty Care, Networks, Data and Analytics. Collaborated with all Data, Analytic and Network teams, and stakeholders to identify gap areas, opportunities, and solutions.
- Created alignment between IT and Analytics on product analytics/ROI and opportunities for analytics to be incorporated into IT applications. Supported the onboarding of our Chief Data Officer, Chief Analytics Officer, and other Sr. Directors for Analytics.
- Acted as Analytics Product Manager for all IT related ROI dashboards and projects, and supported engagements with Slalom, McKinsey and Deloitte within Data and Analytics. Worked closely with Executive team members on deliverables and presentations.

Leader Fellow, Clinical Strategy & Efficiency

- The ChenMed Accelerated Leadership Academy is an elite 9–12-month program that develops future leaders in Medicare Advantage through rotations in Analytics, Clinical Operations, Specialist Networks, and Health Plan & Finance data.
- Key Focus Areas: Telehealth/Virtual Care, ROI on Product Initiatives, Social Determinants of Health Analytics, Clinical/Operational Analytics, and Clinic Operations.
- Analyzed market/clinic activities, clinical outcomes, medical and operation costs, and operational efficiencies to forecast progress towards goals and objectives. Accessed, organized, analyzed, and aggregated large, complex data sets creating problem analysis and solution suggestions for clinicals and organizational leaders. Visualized highly complex data into an easy-to-understand formatting to achieve clinical and operational goals. Conferred and partnered with corporate leadership and COEs to implement needed changes based on progress and conditions.

Harvard University – Global Health Institute, Boston, MA **2019-2021**

- *Intern* – Research Assistant to Patrick Whitney and Andre Nogueira. Conducted primary and secondary research for developing a design framework for information as a source of pollution.

Kaiser Permanente (KP)– National Quality Governance, Oakland, CA **2019**

- *Intern* – Support Information and Quality leaders share best practices across Kaiser.

Evergreen Health Cooperative, Baltimore, MD **2015-2018**

1 of 24 funded non-profit healthcare co-operatives provisioned as part of the Affordable Care Act.
*Receivership is a bankruptcy process in which a court-appointed receiver oversees company assets and business operations.

Office Manager (During Receivership, Liquidation, Bankruptcy processing)

- Administered Enterprise IT platforms, call center, and internal processes. Planned & implemented procedural changes to improve operations. Call center administration, troubleshooting, reporting, and IVR script setup.
- Fixed asset management: created, planned, and managed the accounting process for liquidation of assets; interviewed and researched auctioneering and appraisal companies.
- Proof of Claim Inventory management: created, organized, and managed process flow for 10,000+ return mailings, created procedures, and trained and managed 6 employees. Lead employee engagement team.

Executive Coordinator & Chief of Staff

- Worked directly with Executive Leaders internally and externally (Hospital Systems/Employer Groups) on strategic initiatives, communications management, business plan development, strategic planning, organizational restructuring, budgeting and customer experience strategy.
- Liaised between Investor groups, Executives, and Board of Directors; Synthesize and disseminate action items.
- Interviewed candidates for COO, CFO, and CMO and consulted on a Reduction in Force of 14 employees.
- Lead facilities team and front desk team.

Service Coordinator, Center for Community Service and Justice **2013-2016**

- Lead, coordinated, prepared, and managed 300+ Loyola students for 10+ one-time events with 6+ community partners and 30+ Service-Learning students with 6+ community partners, and 20+ volunteers at 2 neighborhood charter schools. Worked directly with non-profit leaders.
- Developed and facilitated 10+, 1-hour group reflections for volunteers on diversity, respectful language, food insecurity, public health, and sustainability. Held weekly peace talks and social justice conversations in conjunction with the Peace and Justice Studies Initiative.

Education

Massachusetts Institute of Technology, Sloan School of Management – *Design Course* 2020, 2022
Harvard University, T.H. Chan School of Public Health – *MPH, Health Management* 2019-2022
Loyola University Maryland – *BA, Global Studies* 2012-2016

Additional Leadership

Evolve: Student Healthcare Accelerator - Northeastern University *Mentor* 2022-Present
Vice President, Harvard Chan Alumni Association 2019-Present
Vice President of Academic Affairs, Harvard Chan Student Association 2019-2020
Student Leader, Committee on Education Policy – Harvard T.H. Chan SPH 2019-2020
Speaker of the Senate, Loyola Student Government Association 2015-2016
Committee Leader, Loyola Strategic Planning Committee 2016

Skills

- Microsoft Word, Excel, and PowerPoint; Memo writing; Public Speaking; Data Analysis; Interpersonal Communication; Servant Leadership; Adaptable; Teamwork; Problem Solving; Conflict Resolution
- StrengthsFinder: Restorative, Competition, Individualism, Responsible, Futurist
- Myers Briggs: ENTJ

North Bay Village
ADVISORY BOARD APPLICATION FORM

Residents of North Bay Village are welcome to apply at any time, however applications are only considered when there is a vacancy on a board. Please be advised that all submitted board and committee applications are a public record and therefore subject to the disclosure of chapter 119 of the Florida statues.

Please note that a resume and/or cover letter must be submitted with your application.

Please return signed and completed application from to:

North Bay Village
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | Attn: Village Clerk's Office
Email: Villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 9/17/2023 NAME Jacob R Petrini

MAILING ADDRESS 7601 E Treasure Drive Unit 420 ZIP 33141

EMAIL jacobrpetrini@gmail.com PHONE 802-282-9867

HOW DID YOUR HEAR ABOUT US? WEBSITE ____ FACEBOOK ____ OTHER Instagram

ARE YOU ARE A VILLAGE RESIDENT: YES ☑ NO ☐ IF YES, HOW MANY YEARS? 0.5

VERIFICATION OF RESIDENCY:
(The following are required with application)

Driver's License *(Required)*: ■ Voter's Registration Card *(Required)*: ☐

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ☐ TREASURE ISLAND ☑ HARBOR ISLAND ☐

ARE YOU A REGISTERED VOTER? YES ☐ NO ☐

ARE YOU A BUSINESS OWNER: YES ☐ NO ☐ IF YES, HOW MANY YEARS? _____

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ☐ NO ☐

IF SO, WHICH BOARD: _____

Please choose your first, second, and third choices amongst the following Boards and Committees. If you are interested in only one, this should be indicated. (At any given time, board members may not serve on more than one board and one committee or on two boards or on two committees).

ANIMAL CONTROL ADVISORY BOARD	☐	**COMMUNITY ENHANCEMENT ADVISORY BOARD**	☑
RESIDENT SERVICES ADVISORY BOARD	☐	**PLANNING AND ZONING BOARD**	☐
FINANCIAL ADVISORY BOARD	☐	**SUSTAINABILITY & RESILIENCE TASK FORCE**	☐

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members Complete Form 1, Statement of Financial Interest and all other Boards Members complete "Source of Income Statement".

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE & HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE (YOU MAY ALSO SUBMIT THIS SEPARATELY):

See supplemental document.

APPLICANT'S SIGNATURE: Jacob Petrini **DATE:** 9/17/2023

ADVISORY BOARDS/COMMITTEES

Community Enhancement Advisory Board

Recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further to preserve the quality of the environment, the purpose of the Community Enhancement Board is to consider and advance improvements, programs, and services meant to enhance the aesthetic appeal of the Village.

Resident Services Advisory Board

The purpose of the Resident Services Board is to assist in the Village Mayor and Commission in developing programs, projects, and policies that improve the quality of life of the Village's residents, including, but not limited to, the youth of the community.

Financial Advisory Board

The purpose of the Financial Advisory Board is to consider and make recommendations on all issues affecting the fiscal policies and procedures of the units and departments within the Village and to assist the Village Manager, Commission, and Village Staff in establishment of priorities in the Village's yearly budget and to maintain supervision of the any bond dollars with the exception of items which could create potential legal liability, such as, but not limited to, cone of silence, active procurements, contract disputes and bid protests in which will be excluded.

Animal Control Advisory Board

The purpose of the Animal Control Advisory Board is to consider matters relating to animal control within the Village limits in order to improve the Village's ability to handle animal issues effectively.

Sustainability and Resiliency Task Force

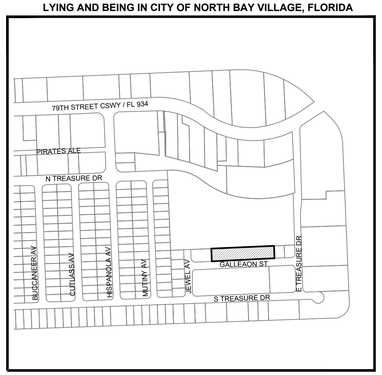
The purpose of the Sustainability and Resiliency Task Force is to provide technical assistance and advice to the North Bay Village Commission as mitigation and adaption measures to respond to global warming climate change.

Planning and Zoning Advisory Board

The purpose of the Planning and Zoning Board is to recommend to the Village Commission on all matters within the general purview of planning, zoning and development.

MAP OF BOUNDARY SURVEY

SECTION 9 - TOWNSHIP 53 SOUTH - RANGE 42 EAST
LYING AND BEING IN CITY OF NORTH BAY VILLAGE, FLORIDA



LOCATION MAP
(NOT TO SCALE)

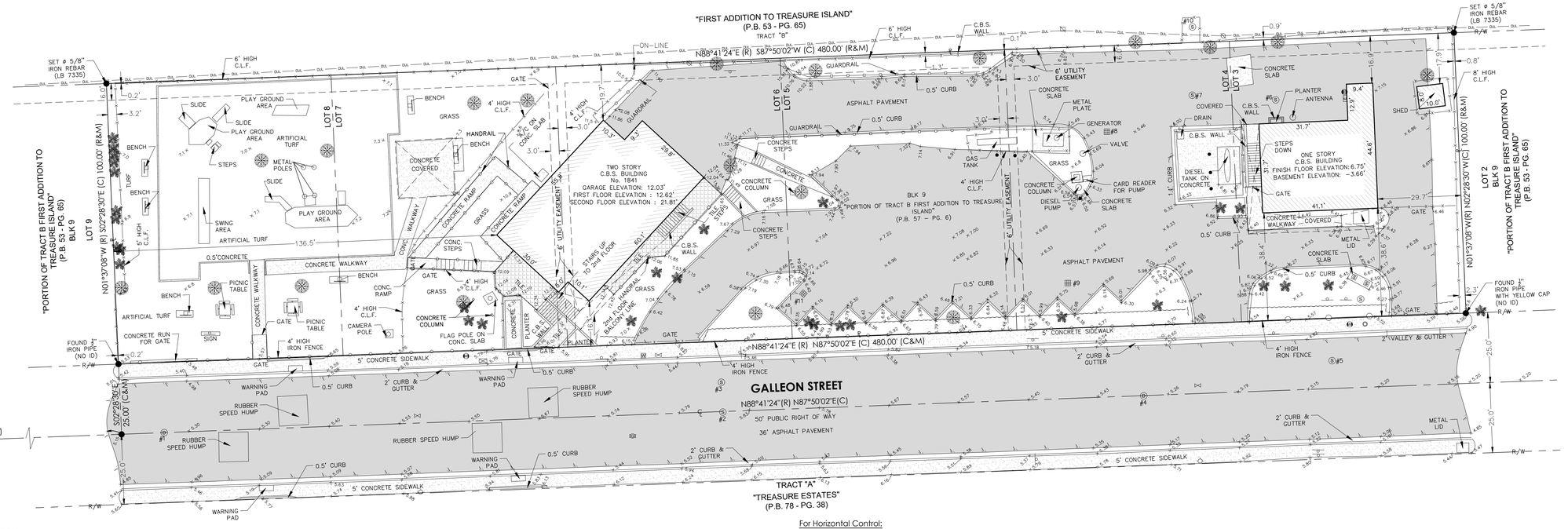
N

STRUCTURES TABLE

NUMBER	STRUCTURE	RIM ELEVATION	DIRECTION	TYPE	SIZE	INVERT	BOTTOM ELEVATION	SEDIMENT ELEVATION	NOTE
1	DRAINAGE MANHOLE	5.33'	W	RUBBER	18''	-4.12'	-4.17'		
			E	RUBBER	18''	-4.17'			
			N	PVC	4''	2.43'			
2	SANITARY MANHOLE	5.89'	E	PVC	8''	-3.34'	-5.26'		
			S	CLAY	10''	-0.05'			
			W	RUBBER	18''	-4.69'			
3	SANITARY MANHOLE	5.74'	E		18''	-5.10'	-5.12'		UNABLE TO SEE MATERIAL
									FLOODED COULDN'T SEE WEST BOUND
4	DRAINAGE MANHOLE	5.45'	N	UNKNOWN	7''	0.6'	-2.57'		
			E	PVC	8''	-2.51'			
			W	PVC	8''	-2.57'			
5	SANITARY MANHOLE	5.27'					-5.54'		FLOODED, WATER LEVEL 8.63'
6	SANITARY MANHOLE	5.78'	S	PVC	12''	-6.45'	-6.45'		
			W1	PVC	8''	-6.37'			
			W2	UNKNOWN	8''	-5.06'			
7	SANITARY MANHOLE	6.25'	N	PVC	8''	-3.91'	-4.40'		
			E	PVC	8''	-4.39'			
8	CATCH BASIN	5.29'	S	RUBBER	8''	1.36'	-1.41'		
9	CATCH BASIN	5.53'	NE	RUBBER	8''	1.08'	-0.52'		
			S	RUBBER	8''	0.58'			
			W	RUBBER	8''	1.20'			
10	SANITARY MANHOLE	5.96'	E	PVC	8''	-3.56'	-3.69'		
			S	PVC	8''	-3.64'			
11	CATCH BASIN	6.17'	E	RUBBER	8''	1.32'	-0.28'		

N
W E
S

GRAPHIC SCALE IN FEET
20 0 10 20 40
SCALE: 1" = 20'



LEGAL DESCRIPTION:

Lots 3, 4, 5, 6, 7 and 8 of the Plat "PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND" according to the Plat thereof as recorded in Plat Book 57 at Page 6 of the Public Records of Miami-Dade County, Florida.

SURVEYOR'S NOTES:

DATE OF FIELD SURVEY:

The date of completion of the original field Survey was on April 29, 2023.

PROPERTY INFORMATION:

Folio No.: 23-3209-014-0200
Property Address: 1841 Galleon Street, North Bay Village, FL 33141.

Containing 47,999.302 sq. ft. or 1.102 acres, more or less, by calculations.

ACCURACY:

The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds (Linear: 1 foot in 7,500 feet) Administrative Code.

The elevations as shown are based on a closed level between the two benchmarks noted on this survey.

The Vertical Accuracy obtained on this "Boundary Survey" exceeds the calculated value of closure in feet of plus or minus 0.05 feet times the square root of the distance in miles a commonly value accepted in the construction and surveying industry.

Elevations of well identified features as depicted on the Survey Map were measured to an estimated vertical position accuracy of 1/100 of a foot on hard surfaces and 1/10 of a foot on ground surfaces.

Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.

This Map of Survey is intended to be displayed at a scale of One inch equals Twenty feet or smaller.

LEGEND AND ABBREVIATIONS

- = CATCH BASIN
- S = SEWER CAP
- = PALM TREE
- = TREE
- = ELECTRIC METER
- O = CLEANOUT
- = SIGN
- W = WATER METER
- = GAS VALVE
- = MAILBOX
- = WATER VALVE
- = FIRE HYDRANT
- S = SANITARY MANHOLE
- D = STORM MANHOLE
- W = WATER BOX
- = BOLLARD
- = WOODEN UTILITY POLE
- = METAL UTILITY POLE
- PG. = PAGE
- ELEV. = ELEVATION
- x.00 = SPOT ELEVATION
- CONC. = CONCRETE
- C.B.S. = CONCRETE BLOCK STUCCO
- C.L.F. = CHAIN LINK FENCE
- (R) = RECORD
- (C) = CALCULATED
- (M) = MEASURE
- LB = LICENSE BUSINESS
- ID = IDENTIFICATION
- R/W = RIGHT-OF-WAY
- P.B. = PLAT BOOK
- ℄ = CENTERLINE
- ℘ = PROPERTY LINE
- TILE
- ASPHALT
- CONCRETE

DATA SOURCES USED FOR SURVEY:

For Vertical Control:

All elevations shown hereon are based on the National Geodetic Vertical Datum of 1929 (N.G.V.D. '29), and Benchmarks supplied by the Public Works and Waste Management Department of Miami-Dade County, Florida.

Benchmark: DOT BM — Elevation: + 15.56' (N.G.V.D. '29)
Loc1 ---------- 79 ST CSWY.
Loc2 ---------- TREASURE ISLAND & NORMANDY ISLE --- BRIDGE BETWEEN.
Description ---------- DOT BRASS DISC IN SIDEWALK IN SW CORNER OF BRIDGE.

Benchmark: P-313 — Elevation: + 5.27' (N.G.V.D. '29)
Loc1 ---------- N TREASURE DRIVE --- 50' NORTH OF NORTH CURB.
Loc2 ---------- HISPANOLA AVE --- 3' EAST OF EAST CURB OF SOUTHBOND LANE.
Description ---------- US C & G BRASS DISC IN TOP OF NW CORNER OF SEWER PUMPING STATION.

Public Records:

Plat of "PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND" according to the Plat thereof as recorded in Plat Book 57 at Page 6 of the Public Records of Miami-Dade County, Florida.

Plat of "TREASURE ESTATES" according to the Plat thereof as recorded in Plat Book 78 at Page 38 of the Public Records of Miami-Dade County, Florida.

Plat of "FIRST ADDICTION TO TREASURE ISLAND" according to the Plat thereof as recorded in Plat Book 53 at Page 65 of the Public Records of Miami-Dade County, Florida.

This project area appears to be located in Flood Zone "AE", with a Base Flood Elevation being "8 & 9 Feet ", as per Federal Emergency Management Agency (FEMA) Community-Panel Number 120654 (City of North Bay Village), Map No. 12086C0307, Suffix L. Map Revised Date: September 11, 2009.

For Horizontal Control:

Bearing and coordinates (Northing and Easting) are relative to the Florida State Plane Coordinate System, Florida East Zone 0901, North American Datum (NAD) 1983 adjustment of 2011 (NAD83/2011)-Epoch 2010.0000; with a bearing of N87°50'02"E being established for the Centerline of Galleon Street, said line to be considered a well established and monumented line.

Global Positioning System (G.P.S.), measurements were conducted in the field to acquire said coordinate values which are based on the connection with the following Horizontal Control Stations:

Name: Miami Beach
Code: FLMB
Geographic Coordinates:
Latitude: 25° 46' 57.83786" N
Longitude: 80° 8' 14.16764" W
State Plane Coordinates:
Northing: 527,654.43713 US Feet
Easting: 940,056.84106 US Feet
Creation Date: 17-07-2014
Receiver Type: Leica GR 10
Satellite System: GPS and GLONASS

Name: North Dade
Code: FLND
Geographic Coordinates:
Latitude: 25° 57' 56.76791" N
Longitude: 80° 10' 02.22323" W
State Plane Coordinates:
Northing: 594119.590 US Feet
Easting: 929757.538 US Feet
Receiver Type: Leica GR30
Satellite System: GPS and GLONASS

The referenced Station is part of National Geodetic Survey (NGS) Control Network.

LIMITATIONS:

Since no other information were furnished other than that is cited under data sources, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Records of Miami-Dade County.

The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual that may appear on the Public Records of this County.

No excavation or determination was made as to how the Subject Property is served by utilities.

No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon.

PURPOSE OF SURVEY:

The purpose of this survey is for design.

CLIENT INFORMATION:

This Boundary Survey was prepared at the insistence of and certified to:

STANTEC

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Boundary Survey" and the Survey Map was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Boundary Survey" meets the intent of the applicable provisions of the Standards of Practice for Land Surveying in the State of Florida, pursuant to Rule 5J-17 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2023.05.18 17:45:08 -04'00'

Eduardo M. Suarez, PSM
Professional Surveyor and Mapper LS6313
State of Florida

Eduardo M. Suarez
No.6313
STATE OF FLORIDA
Professional Surveyor & Mapper

NOTICE: Not valid without the digital signature and seal and/or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions and deletions to this map to Survey by other than the signing party are prohibited without the written consent of the signing party.

LONGITUDE SURVEYORS
7700 N. Kendall Drive, Suite 705
Miami, FL 33156
PH: (305) 463-0912
FAX: (305) 513-5680
FLORIDA CERTIFICATE OF AUTHORIZATION LB 7335
WWW.LONGITUDESURVEYORS.COM

RECORD OF REVISION

No.:	Date:	Description	By:-

Project Name: **1841 GALLEON STREET SURVEY**

Project Address: 1841 GALLEON STREET, CITY OF NORTH BAY VILLAGE, FL 33141

Scale:	AS SHOWN
Drawn By:	DS
Checked By:	EMS
Managed By:	GP
Drawing Date:	May 1, 2023
Project No.:	23086.0.01

Sheet 1 of 1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.

1620